

Hawaiian Telcom TV Terms and Conditions

Welcome to the Hawaiian Telcom TV Service (the "Service"). Please review these Terms and Conditions carefully prior to using the Service. Your use of the Service and the equipment provided to you for use with this Service is subject to these Terms and Conditions. These Terms and Conditions, which incorporate by reference any rules and policies applicable to the Service of which you have been notified, form an agreement between you and Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom") relating to the Service. By using the Service, you are agreeing to these Terms and Conditions. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE. For the purposes of these Terms and Conditions, "you" refers to the person or business whose name appears on the Hawaiian Telcom bill.

1. What Hawaiian Telcom Will Provide

a) Hawaiian Telcom TV Service

Hawaiian Telcom will provide you with the ability to receive the video and audio programming of the Hawaiian Telcom TV Service at your premises through the Hawaiian Telcom telecommunications network in accordance with the distribution licenses held by Hawaiian Telcom. The Service will make available video on demand and pay per view programming, interactive programming, and related personal video services and applications. You acknowledge and agree that the Service must include certain minimum levels of programming required by federal regulations and that such programming requirements may change from time to time without notice. You also acknowledge and agree that from time to time certain programming channels may be suspended or cancelled, that individual programs may be blacked out in your local viewing area due to restrictions imposed by the providers of such programming, or the rights of United States programming, and that Hawaiian Telcom may at its discretion substitute alternative programming to replace the suspended, cancelled or blacked-out programming. Your sole remedy, available only when programming channels have been cancelled, is to cancel your subscription to the programming package containing such affected channels, effective at the end of your current billing period. You are responsible for the use of the Service at your premises by any person.

b) Equipment

Hawaiian Telcom will supply, install, maintain, and repair all facilities and equipment necessary to provide the Service up to the point of connection with the facilities or equipment at the service address.

The Hawaiian Telcom provided gateway is required for Hawaiian Telcom TV customers and cannot be substituted with a customer provided gateway. Proprietary IP settings and obligations to the content providers prevent the use of a customer provided gateway with Hawaiian Telcom TV service. Use of a customer provided gateway will result in technical issues including complete loss of TV service that cannot be resolved until the gateway is replaced with the Hawaiian Telcom provided gateway. Customers will be responsible for repair costs should a dispatch be required to resolve trouble that is the result of the use of their own gateway with Hawaiian Telcom TV service.

The Hawaiian Telcom provided Set Top Boxes are required for service.

Equipment belonging to Hawaiian Telcom must be returned to Hawaiian Telcom upon replacement of the equipment or termination of the Service whether voluntarily or involuntarily. An equipment return fee of \$200 per device will be billed to the final invoice 14 days after service disconnection. Customer has 45 days to return devices from disconnection date to receive a full credit. Visit hawaiiantel.com/return for complete details. Hawaiian Telcom is not responsible for the maintenance or repair of facilities or equipment owned by you, and does not guarantee that the Service will operate with all television sets, remote controls, home theatre components or other audio/visual equipment. The Service requires electrical power to operate, which you must supply at your expense, and you acknowledge and accept that you may lose service during a power outage unless a battery backup power system is supplied, installed, and maintained at your expense. Visit hawaiiantel.com/return for complete details.

c) Billing

Hawaiian Telcom or its affiliate may deliver your monthly bill for the Service in an electronic format available via the Internet, setting forth the charges incurred for use of the Service. Your monthly bill will be sent in paper form if you do not request such electronic billing. If Hawaiian Telcom makes your monthly bill available over the Internet, it is your responsibility to create an online account management profile, to subscribe to electronic bill notification, and to check your online account every month for your bills. Regularly recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. If your bill is lost or if you do not receive a bill, you are still responsible for making the required payment to Hawaiian Telcom.

d) Maintenance

You agree to provide Hawaiian Telcom's agents and employees with adequate access to your premises where you receive the Service in order to inspect the Hawaiian Telcom facilities and equipment used to provide the Service and to perform maintenance work. Hawaiian Telcom will provide reasonable notice of any such inspection or maintenance work on your premises, except in cases of emergency.

e) Service Limitations

Hawaiian Telcom may refuse to provide the Service when the provision of the Service would necessitate unusual expenses which you do not agree to pay, or is impractical because Hawaiian Telcom cannot reasonably acquire the equipment, facilities or rights required to extend its network facilities to your premises. Hawaiian Telcom reserves the right to change its telecommunications network at any time, which may result in changes to the rates for the Service or to the availability of programming. Hawaiian Telcom assumes no liability whatsoever for any claims, damages, losses or expenses arising out of any change to the availability of the Service in any of the circumstances described in this paragraph.

2. Your Responsibilities

a) Requesting Service

After you request the Service, you will need to provide Hawaiian Telcom with a location on your premises to provide access to the Services and to allow Hawaiian Telcom to enter your premises in order to install, maintain and repair Hawaiian Telcom's facilities and equipment. You agree to pay any unusual expenses required to extend Hawaiian Telcom's network facilities to your premises, including the cost of any trenching and backfilling work, poles, conduits and other facilities and work required to extend its network facilities from your property line to the point of access to the Service on your premises, and any expenses

incurred to secure rights of way, access and occupancy. You must supply all facilities and equipment necessary to connect your facilities and equipment to Hawaiian Telcom's network facilities, including all wiring inside your premises. All facilities and equipment you supply must meet all applicable federal technical standards for certification. If you cancel a request for the Service after installation work has started, you will be charged the costs incurred for the installation, including the cost of equipment, materials and supplies specifically provided or used for the installation, the cost of labor, fees for engineering design and supervision, and any other expenses resulting from the installation and subsequent removal work.

b) Compliance with Terms and Conditions

You agree to comply with these Terms and Conditions and agree that the use of the Service by other persons will be in compliance with these Terms and Conditions. Hawaiian Telcom reserves the right to amend these Terms and Conditions, including rates for the Service and additional charges, at any time by giving 30 days' notice. Hawaiian Telcom will notify you of any such amendments by posting notice of the amendment at hawaiiantel.com/tv (the "Service Web Site"), and/or by sending you written notification via email, letter or your monthly/email bill notice that the Terms and Conditions have been amended, directing you to where the amendment may be reviewed. If you have access to the Internet, it is your responsibility to visit the Service Web Site periodically to be aware of any amendments posted on the site, and you agree to review any amendments about which you were notified via email, letter or your monthly/email bill notice. You are not obligated to continue using the Service if you disagree with an amendment to the Terms and Conditions, and in the event you choose not to accept an amendment, your sole remedy would be to cancel the Service, effective at the end of your current billing period. Your continued use of the Service following any amendment will be deemed your acceptance of the amended Terms and Conditions and agreement to pay for the Service in accordance with the amended Terms and Conditions.

c) Your Account

You are responsible for all charges properly billed by Hawaiian Telcom to your account, including charges for all video on demand and pay per view programming ordered from any set top box within your premises or via any other method, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top boxes to prevent unauthorized purchases. All programming charge disputes must be reported to Hawaiian Telcom within 90 days of the charge first appearing on your Hawaiian Telcom bill if you do not believe the programming in dispute was ordered from a set top box within your premises.

d) Acceptable Use

You may use the Service only at your premises and only for your own private home viewing. Your use of the Service must be in compliance with applicable laws, and you may not redistribute or publicly display any portion of the Service, or use the Service for any commercial purpose. You may not attempt to circumvent any encryption technique or other copy protection method used to restrict access to programming on the Service. You may not directly or indirectly charge any person for the Service, or re-arrange, disconnect, remove, repair, or otherwise interfere with any Hawaiian Telcom facilities or equipment. You may not use the Service in any way that interferes with the ability of other customers to use the Service, or any other services provided by Hawaiian Telcom or its affiliates, fairly and proportionately, and Hawaiian Telcom may, at any time, limit the use of the Service in order to prevent

such interference. Hawaiian Telcom may require you to change or disconnect any of the facilities or equipment at your premises providing access to the Service if they interfere in any way with the ability of other customers to use the Service, or any other services provided by Hawaiian Telcom or its affiliates, or with the operation of Hawaiian Telcom's facilities or equipment.

e) Fees and Other Charges

The Service is provided to you subject to your payment of all applicable Service rates and any additional charges identified to you at the time you applied for the Service or otherwise in accordance with these Terms and Conditions, including installation and activation fees, together with all applicable taxes and other government charges. Additional charges authorized by these Terms and Conditions may be charged on a one-time, monthly or per-use basis, as Hawaiian Telcom may determine from time to time. Provided there is no deception in order to avoid payment, you are not responsible for paying an unbilled or under-billed portion of a charge unless Hawaiian Telcom correctly bills the charge within one year from the date it was incurred. In these circumstances, Hawaiian Telcom will not charge any interest on the amount of the unbilled or under-billed charge owing until the correct charge has been billed to your account. All charges and credits to your account will be deemed valid unless you dispute the charge or credit within 90 days after receiving the first bill statement that includes such charge or credit.

f) Payment

All bills are due upon receipt. Bills made available through the Internet are deemed received when they are posted. Charges not paid before the end of the grace period shown on your bill may be assessed a late payment charge of 1.5% per month (18% per year) or the maximum allowable by law, calculated from the billing date for those charges, which you must pay in addition to all other amounts owing to Hawaiian Telcom. Administrative and collection charges may apply, in accordance with Hawaiian Telcom rules and policies, if your account goes into arrears, including as a result of returned or rejected payments or your failure to inform Hawaiian Telcom of any change to your account information for pre-authorized payments. If you subscribe to a pre-authorized payment method, you waive pre-notification of the amounts and dates of debits from your account.

g) Deposit Requirements

Hawaiian Telcom may require a security deposit from you (i) before the Service is provided, if you do not have an acceptable credit history or satisfactory credit risk rating, or (ii) at any time, if you have an unsatisfactory risk rating with Hawaiian Telcom as a result of your payment performance or present an abnormal risk of loss. You agree that Hawaiian Telcom in its discretion may apply any portion of the security deposit against unpaid charges to any other service you have with Hawaiian Telcom or its affiliates at any time.

h) Indemnification

You agree to indemnify and hold harmless Hawaiian Telcom, its affiliates, and their respective directors, officers, employees, and agents from and against any and all losses, actions, claims, judgments, damages, liabilities, and expenses sustained by or made against any of them in connection with or related to the use or misuse of the Service at your premises by you or any other person, or violation of these Terms and Conditions by you or any other person.

3. Privacy

You agree that the Hawaiian Telcom Privacy Commitment, available for inspection at hawaiiantel.com, as it may be updated from time to time (the "Hawaiian Telcom Privacy Commitment"), will apply to your use of the Service. You hereby consent to the collection, use and disclosure, solely for the purposes identified in the Hawaiian Telcom Privacy Commitment, by Hawaiian Telcom and its agents of your personal information collected in connection with provision and/or use of the Service and acknowledge that those purposes include the exchange of your account and usage information with Hawaiian Telcom's affiliates and agents for the purpose of suggesting additional services or products that serve to meet your communications and entertainment needs. By using the Service and incurring charges for such use, you authorize Hawaiian Telcom to obtain information about your credit history from credit reporting agencies, credit grantors and Hawaiian Telcom's affiliates from time to time, and consent to the disclosure of your credit history with Hawaiian Telcom to such entities at any time.

Additionally, we may enable access to third party services through this site or through other services we offer, such as our Hawaiian Telcom TV Service. It is important to understand that Hawaiian Telcom assumes no responsibility for the security of those third party services, or how they collect, handle, and protect personal information you may provide to them. Customers should individually assess the privacy policies of those third party services prior to using them.

4. General Terms

a) No Warranties

The Service is provided on an "as is" and "as available" basis. Your use of the Service is at your sole risk. Hawaiian Telcom does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over or through Hawaiian Telcom's networks or the networks of other companies. To the fullest extent permitted by law, Hawaiian Telcom disclaims all warranties, representations, guarantees and conditions (express, implied or statutory) relating to the Service, including any warranty of fitness for any particular use or purpose you intend for the Service, even if you have communicated such intention to Hawaiian Telcom.

b) Limitation of Liability

To the fullest extent permitted by law, neither Hawaiian Telcom, its affiliates, nor their respective directors, officers, employees, or agents (collectively, the "Hawaiian Telcom Entities") will be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever, arising directly or indirectly from or relating to the Service (including without limitation the installation, provision, use, billing, or termination of the Service), regardless of the cause of action, including negligence, and even if one or more of the Hawaiian Telcom Entities have been advised of, or could reasonably have foreseen, the possibility of such damages or losses. If for any reason a Hawaiian Telcom Entity becomes liable to you or a third party arising out of or in any way connected with the Service, regardless of the form or cause of action or the number of claims asserted, the aggregate liability of the Hawaiian Telcom Entities to you or such third party is limited to the greater of \$20 or the fees paid by you to Hawaiian Telcom for the Service in the three months immediately preceding the last occurrence of the damages or losses. Without limiting the generality of the foregoing, Hawaiian Telcom is not liable for the content and programming from third parties that are provided by its Service; earthquakes, flooding, severe wind, ice or fire storms, landslides, lightning strikes, tsunamis, or other acts of God; war, terrorism, civil insurrection, government decree, power outage, labor disturbance involving Hawaiian Telcom's employees or the employees of another enterprise; the acts or omissions of

suppliers, telecommunications carrier whose network facilities are used in establishing connections to points which Hawaiian Telcom does not directly serve, and other third parties, including their failure to provide necessary services to Hawaiian Telcom; equipment failure, satellite outage, and other causes beyond the reasonable control of Hawaiian Telcom; defamation or copyright infringement arising from material transmitted or received over Hawaiian Telcom's network facilities; or infringement of patents arising from combining or using your facilities or equipment with Hawaiian Telcom's network facilities and equipment.

c) Termination and Suspension

Hawaiian Telcom may suspend the Service in the event of a violation of any provision of these Terms and Conditions, including your obligation to pay for the Service as charges become due. Hawaiian Telcom may terminate the Service (i) immediately and without notice, if Hawaiian Telcom determines that the Service is being used contrary to the acceptable use provisions of these Terms and Conditions, (ii) if any amount owing for the Service or any other service provided to you by Hawaiian Telcom or its affiliates is in arrears, (iii) if you do not remedy any other breach of these Terms and Conditions within 15 calendar days of receiving written notice of the breach from Hawaiian Telcom, or (iv) if voluntary or involuntary proceedings commence against you under the U.S. Bankruptcy Code or any bankruptcy or insolvency jurisdiction, or you are placed into receivership for any reason, upon 15 days written notice to you.

d) Mediation and Arbitration

Any unresolved dispute arising out of or relating to the Service (including without limitation the marketing, sale, or provision of the Service) by Hawaiian Telcom or relating in any way to these Terms and Conditions, except the collection by Hawaiian Telcom of charges owing for the Service and related equipment, must first be referred to a single mediator chosen by the parties. Should the mediation not result in a settlement, the dispute will then be determined by private, confidential and binding arbitration by the same person originally chosen as mediator. The fees of the mediator and arbitrator will be shared equally by the parties. By agreeing to mediation and arbitration of disputes, you waive any right you may have to commence or participate in any class action or other court action against Hawaiian Telcom, to the extent the waiver of such rights is permitted by applicable law. The foregoing does not limit Hawaiian Telcom's right to suspend or terminate the Service pursuant to Section 4.c. above.

e) Applicable Law

These Terms and Conditions will be governed by the laws of the State of Hawaii without any regard to any provision of Hawaii law that would require or permit the application of the substantive law of another jurisdiction.

f) Severability

If any provision of these Terms and Conditions is, to any extent, deemed invalid or unenforceable in any respect under the laws governing these Terms and Conditions, then (i) the parties will replace such provision with a substitute provision that reflects, as nearly as possible under applicable law, the original intent of the parties and their respective allocation of economic and legal risk, and (ii) the remaining provisions of these Terms and Conditions will remain in full force and effect.

g) Survival

Any provision of these Terms and Conditions which contemplates performance or observance subsequent to the termination of the Service will survive expiration or termination of these Terms and Conditions and continue in full force and effect.

h) No Third Party Beneficiary

The provisions of these Terms and Conditions are for the benefit only of you and Hawaiian Telcom, and no third party may seek to enforce or benefit from these provisions.

i) No Assignment or Transfer

You may not assign or transfer the Service without Hawaiian Telcom's prior written consent.

j) No Waiver

The failure of Hawaiian Telcom to require or enforce strict performance of any provision of these Terms and Conditions in a particular instance shall not be construed, in other circumstances, as a waiver of any right conferred upon Hawaiian Telcom.

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