

## Annual Notice Statement

This Annual Customer Notice provides an overview and pertinent information about Hawaiian Telcom TV services. More detailed information about the services, including Hawaiian Telcom's terms and conditions of service are available at [hawaiiantel.com/terms](http://hawaiiantel.com/terms). The information provided in this notice does not modify or supersede any provisions in the Hawaiian Telcom terms and conditions of service or any other agreement between Hawaiian Telcom and the customer, nor does it impact your current service, packaging or rates. The terms and conditions of service contain a binding arbitration provision to which all customers are subject and applies to all services, and is available at [hawaiiantel.com/terms](http://hawaiiantel.com/terms). You may opt-out of electronic delivery of this notice, or request paper copies of the entire annual notice, by contacting Hawaiian Telcom Customer Service at (808) 643-3456.

Commercial or business customers may be subject to different terms or conditions, and/or policies or procedures. Please visit [hawaiiantel.com/business/Business/Service-Terms-and-Conditions](http://hawaiiantel.com/business/Business/Service-Terms-and-Conditions) for additional commercial/business notices and other information.

## HAWAIIAN TELCOM RATES, CHANNEL LINEUPS & ADDITIONAL INFORMATION

You may view standard pricing for all TV packages at [hawaiiantel.com/standardrates](http://hawaiiantel.com/standardrates) and the channel lineup is available at [hawaiiantel.com/channelguide](http://hawaiiantel.com/channelguide). If you have any questions about this notice or would like to receive a paper copy of the rate or channel line-up call Hawaiian Telcom Customer Service at (808) 643-3456. If you would like more information about Hawaiian Telcom's services or policies, you can visit the Hawaiian Telcom website at [hawaiiantel.com](http://hawaiiantel.com) or contact Hawaiian Telcom Customer Service at (808) 643-3456. User guides, help videos, troubleshooting steps, and FAQ's for Hawaiian Telcom's TV products and services are available at [hawaiiantel.com/tvsupport](http://hawaiiantel.com/tvsupport) or for all other services at [hawaiiantel.com/support](http://hawaiiantel.com/support).

A copy of the full channel lineup as well as a list of the current standard rates for TV products is attached.

## HAWAIIAN TELCOM PRODUCTS & SERVICES

Hawaiian Telcom TV provides a variety of products, services, and programming to residential customers on Oahu. Products, services, and pricing described in this notice are subject to change and may not be available in all Hawaiian Telcom areas; and some of the policies, procedures, and services described herein are not applicable in every area. Hawaiian Telcom TV offers Basic service which includes Broadcast television stations (for example, ABC, NBC, etc.), public, educational and government access channels, and public non-profit stations with national programming. Programming schedules are provided by broadcasters and program providers. Hawaiian Telcom also offers additional TV packages (Advantage and Advantage Plus) which include hundreds of 100% IPTV (Internet Protocol Television) channels, HD programming, popular movies, sports programming, news, Free Local On Demand shows, Video On Demand programming, premium channels with Premium On Demand, 14-day Programming Guide, on

screen menu, TV apps, Whole Home DVR service, and access to programmer provided TV Everywhere Apps. Information about Hawaiian Telcom TV products and services can be found at [hawaiiantel.com/tv](http://hawaiiantel.com/tv). INSTALLATION &

## SERVICE MAINTENANCE POLICIES

Requests for Hawaiian Telcom TV services may be made via our online ordering at [hawaiiantel.com](http://hawaiiantel.com) or by telephone. Installation and service call appointments are scheduled in advance. Up to eight-hour (8) windows are available for installation and service call appointments each weekday and on Saturdays, except for legal holidays. If Hawaiian Telcom cannot meet a scheduled commitment, Hawaiian Telcom will attempt to notify the customer and reschedule the appointment, as necessary, at a time that is convenient for the customer. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system. Someone over eighteen (18) years of age with a government-issued picture ID must be present during any installation or repair. Hawaiian Telcom requires its employees to display identification during visits to a customer's service location. Upon customer request, Hawaiian Telcom can relocate Hawaiian Telcom equipment within the customer's home at a mutually agreed upon time and customer may incur a charge.

Customer service is available 24 hours a day, 7 days a week. Telephone calls and online chat sessions, including requests for installation and service calls are monitored and/or recorded for quality assurance purposes. If a customer has a technical problem that arises from Hawaiian Telcom's distribution system, there will be no charge for the service call. In all other cases, including without limitation, where the problem arises from customer equipment or premises, a third-party, and/or unauthorized tampering with the cable or abuse of Hawaiian Telcom's equipment, a service charge may be assessed.

## HOW TO USE HAWAIIAN TELCOM TV SERVICES

Upon installation, customers will receive Hawaiian Telcom TV Set Top Box(s) and remote(s), as well as a Residential Gateway. Customers will also receive instructions and guidance on how to use Hawaiian Telcom TV including how to access the different programs and features. Visit [hawaiiantel.com/tvsupport](http://hawaiiantel.com/tvsupport) for more information including How To Videos, Support articles, and troubleshooting tips. For customer account information, customers should sign up for a Hawaiian Telcom My Account at [hawaiiantel.com/myaccount](http://hawaiiantel.com/myaccount). The online My Account allows customers to access their account information including bill statements, request support, access to Remote DVR, request upgraded services and more.

REMOTE CONTROLS: The Hawaiian Telcom issued remote control works with the Hawaiian Telcom TV Set Top Box(s) and can be programmed to control the TV and other devices. Visit [hawaiiantel.com/Residential/Support/TV-Support/Support-Articles/your-hawaiian-telcom-tv-remote-control](http://hawaiiantel.com/Residential/Support/TV-Support/Support-Articles/your-hawaiian-telcom-tv-remote-control) for a complete list of remote controls and instructions.

PARENTAL CONTROLS: A parental control feature is available to prevent children from watching certain programming based on the appropriateness of the content. Parental Controls can be set for: Specific Channels, US TV Parental Guidelines, Movie Ratings, Unrated Content, Adult Programs, and Rental Purchases.

For more information visit [hawaiiantel.com/Residential/Support/TV-Support/Support-Articles/parental-control](http://hawaiiantel.com/Residential/Support/TV-Support/Support-Articles/parental-control)

ACCESSIBILITY FEATURES: For customers with a hearing impairment, Hawaiian Telcom offers features like Closed Captioning and Caller ID on TV for customers with Hawaiian Telcom Home Phone Service. For customers with a visual impairment, customers can request an Audible Navigation compatible Set Top Box. For information about the Audible Navigation compatible Set Top Box, visit [hawaiiantel.com/Residential/Support/TV-Support/Support-Articles/audible-navigation-for-hawaiian-telcom-tv-service](http://hawaiiantel.com/Residential/Support/TV-Support/Support-Articles/audible-navigation-for-hawaiian-telcom-tv-service) .

To report an immediate Closed Captioning technical issue, please call us at (808) 643-4888, or fax us at (808) 546-6233. You can also submit a concern via email to [closedcaptioning@hawaiiantel.com](mailto:closedcaptioning@hawaiiantel.com). We'll work with you and do our best to resolve your problem within 1 business day.

## BILLING PROCEDURES

PAYMENT OF CHARGES: Customers will be billed monthly, in advance, for services to be received, plus prorated charges, if any, for periods not previously billed. Bills may not be issued for accounts with a zero balance. Billing may commence on or after the earlier of either (a) the activation of any service, or (b) confirmed installation of service equipment. Customer will be billed monthly in arrears for all services used including without limitation, Pay Per View and Video On Demand services ordered where charges are based on actual usage or on orders placed during the previous month. Advertised price does not include Gateway Fee or one-time Activation Fee. Taxes, surcharges and other fees apply. Rates, rate plans and offers subject to change. Other terms, conditions and restrictions apply. Visit [hawaiiantel.com/terms](http://hawaiiantel.com/terms) for details.

Customers shall pay all monthly charges and all applicable fees and taxes by the due date as listed on the Hawaiian Telcom monthly bill statement. Hawaiian Telcom or its affiliate may deliver your monthly bill in an electronic format available via the Internet, setting forth the charges incurred for use of your service(s). 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 bill. Bill payment options include:

- Mail – Hawaiian Telcom PO Box 30770; Honolulu HI 96820-0770
- AutoPay – Sign-up for AutoPay at [hawaiiantel.com/MyAccount](http://hawaiiantel.com/MyAccount)
- Phone – (855) 748-1077 (\$1.95 fee)
- Online – One-time payment (\$1.95 fee)
- Bill Pay Service (set up with your bank) – fees may apply; refer to your bank for details

- Pay at any First Hawaiian Bank branch (\$1.00 fee)

For a full description of all billing terms and conditions that apply to Hawaiian Telcom services, visit [hawaiiantel.com/Residential/Support/Support-Articles/billing-faqs](http://hawaiiantel.com/Residential/Support/Support-Articles/billing-faqs). Additional fees may apply if a Hawaiian Telcom Customer Service Representative's assistance is needed to process the transaction. 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.

**HAWAIIAN TELCOM 30-DAY SERVICE GUARANTEE:** 30-day satisfaction guarantee entitles customer to cancel service within 30 days of installation and receive a credit in the amount of the first month's charges excluding any non-recurring charges. Pay Per View, Video On Demand and other non-recurring subscription purchases are not refundable nor are any related installation fees that may apply. Hawaiian Telcom TV customers are limited to one refund or credit per household for a maximum of 30 days of service.

**SERVICE BUNDLE DISCOUNTS:** Hawaiian Telcom reserves the right to offer, and customer may elect to subscribe to, the current "Bundle Discount" for multiple services. Any change to service will cancel the promotional price.

**MONTHLY SUBSCRIPTION SERVICES:** 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, and regardless of customer's termination of such monthly service prior to the conclusion of the respective subscription month.

**CORRESPONDENCE:** If you'd like to send a formal written concern, please mail your comments to Customer Relations, 1177 Bishop St Suite #5, Honolulu, HI 96813, email us at [Customer.Relations@hawaiiantel.com](mailto:Customer.Relations@hawaiiantel.com) or fax us at (808) 523-7492 and we'll respond within 30 days. You can also call Customer Relations at (808) 643-3377.

**LATE FEE:** A customer can avoid incurring late fees by paying the monthly bill in a timely manner, ensuring that Hawaiian Telcom receives payment by the due date. The due date on your bill applies to current charges only. A late payment fee will apply to any outstanding balance more than 60 days past due date and is intended to be a reasonable advance estimate of our costs that result from late payments and non-payments. Hawaiian Telcom does not extend credit to our customers, and the late payment charge is not interest, is not a credit service charge and is not a finance charge. Taxes and unpaid previous late payment charges are exempt from the applicable balance. The late payment fee is \$9.95 or 1.5%, whichever is higher (provided that the late payment fee will not exceed the maximum amount permitted by law). Overdue balances of less than \$10 will have the late payment fee waived.

**PAYMENTS BY PHONE AND ONLINE:** All bills are due upon receipt. 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. Visit [hawaiiantel.com/myaccount](http://hawaiiantel.com/myaccount) to make one-time payments from a credit card or checking account. A service fee will apply; \$1.95 residential, \$3.95 business. Call (855) 844-1222, enter your 15-digit account number and 5-digit billing zip code. A service fee will apply; \$1.95 residential, \$3.95 business.

**BILLING DISPUTES:** All programming charge disputes must be reported to Hawaiian Telcom within 90 days of the charge 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. 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. Customers wanting to resume a service after any suspension may be subject to a reconnection fee. Customers wanting to resume a service after termination of service may be charged an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. In the event collection activities are required, an additional collection charge may be imposed.

**DISRUPTION OF SERVICE:** 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. Customers should notify Hawaiian Telcom as soon as possible of a service outage. Hawaiian Telcom endeavors to respond and resolve outages in a customer’s service within 24 hours of the outage being reported. Excluding conditions beyond the control of Hawaiian Telcom, we will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. Hawaiian Telcom will begin actions to correct other service problems no later than next business day after notification of the service problem. Unless otherwise required under applicable law, credits are not available for disruptions of service that are beyond Hawaiian Telcom’s reasonable control, not reasonably foreseeable by Hawaiian Telcom or in any way caused by the customer. Hawaiian Telcom will otherwise provide the customer with the proportionate credit for qualifying outages that last for 24 or more consecutive hours, after such interruption is reported to us and the customer has requested a credit within 60 days after the conclusion of such service outage. Such credit shall not exceed the customer’s monthly recurring charges for service at the time of the service outage and shall exclude all one-time, nonrecurring, and per view/use charges, as well as governmental, franchise, regulatory, or other similar required or permissible fees, surcharges, or taxes. In no event shall Hawaiian Telcom be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond Hawaiian Telcom’s reasonable control (e.g. actions by programmers). Except where specifically prohibited by law, the outage credit set forth herein shall be your sole and exclusive remedy for an interruption of service.

TERMINATION OF SERVICE/DISCONNECTED ACCOUNT: A customer may terminate service by calling (808) 643-3456. Refunds or credits, if necessary, will be issued after the return of any Hawaiian Telcom-owned equipment. Based on the state regulatory and notice requirements, Hawaiian Telcom may suspend the service in the event of a violation of any provision of the terms and conditions, including your obligation to pay for the service as charges become due. Charges may apply to suspend and reconnect service. A deposit to re-establish your service may also be required. If the account remains unpaid, it may be forwarded to a third-party for collections, and the customer's credit report may be negatively impacted. Upon termination, Hawaiian Telcom may charge additional fees on any unpaid balance and reserves any and all other rights it has under the terms and conditions of customer's service agreement with Hawaiian Telcom and otherwise under applicable law with respect to billing for service and unreturned equipment. Further, the customer understands and agrees that Hawaiian Telcom reserves the right to charge customer's credit card on file at termination of service in the amount of ongoing fees, any outstanding balance, and/or any unreturned equipment charges, in accordance with applicable law.

## COMPLAINT PROCEDURES

Hawaiian Telcom shall acknowledge receipt of a complaint and complaint inquiry within ten (10) business days of receipt. Hawaiian Telcom shall address complaints and use its best efforts to resolve complaints within thirty (30) days of receipt. Trained company representatives will be available to respond to customer telephone inquiries 24 hours a day.

If you have questions or experience any problems with your Hawaiian Telcom TV service or bill, call us at (808) 643-3456 and we'll work with you to resolve your issue quickly. If our Customer Service Center cannot resolve your problem, please call Customer Relations at (808) 643-3377, email [customer.relations@hawaiiantel.com](mailto:customer.relations@hawaiiantel.com), fax (808) 523-7492, or send written concerns to: Customer Relations, 1177 Bishop St Suite #5 Honolulu, HI 96813, and we'll respond within 30 days. If you are still not satisfied with our resolution of your issue, you may contact the State Cable Television Division at (808) 586-2620 or by mail at:

State Cable Television Division  
PO Box 541, Honolulu, HI 96809

or consult the local franchise authority listed on the back of your monthly billing statement or contact the state agency.