

Hawaiian Telcom Customer Referral Program Terms and Conditions

1. These terms and conditions (collectively, the “Terms and Conditions”) apply to Hawaiian Telcom, Inc.’s (“Company”) Customer Referral Program (the “Program”). Current or former customers of the Company (“Referrers”) and new Company customers (“Referees”) acknowledge and agree to these Terms and Conditions by participating in, using, sending, or receiving links from or to the Program. Referrers and Referees shall collectively be referred to as “Participants.” All referrals must comply with these Terms and Conditions and satisfy all Program criteria to be eligible for a referral reward.
2. **Overview.** The Program allow Eligible Referrers and Eligible Referees to earn certain Referral Rewards for Qualified Referrals of the Company’s High Speed Internet services (the “**Service**”). The terms “Eligible Referrer”, “Eligible Referee”, “Referral Rewards” and “Qualified Referral” are defined below.
3. **Eligible Referrer and Eligible Referee.** In order to be eligible to participate in the Program and be considered an “Eligible Referrer” or “Eligible Referee”:
 - a) Participant must be at least 18 years old
 - b) For Eligible Referrers, Participant must be a current or former residential customer of the Company. For Eligible Referees, Participant must not be an existing residential account holder, or have been a residential account holder within the last six (6) months. Business customers are not eligible.
 - c) Residents or residential customers in a multi-tenant environment, such as an apartment, condominium, or planned community, who may receive or purchase services from Company under a bulk sales agreement, are not eligible to participate in this Program.
 - d) Participant must not be a Company employee, or third party agent, who receives commission-based pay. Family members of a Company employee who receives commission-based pay are also not eligible.
 - e) Participant must not be prohibited from participating in the Program or any similar Company referral program.
4. **Qualified Referral.** A “Qualified Referral” means that all the following conditions have been met:
 - a) Eligible Referee must use an Eligible Referrer’s referral code or link to subscribe to a new residential Service.
 - b) Referee must subscribe to and install the Service
 - c) Referee’s new Service account must remain active and in good standing for at least thirty (30) calendar days, and the Company must receive payment for Referee’s first invoice.

- d) Canceling or transferring Service on Referee's account will remove all current Referral Rewards associated with that Referrer, and Referral Rewards cannot be restored after they have been removed.
- e) Referrers cannot refer themselves.

5. Referral Reward.

- a) The Referrer may earn certain referral rewards (the "**Referral Rewards**") as further described herein for each Qualified Referral. Company reserves the right to change or cancel the Referral Rewards and/or Program at any time.
- b) Issuance of the Referral Reward will be made after the Company receives its first payment subscribing for the Service from the Eligible Referee. Referral Rewards may vary and are subject to change without notice. The current Referral Rewards are as described on Hawaiian Telcom's Customer Referral Program Help Center webpage, available here: www.hawaiiantel.com/Refer
- c) The Referral Reward cannot be combined with any other offer (including with any other gift card offer), is valid for a limited time only, and may be modified, suspended or terminated in whole or in part at any time, in the Company's sole discretion.
- d) Referrer is permitted to share its referral code or link directly with friends and family (e.g. via email, personal Facebook, X, Instagram or LinkedIn). However, Referrer may not use business or commercial accounts to distribute its referral code or link. Referrer is also prohibited from distributing its referral code or link through mass emails, texts or messages using automated systems or bots.
- e) Referral Rewards in the form of eGift cards will be delivered via email only. Physical gift cards will not be mailed. Participant may be asked to provide or confirm their email address and must provide a valid and accurate email address. Company is not responsible for e-gift cards that are undeliverable or not received due to Participant's failure to provide a valid or accurate email address, or because of spam filters, firewalls, email inbox over size limit or other reasons outside of Company's reasonable control. Once the e-gift card is sent by Company to the email address provided by Participant, it will be deemed delivered, and Company is not responsible for any lost or stolen e-gift cards. If an e-gift card code does not work, Participant's sole remedy will be a replacement of such e-gift card. E-gift cards are also subject to the terms and conditions of the e-gift card merchant or provider.
- f) Only Qualified Referrals from Eligible Referrers to Eligible Referees and which follow these Terms and Conditions shall be eligible for a Referral Reward

6. General Provisions.

- a) Company shall determine, in its sole discretion, whether the Referee or Referrer is eligible for Referral Reward, or may be considered an Eligible Referee or Eligible Referrer, and reserves the right to reject any Referee or Referrer for any reason.
- b) Company reserves the right to change eligibility criteria under the Program, remove Referral Rewards deemed to be the result of fraud, abuse, misuse, or such other inappropriate or suspicious behavior.
- c) A Referrer or Referee may be required to provide information about themselves or the other, such as name, age and address, in order to validate

the Referral Reward and their eligibility. Referrer represents and warrants that they have the consent of the Referee(s) to send the referrals.

- d) Referral Rewards are exclusive of applicable federal, provincial, state, local or other governmental sales, general excise, use or other taxes, fees or charges imposed by a government authority ("**Taxes**"). Referrer and Referee agree and acknowledge that they are responsible for the reporting and remitting of all applicable Taxes that arise from the Referral Reward Notwithstanding the foregoing, Company may withhold from the Referral Reward any amounts required to be withheld by the appropriate government authority, provided that Company remits such amounts to the appropriate government authority on behalf of the Referrer and supplies Referrer with evidence of such payment.
 - e) If Participant receives a total value of \$499 in Referral Rewards (e.g., \$499 in gift cards) or more, in one calendar year, Company will send Participant a W-9.
 - f) Rewards may not be redeemed for cash. Upon termination of the Program or any portion thereof for any reason, any unredeemed Rewards that have not yet been delivered to Participant are forfeited.
7. **Indemnity.** Participants shall indemnify, defend and hold Company harmless against any and all third party proceedings, causes of action, suits, damages, losses, liability, costs and expenses (including reasonable legal fees) whatsoever that may arise, either directly or indirectly, in connection with the Program or use of the e-Gift Cards.
8. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO PARTICIPANT FOR DIRECT DAMAGES IN EXCESS OF THE TOTAL REFERRAL REWARD PAID TO PARTICIPANT BY COMPANY DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE DAMAGES OCCURRED; AND COMPANY SHALL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
9. **Severability & Waiver.** If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government, or by the final determination of a court of competent jurisdiction, such invalidity will not affect the enforceability of any other provisions not held to be invalid. The provisions of this Agreement shall be interpreted to carry out the intent of the parties to the fullest extent permitted by law. Any delay by either party to exercise any right or remedy under this Agreement will not be construed to be a waiver of that or any other right or remedy hereunder.