

Acceptable Use Policy

Effective February 1, 2018

THIS ACCEPTABLE USE POLICY IS A MATERIAL PART OF ANY AGREEMENT WITH HOMESMART FOR PROVISION OF ITS SERVICES TO BUSINESS AND CONSUMER CUSTOMERS. PLEASE READ AND FOLLOW THIS ACCEPTABLE USE POLICY CAREFULLY. THIS ACCEPTABLE USE POLICY MAY BE REVISED FROM TIME TO TIME BY HOMESMART AS SET FORTH BELOW.

HOMESMART and its affiliates (collectively "HOMESMART ") have designed this Acceptable Use Policy ("AUP") governing HOMESMART 's services (the "Services") to ensure the integrity of its wireless broadband network and enhance the use of the Services for all of HOMESMART 's customers by designating standards for acceptable and unacceptable use. This AUP (Acceptable Use Policy) forms part of the agreement between HOMESMART and you and is incorporated by reference into HOMESMART's Terms of Service (the "Terms of Service") found at www.homesmartexperts.com capitalized terms not defined in this AUP are defined in the Terms of Service. BY USING THE SERVICE, OR ANY EQUIPMENT PURCHASED OR RENTED BY YOU FROM HOMESMART (the "EQUIPMENT"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AUP.

Prohibited or Actionable Activities.

To preserve the ability of all of its customers to use HOMESMART's network and the Internet without interference or harassment from other users, and as a condition of the Service, HOMESMART prohibits you from engaging in the following activities:

Unlawful or Improper Use of the Service.

You may not use the Service in a manner that is unlawful, harmful to or interferes with use of HOMESMART 's network or systems, or the network of any other provider, damages, disables, or impairs any HOMESMART property, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes spam or e-mail abuse, a security risk or a violation of privacy. The Service is intended for reasonable periodic, ordinary active use.

You may not use the Service to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, federal, or international law, order, rule, or regulation.

Junk E-mail.

You may not use the Service to transmit or facilitate any unsolicited or unauthorized

advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). Violation of the CAN-SPAM Act of 2003, or any other applicable laws regulating e-mail services, constitutes a violation of this AUP.

HOMESMART considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

Fraudulent Activity.

You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communication.

Impersonation.

You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

Software Viruses

You may not use the Service to upload files or transmit any material that contains viruses, worms, Trojan Horses time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties. To protect our customers HOMESMART does monitor Internet ports that are considered to be security risks as determined by HOMESMART in its sole discretion.

Collecting Information.

You may not use the Service to store or collect, or attempt to store or collect, non-public personal information about third parties without their prior knowledge and consent.

Excessive Utilization of Network Resources.

Wireless networks have capacity limits and all customers can suffer from degraded or denied service when one or a small group of users consumes disproportionate amounts of a wireless network's resources. HOMESMART, therefore, will monitor both overall network performance and individual resource consumption to determine if any user is consuming a disproportionate amount of available resources and creating the potential to unreasonably disrupt or degrade the HOMESMART network or network usage by others.

HOMESMART reserves the right to engage in reasonable network management to protect the overall network, including detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and through techniques such as limiting the aggregate bandwidth available to bandwidth intensive users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined by resource consumption and not by the use of any particular application. When feasible, upon observation of an excessive use pattern, HOMESMART will attempt to contact you by e-mail at the e-mail address on file or otherwise to alert you to your excessive use of bandwidth and to help determine the cause. HOMESMART representatives also are available to explain the parameters of this AUP and the Accelerated Performance Services™ to help you avoid another excessive use incident or to upgrade you to a different class of Service that comports with your usage. If you are unavailable or do not respond to HOMESMART 's attempt to contact you regarding excessive use, or if excessive use is ongoing or recurring, HOMESMART reserves the right, set forth in the "AUP Enforcement and Notice" provisions below, to act immediately and without further notice to restrict, suspend or terminate your Service.

Use of Your Account by Others.

You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP nor may you reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service or hardware without HOMESMART 's prior written consent . You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

Security Precautions.

You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

AUP Enforcement and Notice.

Customer's failure to observe the guidelines associated with this AUP may result in HOMESMART taking actions that may range from a warning to a suspension or termination of Service. When feasible, upon observation of a violation of this AUP, HOMESMART may attempt to contact you by e-mail at the e-mail address on file or otherwise to notify you of the violation. HOMESMART representatives also are available to work with you to explain the parameters of this AUP and to help you avoid an AUP violation.

HOMESMART reserves the right, however, to act immediately and without notice to restrict, suspend or terminate Service, if it reasonably determines that your conduct may: (1) expose HOMESMART to sanctions, prosecution, civil action or other liability; (2)

cause harm to or interfere with the integrity or normal operations of HOMESMART 's network or networks with which HOMESMART is interconnected; (3) interfere with another HOMESMART customer's use of the Service; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to HOMESMART or its customers. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of HOMESMART are cumulative and not exclusive of any rights or remedies that HOMESMART may otherwise have at law or in equity. Waiver of any violation of this AUP by HOMESMART shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by HOMESMART in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. HOMESMART has the right but not the obligation to monitor or restrict any uses of the Service that HOMESMART reasonably believes in its sole discretion violates this AUP, any part of the Terms of Service, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

Reporting Violations.

HOMESMART requests that any person who becomes aware of a violation of this AUP report the information to HOMESMART at. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. HOMESMART may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Notices and Procedure for Making Claims of Copyright Infringement.

Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to HOMESMART LLC, Attn: Copyright Infringements. Note that inquiries relevant to the following procedure only will receive a response.

Revisions; Reservation of Rights.

HOMESMART reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time, by sending you an email notification to the email address associated with your account, or by announcing any amendments or modifications in the "Service Announcements" section of HOMESMART 's website: www.homesmartexperts.com . Such amendments or modifications will become effective on the date we send them to you by email, or announce them on our website, whichever is earlier; afterwards, your continued use of the Service or Equipment will constitute your

acceptance of any such amendments or modifications. However, if you do not wish to continue Service after a change that is materially disadvantageous to you, you may terminate this Agreement by providing written notice to HOMESMART within twenty (20) days of the effective date of the modification.

HOMESMART Wireless Broadband Internet Service Agreement:

Copyright

ALL RIGHTS RESERVED. The entire content of this site, including but not limited to text, design, graphics, interfaces, code, and the selection and arrangement thereof, is protected as the copyrights, trade dress, trademarks and other intellectual property rights owned by HOMESMART, and its affiliates.

The HOMESMART™ name and logo and other designated names, marks, and phrases are trademarks of HOMESMART, Inc. and its affiliates.

Privacy Policy

HOMESMART is committed to protecting your privacy. Please read this privacy policy statement carefully so that you understand what kind of information we may gather about you, how we may use that information, whether we may disclose it to anyone, and the choices you have regarding our use of the information and your ability to correct the information. We will not trade, sell, or disclose to any third party any form of personally identifiable information without your consent, including information derived from registration, subscription, and use of the HOMESMART service, except as stated below. This policy applies only to HOMESMART, and not to other companies' or organizations' Web sites to which we link.

The Information We Collect

The information HOMESMART gathers generally falls into four general categories: (1) personal, business, and demographic information you supply that we use primarily for evaluating applicants and conducting market research; (2) information you supply when you register or initiate transactions; (3) tracking information gathered as you navigate online; (4) information required to enable your use of certain applications. Some of this information identifies a particular person, but much of it does not. Third-party providers, whose sites are featured on and accessed via our site, or third party manufacturers of devices that can be used by you on our network, may gather information as well.

When you interact with HOMESMART, when applying for HOMESMART Service, for example, we may request some or all of the following information:

1. Contact information (e.g., name, address, telephone number, and e-mail address)
2. Credit card, debit card or check card and HOMESMART account number
3. Driver's license

4. Company name (for corporate accounts)
5. Household characteristics (e.g., number of children and number of Internet users)
6. Technology employed (e.g., type of Internet access and specifications for your computer)

Why We Collect This Information

We need this information to process your application or service order and to conduct market research. If we have trouble processing your application or order, we use the contact information you provide to get in touch with you. We also use your contact information to provide you with HOMESMART updates or to assist you with your wireless Broadband Internet service and to inform you of new products or services that may be of interest to you.

Use of Cookies

To help make our website more responsive to your needs, we use a standard feature of browser software nicknamed "cookies." We use cookies to help us tailor our website to your needs, to deliver a better, more personalized service, and to remember certain choices you've made so you don't have to re-enter them. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize HOMESMART pages, or register with HOMESMART sites or services, a cookie helps HOMESMART recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, preferred email address, and so on. When you return to HOMESMART, the information you previously provided can be retrieved, so you can easily use the HOMESMART features that you customized.

We use two kinds of cookies: (i) temporary or "session"-based cookies that contain certain information about a user's or visitor's use of our website at a particular time and (ii) "persistent" cookies that contain certain account-related information about a registered user's use of our website. Session-based cookies are automatically disabled or deleted when a user or visitor to our website closes his or her browser software at the end of session. Persistent cookies remain stored on a registered user's computer system until he or she disables or deletes them. Of course, if you set your browser not to accept cookies or you delete them, you may not be able to take advantage of the personalized features enjoyed by other visitors to and users of our website.

Information Collected by Third Parties

Of course, our site includes links to other web sites, and provides access to products and services offered by third parties, whose privacy policies we don't control. In addition,

some manufacturers of devices that can be used on our network (whether co-branded with the HOMESMART brand name or not) may include in such devices software to monitor device usage and performance, and an embedded web browser that can be remotely activated by the manufacturer without your knowledge. Such browsers are typically used by the manufacturer to remotely connect to devices in order to send software updates or gather device performance data such as, for example, session duration, or volume of bytes downloaded and uploaded. In some instances manufacturers may share with HOMESMART some or all of the information they collect (in which case the shared information will be subject to HOMESMART 's privacy policy), however HOMESMART does not control how those manufacturers may use information they collect and you should check your device manufacturer's privacy policy. When you (a) access another web site, purchase products or services or conduct other transactions through a Web site linked to our web site, or (b) use a device in which the manufacturer has embedded monitoring software and a web browser, use of any information you provide or which is otherwise gathered by such manufacturers is governed by the privacy policy of the operator of the site you're visiting, the provider of such products or services, or the manufacturer of the device, as applicable. The provider's or manufacturer's privacy practices may differ from ours, and we are not responsible for their actions. Please be aware that these third-party sites or manufacturers may also use their own cookies, web beacons or third-party software or "spyware", for which we are also not responsible.

Disclosure of Information

We consider the personal information contained in our business records to be confidential. HOMESMART will not read, listen to or disclose to any third parties private e-mail, conversations, or other communications, except as described here, that are transmitted using our services. We may sometimes disclose information about you to our business partners or to others who work for us. We may access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on HOMESMART ; (b) protect and defend the rights or property of HOMESMART including, without limitation the security and integrity of our network; or (c) act under exigent circumstances to protect the personal safety of users of our services or members of the public.

As our business grows, we may buy or sell various assets. In the unlikely event that HOMESMART, one of its business units, or substantially all of its assets are acquired by another company, information about our visitors would be among the transferred assets.

Security

HOMESMART is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities. When we transmit highly confidential information (such as a credit card number) over the Internet, we protect it through the use of encryption,

such as the Secure Socket Layer (SSL) protocol. As effective as modern security practices are, no physical or electronic security system is impenetrable. We cannot guarantee the complete security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. We have implemented strict internal guidelines to ensure that your privacy is safeguarded at every level of our organization. HOMESMART will continue to revise policies and implement additional security features as new technologies become available.

Location Information

To make wireless communications possible, HOMESMART's network knows the general location of your wireless device whenever it is turned on. Your wireless device sends out a periodic signal to the nearest radio tower/cell site so that our network will know where to route an incoming communication and how to properly bill for the service. This is necessary to make wireless communications possible.

Your location information will only be used to provide the service(s) or carry out the transaction(s) you have requested or authorized. HOMESMART does not and will not track your location, and any request you make to determine your location will not be paired with any information that identifies you personally.

Your wireless Broadband Internet service may also be personalized using your zip code or other location identifiers that you provided, such as an address. We use this information to serve you relevant content, and we treat the information like any other personal information under this policy.

The law permits us to disclose the call location of a device on our network without a user's consent (1) to a user's legal guardian or members of a user's immediate family in an emergency situation that involves the risk of death or serious physical harm, (2) to database management services or information providers solely to assist in delivering emergency services, (3) if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires or justifies disclosure of a device's location on the network without delay, and (4) in "aggregate" form. Aggregate data is collective data that relates to a group or category of services or customers, from which individual customer identities and characteristics have been removed.

HOMESMART and Kids

HOMESMART takes care to protect the safety and privacy of young people using our services, and encourages you to participate in your child's experience in cyberspace. We do not sell products or services to kids. Also, we do not knowingly collect personally identifiable information from children and teenagers under the age of 18 and HOMESMART does not wish to collect any such information.

Parents, please note that if you grant consent for your child to use our services, your child will be able to communicate with other users of all ages. Before providing consent, please be aware that your child will be able to disclose personal information (e.g. name, address, e-mail, and phone numbers) on his or her own. We encourage you to talk with your

children about communicating with strangers and disclosing personal information online.

Federal law requires website operators who collect personal information from children under the age of thirteen to first get parental consent. HOMESMART will not knowingly link to any third party web site that solicits or collects personally identifiable information from minors.

HOMESMART Spam Policy

HOMESMART will deal with Spam complaints seriously and will close spammer's customer accounts. We may use customer information to investigate and prevent potentially unlawful activity that threatens the service or network integrity or otherwise violates the service agreement.

What Is Spam?

Spam is email that is sent against the wishes of the recipient. There are two kinds. The first kind of spam concerns individuals who email people that they don't know personally. The second type of spam is sent by organizations to individuals who have not expressed a desire to receive such communications. Both kinds of spam are inappropriate.

Enforcement of this Privacy Statement

If you have questions regarding this statement, you should contact HOMESMART.

Privacy Policy Changes

If we decide to change our privacy policy, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone. By continuing to use HOMESMART after we post any changes, you accept and agree to this privacy statement, as modified. Of course, our use of information gathered while the current privacy statement is in effect will be consistent with the current statement, even if we change that statement later.

Terms of Service

Wireless Broadband Internet Service Effective [XXXXX, x, 2015]

THIS WIRELESS BROADBAND INTERNET SERVICE AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND HOMESMART ("HOMESMART "). THIS AGREEMENT IS SOMETIMES REFERRED TO AS THE "TERMS OF SERVICE". BY USING HOMESMART ' WIRELESS BROADBAND INTERNET SERVICE (THE "INTERNET SERVICE"), ANY RELATED OPTIONAL SERVICES (THE "OPTIONAL SERVICES"), OR ANY EQUIPMENT PURCHASED OR RENTED BY YOU FROM HOMESMART ("EQUIPMENT"), (THE INTERNET SERVICE AND THE OPTIONAL SERVICES ARE COLLECTIVELY REFERRED TO AS THE "SERVICE"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. THE

ADDITIONAL TERMS STATED IN YOUR ORDER CONFIRMATION (WHICH DETAILS THE SERVICE PLAN(S) YOU HAVE AGREED TO PURCHASE) ARE INCORPORATED HEREIN BY REFERENCE AND ARE PART OF THIS AGREEMENT. ALL PORTIONS OF THE TERMS OF SERVICE SET FORTH IN THIS AGREEMENT APPLY TO THE HOMESMART PRODUCTS AND SERVICE, UNLESS OTHERWISE SPECIFIED.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING:

LIMITS AND DISCLAIMERS ON HOMESMART 'S LIABILITY AND WARRANTIES;

THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE

FEES FOR EARLY TERMINATION;

THE REQUIREMENT THAT DISPUTES BE SETTLED BY ARBITRATION, AND NOT BY LAWSUIT;

A WAIVER OF ANY RIGHT TO TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION;

1. Agreement Governing Use of Service.

The current version of this Agreement (including the Service Plans) can be found at www.homesmartexperts.com. HOMESMART reserves all rights including the right to revise, amend, or modify this Agreement or any other policy at any time, by sending you an email notification to the email address associated with your account. Such amendments or modifications will become effective on the date we send them to you by email afterwards, your continued use of the Service or Equipment will constitute your acceptance of any such amendments or modifications.

2. Term of the Service

Month to Month Subscriber - When you purchased a monthly subscription, you will be able to use the Service for any consecutive monthly period which has been paid in advance as described in your Order Confirmation. For example, if you purchased a month-to-month subscription and your billing cycle commences on the eighth day of a particular month, then you will be charged on the eighth day of the following month and each month thereafter until your Service is terminated.

Terms Applicable to HOMESMART Service Accounts

Subject to applicable law, you expressly agree that all applicable monthly subscription and/or other fees and charges will accrue until this Agreement has terminated, the Services have been disconnected, and all rented Equipment has been returned to HOMESMART. Monthly Service fees will not be pro-rated. Upon termination or

expiration of this Agreement for any reason, HOMESMART and its suppliers reserve the right, to the extent permitted by applicable law, to delete any voicemails, data, files, electronic messages or other information stored on HOMESMART 's or its suppliers' servers or systems. HOMESMART, its affiliates and their agents and suppliers will have no liability whatsoever as the result of the loss of any such data, names or addresses or other information.

From time to time, HOMESMART may reasonably require you to cooperate with and consent to remote and/or on-site (i) service level verification, and/or (ii) troubleshooting by HOMESMART. You agree that failure to comply with our reasonable requests constitutes grounds for termination of your Service.

4. Payments and Invoices/Metered Billing.

You will make payments to HOMESMART for the Service and Equipment using your credit, debit, or other acceptable bank card (the "Card"), check (AHS) or through an electronic funds transfer ("EFT") that debits funds directly from a bank account that you designate (EFT not an option for HOMESMART Service accounts at this time). You will ensure that the Card and/or EFT-related information you have provided to HOMESMART is valid at all times. Failure to provide valid Card information or Card status may result in Service suspension or termination, late charges, re-activation fees and other fees and charges attributable to you as a result of your failure to timely pay your account balance(s). Fees and charges for Service are contained in the Order Confirmation and your invoice on "My Account" (My Account is HOMESMART 's web-based account tracking system that allows you to view your account status, pay invoices, and make other changes to your account profile at any time). As part of the order process, or whenever you update your Card information on file with us, HOMESMART will pre-authorize one or more charges on your account with your Card. The charge will be related to the account activation and for the estimated amount of the first month's service + tax plus any fees for account setup, installation or other fees which are fully disclosed at the time of purchase. Thereafter, HOMESMART may or may not send you a reminder to purchase another term of service on a monthly basis for the Service, the Equipment (as applicable), including any Optional Services (as applicable). Monthly charges will be automatically charged to your Card or debited via EFT from your e-check account on record, as specified in any applicable recurring payment plan you enter with HOMESMART. You expressly agree that HOMESMART may charge your Card all amounts associated with your HOMESMART account. You will pay HOMESMART all outstanding balances when due.

5. Billing Disputes.

You must notify HOMESMART in writing no later than thirty (30) days after receiving your Card or bank account statement if you dispute any HOMESMART charges on that statement or such dispute will be deemed waived. HOMESMART will resolve all billing disputes in its sole discretion.

6. Delinquency/Late Fees.

a. Accounts not paid in full by the due date are subject to suspension or termination by HOMESMART. In addition, HOMESMART may terminate your Service if your Card expires or the bank account is closed or suspended and you have not provided HOMESMART with a valid replacement Card or EFT-related information. In the event of such suspension or termination by HOMESMART, you will pay HOMESMART any outstanding fees and all collection costs and fees, including reasonable attorneys' fees and late fees, incurred or charged by HOMESMART. HOMESMART may, but is not required to, reactivate your Service after Service has been suspended or terminated. Before Service may be reactivated, you must pay HOMESMART all past due amounts and late payment fees plus a reasonable suspension charge per account to cover HOMESMART's administrative costs associated with the termination and applicable taxes.

b. All delinquent charges and charges not honored by your Card issuer or bank will be subject to a late fee equal to 1.5% (or the highest amount allowed by law, whichever is lower) of the delinquent amount(s) or \$5 per month (or portion of a month), whichever is greater. Except to the extent prohibited by law, this late fee may be charged pending the resolution of any disputes you may have raised regarding your invoiced charges, provided however that any disputed charges which are resolved in your favor will not be assessed a late fee or have the late fee removed from the charges.

7. Availability of Service/Variation of Performance/Maintenance Outages.

You acknowledge that HOMESMART Service, may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. You agree to provide **HOMESMART** with the correct address of your primary place of use, which will be used to determine whether adequate coverage is available. You further agree to promptly notify **HOMESMART** of any changes in the primary Service address. In order to provide the best possible service to its customers, **HOMESMART** must perform maintenance on its network. In some cases this may require **HOMESMART** to conduct either a planned or unplanned interruption of the Service. **HOMESMART** will use commercially reasonable efforts to schedule maintenance outages so as to minimize the impact on its customers, but cannot guarantee that your Service will not be interrupted, and cannot always give advance notice of such outages. You acknowledge and agree that **HOMESMART** shall not be responsible for any losses or damages suffered by you as a result of any Service interruptions due to maintenance outages. Please see Section 11 (Credits) and Section 21 (Limitation of Liability) of this Agreement for further restrictions on **HOMESMART**'s liability for Service outages. Except as otherwise provided in this Agreement, no refunds or credits will be made for any Service outages.

8. Equipment Provided - Rent.

If you rent any Equipment from HOMESMART, you must return all rented Equipment in good working order upon the termination or expiration of this Agreement or upon HOMESMART's request. If you fail to return all rented Equipment in good working

order, reasonable wear and tear excepted, within thirty (30) days after expiration of this Agreement or by the date otherwise specified or requested by HOMESMART, you agree to pay HOMESMART a "non-return" fee for such Equipment, which you acknowledge is a reasonable estimation of the repair or retail value of the Equipment. In addition, if you do not return the rented Equipment to HOMESMART by the required date, you agree to continue paying HOMESMART your monthly Broadband Internet Service charges until you return the Equipment. You hereby irrevocably authorize HOMESMART to charge such amounts (the cost of the Equipment and the monthly Broadband Internet Service charges) to any Card or bank account you provide or previously have provided to HOMESMART for any purpose. You understand that this authorization to charge your Card or bank account for failing to return rented Equipment in good working order may not be revoked even if you revoke authorization to charge your Card or bank account for other purposes. HOMESMART may replace, upgrade, repair, or otherwise modify any rented Equipment, and will repair or replace (in HOMESMART's sole discretion) any properly maintained rented Equipment that fails to operate as required for the delivery of Service. You also acknowledge and agree that the modem you are purchasing/leasing may be refurbished equipment, and there shall be no offset, discount, or other reduction in purchase or rent price. You may not modify rented Equipment in any way or sell, encumber, or otherwise transfer the Equipment to others. This section, including all authorizations herein, will survive expiration or termination of this Agreement for any reason.

9. Equipment and Installation Warranty.

HOMESMART warrants to you that the Equipment and its installation by HOMESMART will be substantially free from material defects, under normal use in compliance with HOMESMART's instructions, for a period of 90 days from the date you receive the Equipment or installation ("Limited Warranty"). This Limited Warranty excludes any defects resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, an act of God, your failure to comply with HOMESMART's policies or other instructions provided by HOMESMART, actual or attempted alteration of or additions to the Equipment not approved by HOMESMART, or any other cause beyond the reasonable control of HOMESMART, all as determined by HOMESMART (collectively, "Excluded Causes"). Repair or replacement, in HOMESMART's discretion, of the Equipment and performance of the installation is HOMESMART's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment or the installation, as applicable. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of this Agreement.

10. Support.

You may elect to use the troubleshooting guides and user information provided by HOMESMART or available at: www.homesmartexperts.com prior to contacting HOMESMART Customer Service for assistance. In the event that you request a service call to your Service location and HOMESMART determines that the problem is your responsibility, you authorize HOMESMART to charge your Card or bank account or

require you to otherwise pay for the cost of the service call.

11. Credits.

No credit or adjustment will be made for interruptions or degradations of the Service except as provided for in this Section. In the event of an interruption of the Service that continues for a period of twenty-four (24) hours or more, a credit allowance will be made for an amount not to exceed the prorated monthly charges for your Service during the affected period provided that you request the credit in writing within thirty (30) days of the commencement of the interruption or degradation. The foregoing credit will be your sole and exclusive remedy for any interruption or degradation of the Service. No credit will be available if the interruption period results from any Excluded Causes set forth in Section 9 (Equipment and Installation Warranty) of this Agreement.

12. Network Management.

You acknowledge that performance and bandwidth available to each computer or device connected to the network may vary for reasons including, but not limited to the number of users, computers or devices connected to the network, the amount of data being transferred over the network, and available bandwidth. You also agree that HOMESMART reserves the right to engage in reasonable network management to protect the overall network, including detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and through techniques such as limiting the aggregate bandwidth available to bandwidth intensive users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined by resource consumption and not by the use of any particular application. For further information, please refer to HOMESMART's Acceptable Use Policy, which may be amended from time to time.

13. Acceptable Use Policy.

The Acceptable Use Policy is incorporated into this Agreement as though it is a part of the Agreement. HOMESMART reserves the right to immediately restrict, limit, suspend or terminate your Service or terminate this Agreement for any violation of the Acceptable Use Policy, in which case you will forfeit any unused Internet time and will not be entitled to a refund.

14. Privacy.

HOMESMART's Privacy Policy describes how HOMESMART may collect and use your personally identifiable and other information.

15. Ownership; No Licenses.

The Service and rented Equipment, and any firmware or software used to provide the Service, embedded in any Equipment, or used in connection with the Service (collectively "Software"); all Service information, documents and materials delivered to

you by HOMESMART or located on HOMESMART 's website (collectively "Information"); and all names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of HOMESMART are and will remain the sole property of HOMESMART, Inc. and nothing in this Agreement grants you the right or license to use any of such Software, Information, or Marks except for your nonexclusive use of the Software and Information in connection with your personal use of the Service in accordance with the Agreement.

16. Tampering with the Equipment.

You must not use with the Service any Equipment that has an altered electronic serial number or equipment identifier or any Equipment that has undergone a factory reset without the express written permission from HOMESMART. In addition, you may not use with the Service any serviced, altered, modified, stolen, or tampered Equipment, or permit any other person (unless authorized in advance by HOMESMART in writing) to do so.

17. Theft of the Service or Rented Equipment.

You must notify HOMESMART immediately, in writing or by calling HOMESMART Customer Service, if any rented Equipment is lost or stolen or if you become aware at any time that the Service is being stolen or fraudulently used.

19. Termination/Discontinuance of Service.

HOMESMART may suspend or discontinue providing the Service generally, or terminate your Service, either in whole or in part, at any time in its sole discretion. If HOMESMART discontinues providing the Service generally or terminates your Service for a reason other than your breach of this Agreement, you will be responsible only for charges accrued through the date of termination, including a pro-rated portion of the final month's charges.

20. Disclaimer of Representations and Warranties.

THE ONLY WARRANTIES BEING MADE BY HOMESMART WITH REGARD TO THE SERVICE AND EQUIPMENT ARE THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 9 OF THIS AGREEMENT. THE HOMESMART PARTIES (AS DEFINED BELOW) DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AVAILABILITY, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR NON-INFRINGEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS NOT EXPRESSLY INCORPORATED HEREIN, OR BY ANY HOMESMART EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY ANY HOMESMART PARTIES. HOMESMART DOES NOT

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21. Limitation of Liability.

(A) IN NO EVENT SHALL ANY OF THE HOMESMART PARTIES BE LIABLE OR OBLIGATED IN CONNECTION THIS AGREEMENT, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY: (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO HOMESMART FOR THE APPLICABLE SERVICE OR EQUIPMENT HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS; (III) FOR ANY LOSS OR CORRUPTION OF DATA, DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET, INABILITY TO MAKE OR COMPLETE CALLS USING THE INTERNET PHONE SERVICE, OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR THE SERVICE LOCATION; (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND/OR LOST PROFITS; (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY USER'S DATA; OR (VI) FOR ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OR CAUSES OUTSIDE HOMESMART 'S REASONABLE CONTROL.

(B) THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT HOMESMART WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF YOU ARE DISSATISFIED WITH THE SERVICE OR EQUIPMENT OR IF YOU HAVE ANY OTHER DISPUTE WITH HOMESMART , OR CLAIM AGAINST HOMESMART THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ANY LIABILITY WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES, LIMITED TO THE AMOUNT AND BY THE EXCLUSIONS SET FORTH IN THIS SECTION. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

22. Complaint Resolution/Notices.

All complaints must be sent to HOMESMART Customer Service at the address set forth at customercare.homesmart@gmail.com or by calling (325) 388-9278. HOMESMART may require you to describe the complaint in writing. Written notices to you from HOMESMART will be deemed given: (i) when sent to the email address specified on your Order Confirmation, or such other email address you specify in writing, with at least thirty days prior notice, (ii) three (3) days following the date deposited in the U.S. Mail addressed to your last known address as kept in HOMESMART's files, or (iii) the date of delivery or rejection when sent by a nationally recognized courier. You are responsible for notifying HOMESMART of any changes in your email and/or mailing address. Written notice to HOMESMART will be effective when directed to HOMESMART's Customer Service Department and received at the address set forth at customercare.homesmart@gmail.com. Except as provided in this Agreement, notices must be in writing to be effective. You also agree that all correspondence and notice sent to you by HOMESMART, including account statements, account status, payment and billing information, and changes to terms of service will be sent by HOMESMART electronically to the last email address provided by you.

23. Indemnification.

You will defend, indemnify, and hold harmless HOMESMART and its affiliates, the agents and suppliers of each, and any of their directors, officers, employees, agents, and shareholders and any other service provider or supplier (collectively, the "HOMESMART Parties") against any and all claims, losses, damages, and liabilities arising from the use or misuse of the Service or Equipment by you or by any person you allow to use the Service or Equipment, or any breach of this Agreement by you or associated with HOMESMART's installation of Equipment, including, but not limited to, claims by any owner of the Service location. You also agree to reimburse the HOMESMART Parties and pay each HOMESMART Party's reasonable attorneys' fees and costs related to defending such claims and related to enforcing this Agreement, including any such fees incurred in connection with any appeal. This section will survive termination or expiration of this Agreement for any reason.

24. Assignment and Successors in Interest.

All of the provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable against your respective successors and permitted assigns. Except as specifically stated herein, you may not assign this Agreement or any of your rights, interests, or obligations without the prior written consent of HOMESMART. Any such assignment without consent will be void.

25. Entire Agreement/Severability.

This Agreement consists of these terms and conditions, the Order Confirmation, and your Service Plan (each as they may be amended from time to time) and represents the entire agreement and understanding of you and HOMESMART regarding the subject matter of

this Agreement and supersedes all other representations, whether electronic written, or verbal, regarding the subject matter herein. In the event this Agreement is inconsistent with any document incorporated herein by reference or any other agreement between you and HOMESMART, this Agreement will control, unless HOMESMART has expressly stated or agreed otherwise. In the event that a court of competent jurisdiction determines, in a final non-appealable judgment, that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of this Agreement will remain in full force and effect and shall be enforced as nearly as possible in accordance with the stated intention of the parties

26. Arbitration; Choice of Law; Statute of Limitations; Jury and Class Action Waiver.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU RESIDE WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THIS AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO HOMESMART UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT. THE PLACE FOR ARBITRATION WILL BE IN THE STATE WHERE THE SERVICE IS PROVIDED. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. THIS DUTY TO ARBITRATE AND THE PROVISIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THIS AGREEMENT. YOU AND HOMESMART WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE OR EQUIPMENT. NEITHER PARTY SHALL, AND EACH PARTY WAIVES ANY RIGHT TO, PARTICIPATE IN A CLASS ACTION (INCLUDING ANY CLASS ARBITRATION), EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER, ACT AS A PRIVATE ATTORNEY GENERAL, OR JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. YOU AND HOMESMART AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THIS AGREEMENT WILL PREVENT HOMESMART FROM SEEKING CONSERVATORY, PROTECTIVE OR

INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY COURT OF COMPETENT JURISDICTION. IN THE EVENT THAT ANY OF THE TERMS IN THIS SECTION 24 IS HELD TO BE IN CONFLICT WITH A MANDATORY PROVISION OF APPLICABLE LAW, THE CONFLICTING TERM OF THIS SECTION 24 SHALL BE MODIFIED AUTOMATICALLY TO COMPLY WITH SUCH PROVISION AND THE REMAINDER OF THIS SECTION 24 SHALL NOT BE AFFECTED.

Visitor Agreement

Introduction

Welcome to the HOMESMART web site. This web site is a service of HOMESMART and its affiliates ("HOMESMART "). By using this web site, you agree to the terms of this visitor agreement ("Visitor Agreement"). You should read this Visitor Agreement carefully. If you don't accept the terms of this Visitor Agreement, please don't use the HOMESMART web site. Each time you use this web site in the future, you agree to the terms of the Visitor Agreement as it exists at the time of your use.

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To obtain access to certain services through the HOMESMART web site, you may be given an opportunity to register with HOMESMART. As part of any such registration process, you will select a member name and password. You agree that the information you supply during that registration process will be accurate and complete and that you will not register using a fictitious name or under the name of, nor attempt to enter our site under the name of, another person. HOMESMART reserves the right to reject or terminate any member name that it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify HOMESMART of any known or suspected unauthorized use of your account.

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Miscellaneous

This Visitor Agreement has been made in and will be construed in accordance with the laws of the State of Minnesota. By using the HOMESMART web site, you consent to the exclusive jurisdiction of the state and federal courts in Minnesota, in all disputes arising out of or relating to this Visitor Agreement and your use of the HOMESMART web site. Any cause of action or claim you believe you may have with respect to the HOMESMART web site or any HOMESMART service or product obtained through the HOMESMART web site must be brought within one (1) year after the alleged claim or cause of action arises. Any failure to insist upon or enforce strict performance of any provision of this Visitor Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Visitor Agreement.

We reserve the right to suspend service or deny access to our site for any reason. Neither such termination of access, nor any action or inaction by you or any other user of this web site, shall suspend or terminate your obligations under this Visitor Agreement.

Return Policy

HOMESMART offers a 30-day money back guarantee on services and HOMESMART devices - no questions asked!

We will un-install the outdoor modem with minimal impact to your premise and the device. If you are a Mobile customer, return your USB modem to us, in like new condition, and we will refund the purchase amount.

No refund on New account set up fee and Installation fee.

Refunds will be applied to the original payment method.

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