

Digital Voice Terms and Conditions

This is the Service Agreement (“Agreement”) for Home Telecom’s Digital Voice service (“Service(s)"). This Agreement governs both the Service and any devices, such as an eMTA, router or any other IP connection device (“Device” or “Equipment”) used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

We may change our prices, fees, the Service and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you (30) days prior Notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, we will consider that you have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Note: This Agreement contains a binding arbitration provision in Section 6 that affects your rights under this Agreement with respect to all Services.

1. Charges / Payments / Default / Taxes / Termination

1.1 Billing

Unless you have signed a minimum term agreement, Services are provided to you on a month-to-month basis. Home Telecom will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Home Telecom decides to bill in arrears), including but not limited to: activation fees, monthly Service fees, long distance and international usage charges, advanced feature charges, equipment purchases, applicable federal, state, and local taxes (however designated), any fees or payment obligations imposed by governmental bodies and disconnect fees. You agree to pay any regulatory recovery fees which Home Telecom invoices for you for municipal, state and federal government fees or assessments imposed on Home Telecom, or any programs in which Home Telecom participates, including, but not limited to public, educational and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system. We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law.

Your first bill may include pro-rated charges from the date you first begin receiving Service, as well as monthly recurring charges for the next month and charges for non-recurring charges for any non-recurring services you have received.

1.2 Billing Disputes

You must notify Home Telecom in writing within 30 days after receiving your Home Telecom statement if you dispute any Home Telecom charges on that statement or such dispute will be deemed waived. In the event that only a portion of the charges are in dispute, you agree to pay for all charges that are not in dispute. Billing disputes should be directed to Home Telecom via the customer service telephone line posted on the Home Telecom website or in writing to the following address:

Home Telecom
PO Box 1194
Moncks Corner, SC 29461

1.3 Payment

Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill. Service may be denied or discontinued at Home Telecom's discretion for non-payment of amounts due past the due date. Restoration of Service will be subject to all applicable installation charges. Termination of Service for non-payment leaves you FULLY LIABLE to Home Telecom for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by Home Telecom in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

If you make a payment by check, you authorize Home Telecom to collect your check electronically. You agree that you may not amend this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Home Telecom and that any such notations shall have no legal effect.

1.4 Termination / Discontinuance of Service

Home Telecom reserves the right to suspend or discontinue providing the Service for prohibited or unlawful use, abuse or failure to pay at any time in its sole discretion. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of Home Telecom or of a third party provider to which Home Telecom is subject), you will be responsible for the full charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable. Home Telecom may discontinue providing the Service generally due to reasons related to changes in service availability in which case, Customer will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. Service is provided in month to month or full year terms.

1.5 Taxes

You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or Equipment. Such amounts are in addition to payment for the Service or Equipment and will be billed to your account. If you are exempt from payment of such taxes, you shall provide Home Telecom with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Home Telecom receives the Tax Exempt Document.

2. Service

2.1 Customer Service and Support

Home Telecom provides normal customer service during regular business hours 8:30am to 6pm Monday through Friday for the purpose of answering standard customer service requests and questions. Home Telecom reserves the right to charge service fees for service requests. Service failure may be reported 24 hours a day 7 days a week to Home Telecom's Control Center via telephone. Trouble diagnosis and repair for problems not due to the fault of Home Telecom will be charged at \$75 per hour, with a one hour minimum. Such problems may include but are not limited to local LAN network problems or problems with customer owned equipment such as routers and firewalls.

2.2 Loss of Service Due to Power Failure, Internet Access Failure, or Termination or Suspension by Home Telecom

You acknowledge and understand that the Service may not function in the event of power failure. The eMTA is equipped with a battery back-up to provide supplementary electricity during a power outage. You acknowledge and understand that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, the Service will not function until normal power is restored. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet and that, accordingly, in the event of an outage the Service will not function. Should there be an interruption in the power supply or in your access to the Internet, the Service will not function until power and access to the Internet are restored. A power or Internet access failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power or Internet access disruptions or failures will also prevent dialing to emergency service numbers including the 911 calling feature. Should Home Telecom suspend or terminate your Service, the Service will not function until such time as Home Telecom restores your Service (which may require payment of all invoices and reconnection fees owed by you and/or cure of any breach by you of this Agreement).

2.3 Access to Your Premises

You agree to allow Home Telecom and our agents the right to enter at reasonable times your property upon which the Services and/or Home Telecom Equipment will be provided (the "Premises"), for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Home Telecom Equipment used to receive any of the Services. You warrant that you are either the owner of the Premises or that you have the

authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

2.4 Incompatible Equipment and Services

You acknowledge and understand that Home Telecom Digital Voice may not support or be compatible with the following:

1. Non-Recommended Configurations including but not limited to eMTAs not currently certified by Home Telecom as compatible with the Services;
2. Certain non-voice communications equipment, including certain makes or models of alarm and home security systems, certain medical monitoring devices, certain home detention devices, certain fax machines, and certain "dial-up" modems;
3. Rotary-dial phone handsets, and certain makes and models of other voice-related communications equipment including key systems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units;
4. Casual/dial around (10-10) calling, 976, 900, 700, or 500 number calling;
5. 311, 511, or other N11 calling (other than 411, 611, 711, and 911); and
6. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling).

2.5 Lawful Use of Service and Equipment

2.5.1 Prohibited Uses

You agree that except for the wiring installed inside the Premises ("Inside Wiring"), all Equipment belongs to us and will not be deemed fixtures or in any way part of the Premises. Equipment includes all new or reconditioned equipment installed, provided or leased to you by us or our agents, including but not limited to, cabling or wiring and related electronic devices, cable modems, embedded multimedia terminal adapters ("eMTA"), wireless gateway/routers, any other hardware and all software or "downloads" to Equipment. You agree to use Equipment only for the Services pursuant to this Agreement. We may remove or change the Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon or give away Equipment, or permit any other provider of video, high speed data or telephone services to use the Equipment. The Equipment may only be used in the Premises. At your request, we may relocate the Equipment in the Premises for an additional charge, at a time agreeable to you and us. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone other than Home Telecom employees or agents to service the Home Telecom Equipment. We suggest that the Equipment in your possession be covered by your homeowners, renters or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Equipment to us in an undamaged condition.

You agree that the Service and the Equipment will be used only for personal, residential, non-commercial purposes. You may not provide the Service to any person who is not a member or guest in your household, or to persons outside your premises, whether for a fee or otherwise. You will take reasonable precautions to prevent others from gaining unauthorized access to the Service. For example, if you use a home wireless network with the Service, you will establish and use a secure password or similar means of limiting access to the members of your household. You will not use the Equipment at any time at an address other than the Premises without our prior written authorization. You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use the Service or Equipment for transmitting or receiving any communication or material of any kind which in Home Telecom's sole judgment the transmission, receipt or possession of such communication or material: (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law (the uses described in clauses (i) and (ii) above are collectively referred to as "Prohibited Uses"). Home Telecom reserves the right to terminate your service immediately and without advance notice if Home Telecom, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable. You are liable for any and all use of the Service and/or Equipment by yourself and by any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Home Telecom against any and all liability for any such use. If Home Telecom, in its sole discretion believes that you have used the Service or Equipment for a Prohibited Use, Home Telecom may forward the objectionable material, as well as your communications with Home Telecom and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

2.6 Copyright / Trademark / Unauthorized Usage of Equipment, Firmware or Software

The Service, Equipment and all firmware and software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Equipment, and all Service, information, documents and materials on Home Telecom's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Home Telecom are and shall remain the exclusive property of Home Telecom and nothing in this Agreement shall grant you the right or license to use such Marks. You acknowledge that you are not given license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of the Agreement, and the Equipment is exclusively for use in connection with the Service.

2.7 Tampering with the Equipment or Service

You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from Home Telecom in each instance, which Home Telecom may deny in its sole discretion. Home Telecom reserves the right to terminate your Service should you tamper with the Equipment, in which case you

shall be responsible for: (i) the full charges to the end of the current term, including without limitation to unbilled charges; (ii) a disconnect fee, and (iii) the cost of all tampered Equipment, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

2.8 Theft of Service

You agree to notify Home Telecom immediately, in writing or by calling the Home Telecom customer support line, if the Equipment is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using Equipment stolen from you and any and all fraudulent use of the Service.

2.9 Number Transfer on Service Termination

Upon termination of the Service, Home Telecom will release a telephone number that was ported in from a previous service provider to Home Telecom by you and used in connection with your Service provisioned by Home Telecom to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided that: (i) your account has been terminated; (ii) your Home Telecom account is current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

2.10 Service Distinction

You acknowledge and understand that the Service is not a traditional telephone service. Important distinctions exist between traditional telephone service and the enhanced Service offering provided by Home Telecom. The Service is subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies.

3. Emergency Services – 911 Dialing

3.1 Non-Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that while the Service does support 911 or E911 access to emergency services there are circumstances under which E911 availability may be limited in comparison to traditional E911 service. Circumstances causing limitations or unavailability include, but are not limited to (i) relocation of your IP telephone, (ii) broadband connection failure, and (iii) loss of electrical power. You agree to inform any users, guests and other third persons who may be present at the physical location where you utilize the Service as to the limitations or unavailability of 911 or E911 dialing from your Digital Voice Service and Equipment.

3.2 Limitation of Liability and Indemnification

You acknowledge and understand that Home Telecom's liability is limited for any Service

outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Home Telecom, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

3.3 Requires Notification if You Move or Change Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address; unless and until you have successfully registered the new location with Home Telecom at <http://911.HomeSC.com>. Failure to provide the current and correct physical address and location of your Equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

3.4 Alternative 911 Arrangements

You acknowledge that Home Telecom Digital Voice does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional E911 services.

4. Changes to this Agreement

Home Telecom may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on the Home Telecom website. The Agreement posted supersedes all previously agreed to electronic and written Service Agreement.

5. Warranty and Liability Limitations / Indemnification

5.1 Limitation of Liability Home Telecom shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

1. Act or omission of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure;
3. Equipment, network or facility upgrade or modification;
4. Force Majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. Equipment, network or facility shortage;
6. Equipment or facility relocation;
7. Service, equipment, network or facility failure caused by the loss of power to Customer;
8. Outage of Customer's ISP or broadband service provider;

9. Act or omission of Customer or any person using the Service or Equipment provided to Customer;
10. Any other cause that is beyond Home Telecom's control, including without limitation a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

Home Telecom's liability for any failure or mistake shall in no event exceed Service charges with respect to the affected time period.

5.2 Disclaimer of Damages

In no event shall Home Telecom, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 911 or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability and apply whether or not Home Telecom was informed of the likelihood of any particular type of damages.

5.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless Home Telecom, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing, or the Equipment. This paragraph shall survive termination of this Agreement.

5.4 No Warranties on Service

Home Telecom makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet customer's requirements. Without limiting the foregoing, Home Telecom does not warrant that the service will be without failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither Home Telecom nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes service or products to Customer in connection with this Agreement or the Service will be liable for unauthorized access to Home Telecom's or Customer's transmission facilities or premises Equipment or for unauthorized access to, or alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means or equipments or any other method, regardless of whether such damage occurs as a result of Home Telecom's or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Equipment, if any, by Home Telecom or Home Telecom's agents or installers are informational and are not given as a warranty of any kind.

5.5 No Warranties, or Limited Warranties, for Equipment

If customer purchased the Equipment new from Home Telecom and the Equipment included a one-year limited warranty at the time of purchase, customer must refer to the separate limited warranty document for information on the limitation and disclaimer of certain warranties. If Customer's Equipment did not include a limited warranty from Home Telecom at the time of purchase, Customer agrees that it accepts its Equipment "as is" and that Customer is not entitled to replacement or refund in the event of any defect.

5.6 Disruption of Service

The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond or control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or deliver of the Services. In all other cases of an interruption of the Services, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such a period of time as may be specifically provided by law. Unless specifically otherwise provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES. Any credits provided by Home Telecom are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Home Telecom.

5.7 No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

5.8 Content

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that Your or User's use of the Services and content

will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Home Telecom reserves the right to terminate or suspend affected Services, and/or remove Your or Users' content from the Services, if Home Telecom determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Home Telecom's ability to provide Services to you or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. Home Telecom's actions or inaction under this Section shall not constitute review or approval of Your or Users' use or Content. You will indemnify and hold Home Telecom harmless against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you.

5.9 Directory Listings

If one or more of the following conditions occurs regarding your directory listing information: (I) You request that your name, address, and/or phone number be omitted from a directory or directory assistance database, but that information is included in either or both; (II) You request that your name, address and/or phone number be included in a directory or directory assistance database, but that information is omitted from either or both; or (III) The published or listed information for your account contains material errors or omissions, then the aggregate liability of Home Telecom and its affiliates, suppliers or agents shall not exceed the monthly charges, if any, which you have actually paid to Home Telecom to list, publish, not list or not publish the information for the affected period or, if greater, an amount prescribed by applicable regulatory requirements. You shall hold harmless Home Telecom and its affiliates, suppliers or agents against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the errors and omissions in referenced above.

6. Governing Law / Resolution of Disputes

6.1 Mandatory Arbitration

Any dispute or claim between Customer and Home Telecom arising out of or relating to the Service or Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

6.2 Right to Opt Out

You may opt out of this agreement's arbitration provision. If you do so, neither you nor Home Telecom can require the other to participate in an arbitration proceeding. To opt out, you must

notify Home Telecom in writing within 30 days of the date that your first became a subject to this arbitration provision. Your written notification to Home Telecom must include your name, address and Home Telecom account number as well as a clear statement that you do not wish to resolve disputes with Home Telecom through arbitration. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with Home Telecom or the delivery of Services to you by Home Telecom. If you have previously notified Home Telecom of your decision to opt out of arbitration, you do not need to do so again.

You must use the following address to opt out:

Home Telecom
PO Box 1194
Moncks Corner, SC 29461

6.3 Governing Law

The Agreement and the relationship between you and Home Telecom shall be governed by the laws of the State of South Carolina without regard to its conflict of law provisions. You and Home Telecom agree to submit to the personal and exclusive jurisdiction of the courts located within the state of South Carolina and waive any objection as to venue or inconvenient forum. The failure of Home Telecom to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

6.4 Entire Agreement

This Agreement, the signed quotations and Home Telecom's current long distance rates constitute the entire agreement between you and Home Telecom and govern your use of the Service, superseding any prior agreements between you and Home Telecom and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Home Telecom unless and until posted in accordance with Section 4 hereof.

6.5 Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7. Privacy

Home Telecom Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Home Telecom is not liable for any lack of privacy

that may be experienced with regard to the Service. Please refer to our Privacy Policy at www.HomeSC.com for additional information.

8. Changes; Notices

Notice to Customer of any changes to the “Service Agreement” shall be considered given by posting to the Home Telecom Web Site, www.HomeSC.com. Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the Home Telecom Web Site and no further notice by Home Telecom is required.