



Onsite Paging

Terms and Conditions of Use

Effective Date: September 2007

Terms and Conditions of Use

This website, including any subsite accessible through the homepage (the "Site"), is published and maintained by HME Wireless Inc. When you access, browse, or use this Site you accept, without limitation or qualification, the terms and conditions set forth below and any additional terms and conditions of use set forth in any subsite.

Your Right to Use the Site and Its Contents

This Site is only for your personal use. You may not distribute, exchange, modify, sell, or transmit anything you copy from this Site, including but not limited to any text, images, audio, and video, for any business, commercial, or public purpose. As long as you comply with the terms of these Terms and Conditions of Use, HME Wireless grants you a non-exclusive, non-transferable, limited right to enter, display, and use this Site. You agree not to interrupt or attempt to interrupt the operation of this Site in any way.

Ownership

All materials on this Site, including but not limited to audio, images, software, text, and video clips (the "Content"), are protected by copyright under U.S. copyright law, international conventions, and other copyright laws. You cannot use the Content, except as specified herein. You agree to follow all instructions on this Site limiting the way you may use the Content. There are a number of proprietary logos, service marks, and trademarks found on this Site. By making them available on this Site, HME Wireless is not granting you any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

Responsibility for User's Material

You are prohibited from posting or transmitting any defamatory, libelous, obscene, pornographic, profane, threatening, or unlawful material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Although HME Wireless may from time to time monitor or review bulletin boards, postings, transmissions, and the like on the Site, HME Wireless is under no obligation to do so and assumes no liability or responsibility arising from the contents of any such communications or for any defamation, error, inaccuracy, libel, obscenity, or profanity contained in any such communication. HME



Onsite Paging

may change, edit, or remove any user material or conversations that are illegal, indecent, obscene, or offensive, or that violate HME's policies in any way. HME Wireless will fully cooperate with any law enforcement authorities or court order requesting or directing HME Wireless to disclose the identity of anyone posting such materials.

HME Wireless' Rights to User's Material

If you send any communications or materials to the Site by electronic mail or otherwise, including any comments, data, questions, suggestions, or the like, all such communications are, and will be treated as, non-confidential and non-proprietary. Thus, you give up any claim that any use of such material violates any of your rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way HME Wireless uses such material.

Any material submitted to this Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted, or used by HME Wireless anywhere in the world, in any medium, forever. Furthermore, HME Wireless is free to use, without any compensation to you, any concepts, ideas, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information. However, you agree and understand that HME Wireless is not obligated to use any such ideas or materials, and you have no rights to compel such use.

Transmitted Material

Internet transmissions are never completely private or secure. You understand that any message or information you send to this Site may be read or intercepted by others, unless there is a special notice that a particular message (for example, credit card information) is encrypted (sent in code). Sending a message to HME Wireless does not cause HME Wireless to have any special responsibility to you.

Links

This website may contain links to other Internet sites on the World Wide Web. HME Wireless provides such links for your convenience only, and is not responsible for the content of any website linked to or from this Site. Links from this Site to any other website do not mean that HME approves of, endorses, or recommends that website.



Onsite Paging

HME Wireless disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity of any content on any other website.

Contests

This Site may contain contests that offer prizes or that requires you to send in material or information about yourself. Each contest has its own rules, which you must read and agree to before you may enter.

Rules for Kids (Under Age 16)

If you are under 16, you should ask your parents or a guardian before you:

- E-mail the Site, or ask us to e-mail anything to you
- Send in any information
- Enter any contest or game that requires information about you or offers a prize
- Join any club or group
- Post any information on any bulletin board or enter any chatroom or
- Buy anything online

Availability of Products and Services

The products and services displayed on the Site may not be available for purchase in your particular country or locality. The reference to such products and services on the Site does not imply or warrant that these products or services will be available at any time in your particular location. You should check with your local HME Wireless authorized dealer/representative for the availability of specific products and services in your area.

HME Wireless' Right to Change These Terms and Conditions of Use or Content on the Site

HME Wireless may add to, change, or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of Use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes. HME Wireless may add, change, discontinue, remove, or suspend any other Content posted on this Site, including features and specifications of products described or depicted on the Site, temporarily or permanently, at any time, without notice and without liability.

Indemnification



Onsite Paging

You agree to indemnify, defend, and hold HME Wireless and all of its agents, directors, employees, information providers, licensors and licensees, officers, and parent (collectively, "Indemnified Parties"), harmless from and against any and all liability and costs (including, without limitation, attorneys' fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions of Use or the foregoing representations, warranties, and covenants. You will cooperate as fully as reasonably required in HME Wireless' defense of any claim. HME Wireless reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of HME Wireless.

Disclaimer of Warranties and Damages; Limitation of Liability

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THIS SITE (INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE) IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITH REGARD TO THE CONTENT ON THIS SITE, HME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (1) FOR THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY CONTENT PUBLISHED ON OR AVAILABLE THROUGH THE SITE; (2) THAT THE SERVER THAT MAKES THIS SITE AVAILABLE IS FREE OF VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY WHEN YOU ACCESS, BROWSE, DOWNLOAD FROM, OR OTHERWISE USE THE SITE. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO HME WIRELESS' NEGLIGENCE, SHALL HME WIRELESS BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES RELATED TO (A) THE USE OF, (B) THE INABILITY TO USE, OR (C) ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF THIS SITE, EVEN IF HME OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO

THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL HME WIRELESS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED \$100.00.

General Provisions



Onsite Paging

These Terms and Conditions of Use and any additional terms posted on this Site together constitute the entire agreement between HME Wireless and you with respect to your use of this Site. Any cause of action you may have with respect to your use of this Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these Terms and

Conditions of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this agreement, and the remainder of these Terms and Conditions of Use shall continue in full force and effect. These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without reference to its conflicts of law rules.