

## **Home TeleNetworks, Inc.**

### **Open Internet Disclosure for Mobile Broadband Service**

#### **Open Internet Disclosure:**

The following policies apply to mass market broadband Internet services offered by Home TeleNetworks, Inc., and its affiliates or subsidiaries (all hereafter referred to as "HomeTel"). HomeTel also offers enterprise level services that can be individually tailored to customer needs. Information on enterprise services can be obtained by contacting HomeTel at (618) 644-2211. It is HomeTel's policy to provide robust and reliable access to the Internet for all of its mass market end user customers. Because network resources are shared by all users, HomeTel discloses and identifies the following policies that govern its mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. HomeTel does not block access to, nor discriminate against, any lawful website or Internet application. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using HomeTel's Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

HomeTel commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. HomeTel will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) Open Internet Rules (adopted December 21, 2010 in 25 FCC Rcd 17905) and in compliance with any future rules adopted by the FCC.

#### **Acceptable Use:**

HomeTel reserves the sole discretion to deny or restrict your service, or immediately to suspend or terminate your service, if the use of your service by you or anyone using it, in our sole discretion, violates the Service Agreement or other HomeTel policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the HomeTel network by HomeTel or other users, or violates the terms of this Acceptable Use Policy ("AUP").

Additionally, as the underlying facilities provider for the mobile broadband service, the Acceptable Use Policy of its [underlying facilities provider](#) is also applicable to the mobile broadband service.

#### **Specific Examples of AUP Violations:**

The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy above, it is a violation of the Agreement and this AUP to:

- Access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of HomeTel or any other entity, or to penetrate the security measures of HomeTel or any other person's computer system, or to attempt any of the foregoing;
- Transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks;
- Intercept, interfere with or redirect email or other transmissions sent by or to others;
- Introduce viruses, worms, harmful code or Trojan horses on the Internet;
- Post off-topic information on message boards, chat rooms or social networking sites;
- Engage in conduct that is defamatory, fraudulent, obscene or deceptive;
- Violate HomeTel's or any third party's copyright, trademark, proprietary or other intellectual property rights;

- Engage in any conduct harmful to the HomeTel network, the Internet generally or other Internet users;
- Generate excessive amounts of email or other Internet traffic;
- Use the service to violate any rule, policy or guideline of HomeTel;
- Use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or
- Download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

**Copyright Infringement/Repeat Infringer:**

HomeTel respects the intellectual property rights of third parties. Accordingly, you may not store any material or use HomeTel's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of HomeTel to suspend or terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, HomeTel expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if HomeTel, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights HomeTel may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, please contact HomeTel's Policy Management Department whose contact information is listed below.

HomeTel may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Service Agreement and AUP. You acknowledge that HomeTel shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the service, including but not limited to content that violates the law or this Agreement.

**Network Management:**

All traffic management for the mobile broadband service is controlled by its underlying facilities provider. Accordingly, HomeTel's mobile broadband service adheres to the network management practices of its [underlying facilities provider](#).

**Device Attachment:**

HomeTel's device attachment rules and restrictions are consistent with the device attachment rules and restrictions of its [underlying facilities provider](#).

Except as disclosed herein, HomeTel does not impose any further device attachment rules or limitations in addition to those of its facilities provider.

**Privacy:**

While HomeTel collects personally identifiable information in order to provide the mobile broadband service and to bill for this service, HomeTel does not collect any information concerning the customer's visited websites, application usage or other Internet activity. However, customers should be familiar with the privacy policies of HomeTel's [underlying facilities provider](#).

**Commercial Pricing:**

Please contact HomeTel for pricing information including monthly prices, usage-based fees, and fees for early termination or additional network services.

**Minimum Terms:**

- Your service order indicates whether you have agreed to a minimum service term for your service and, if so, the number of months in the term. YOU WILL BE SUBJECT TO AN EARLY TERMINATION FEE IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT). The Early Termination Fee, which is noted on your service order, will decrease by \$6.25 for each month of the minimum service term that you complete.
- If your service plan does not include a minimum service term or, if it does and you reach the end of the minimum service term, your service term will be “month-to-month” and will not be subject to an Early Termination Fee if you cancel your service.
- If your service term is month-to-month, HomeTel can change the price of your service by providing you at least one billing cycle’s notice of the change.

**Maximum Monthly Data Caps:**

- Your service order indicates whether you are subject to a maximum monthly data cap on your service. The cap states the aggregate number of megabytes of data that you may send and receive using the service in a single billing cycle. If your use of the services exceeds the cap in any billing cycle, you will be subject to an additional charge of 0.0002 per KB. The amount of this charge appears on your service order.
- It is each customer’s responsibility for keeping track of his or her data use. HomeTel makes current data usage information available to its customers. You may track your usage by visiting <http://209.117.79.47:8011/enduser/Login/tabid/597/Default.aspx>. Unused data in a given billing cycle does not “roll over” to future billing cycles.

**Changing or Cancelling Service:**

- If you cancel your service, in addition to any applicable Early Termination Fee, you must pay for your use of the service up until the date on which you cancelled, including charges for exceeding any data cap that applied to your account, and applicable taxes.
- If, during the minimum service term, you decide to change to another HomeTel service plan (for example, one with different rates or usage allowances) or to add additional services, such as international roaming, to your plan, then HomeTel has the right to restart the minimum service term from the beginning of the change in plan or addition of service.
- If, during the minimum service term, HomeTel changes the terms of your service and the changes are materially disadvantageous to you, you may terminate the service without paying an Early Termination Fee by providing written notice to HomeTel within thirty (30) days of the effective date of the change.

**Redress:**

All end users and edge providers that have questions or complaints regarding HomeTel’s mobile broadband service should contact [admin@hometel.com](mailto:admin@hometel.com), 618-644-2211 or 618-651-9308. An “edge provider” refers to any content, application, service, and device provider, which generally operates at the edge rather than the core of the network.

**Incident Reporting:**

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a HomeTel Customer (or its User) should be directed to HomeTel’s Policy Management Department. Where possible, include details that would assist HomeTel in investigating and resolving such complaint (i.e. expanded headers and a copy of the offending transmission).

**Revisions to the AUP:**

HomeTel reserves the right to modify its AUP at any time, and effective when posted to HomeTel's web site (<http://www.hometel.com/internet/policies/>). Notice of any change to this AUP may also be provided to a Customer via electronic mail. It is ultimately Customer's responsibility to notify HomeTel of any change of address. Customer must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from HomeTel. Failure to responsibly manage the use of the Service(s) obtained from HomeTel may be cause for termination of Service(s) to you and, depending upon the terms under which you acquired your Service(s), could lead to the imposition of early termination fees.

**HomeTel Policy Management Department:**

Email: [admin@hometel.com](mailto:admin@hometel.com)

US Mail: HomeTel Policy Management Department  
Attn: Rachel Stopka  
501 North Douglas Street  
PO Box 215,  
St. Jacob, IL 62281

Phone: (618) 644-2211

Fax: (618) 644-9525