

## General Terms and Conditions

The following is an agreement between you and Cellular One ("we", "us" or "our") for wireless telephone service and other services (the "Service"). This agreement incorporates herein by reference the contents of the Customer Service Agreement you, signed and any written rate plan information or other written sales literature provided to you simultaneously herewith (all such information, together with these terms and conditions shall be referred to "herein as this "Agreement"). We will provide the Service on the following terms and conditions.

1. **About These Terms and Conditions – PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.** WHEN YOU (1) GIVE US A WRITTEN OR ELECTRONIC SIGNATURE, (2) TELL US ORALLY OR ELECTRONICALLY THAT YOU ACCEPT, (3) PAY US ANY AMOUNT FOR THE SERVICE, (4) ACCEPT ANY BENEFIT IN EXCHANGE FOR COMMITTING TO NEW TERMS AND CONDITIONS AND/OR A NEW CONTRACT TERM, OR (5) ACTIVATE YOUR SERVICE THROUGH YOUR WIRELESS PHONE, YOU ARE CONSENTING TO THESE TERMS AND CONDITIONS AND WILL BE BOUND BY THIS AGREEMENT. **IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS DO NOT DO ANY OF THE ABOVE.** You warrant that you are at least 18 years old and have the legal capacity and authority to execute this Agreement. If you are ordering Service for a company you are representing that you have the power to bind that company. These terms and conditions are in addition to any other provisions contained in your particular rate plan.

2. **Term of Service/Trial Period** – Except as expressly permitted herein, you agree to maintain service with us for your minimum term (the "Term"). The Term begins on the date when your Service is activated. If you are a new customer, you can cancel this Agreement within 30 days of activation of service and you will not have to pay an Early Termination Fee (as defined below) provided you return your wireless telephone in good condition and in its original packaging to the original place of purchase. You will not be entitled to a refund of any portion of the first month's fees collected at the time of activation, including but not limited to, monthly access, feature and/or option charges, the network programming fee and taxes and other fees/charges. You will also be responsible for any and all charges for calls you made while using the service up through the date of cancellation. This Agreement does not automatically expire after the Term. Your Service will continue on a month-to-month basis at the contracted rate plan until we terminate the agreement, a termination request is received from you or a new Agreement is signed by you.

3. **Termination of Service** – We have the right to discontinue temporarily or terminate your Service without notice to you if: (a) you fail to pay any amounts due by the due date, (b) we believe you have breached any part of this Agreement, (c) we cease to furnish the Service, (d) we believe your Service is being misused or used by anyone for unlawful activity, (e) your use of the Service adversely affects service to other customers, (f) you provided inaccurate or false information to us, (g) we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit, (h) if a majority of minutes in any three consecutive monthly periods are used off the portion of our network that we own and operate or (i) if your principal residence is not within our Cellular One of East Texas owned and operated area. Except as expressly permitted herein, **IN THE EVENT THAT YOU TERMINATE THE AGREEMENT AFTER THE EXPIRATION OF THE TRIAL PERIOD DESCRIBED IN SECTION 2 ABOVE AND PRIOR TO THE END OF THE TERM OR ANY RENEWAL TERM, OR IN THE EVENT WE TERMINATE THE AGREEMENT PRIOR TO THE END OF THE TERM FOR ANY OF THE REASONS LISTED ABOVE, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING AND NOT AS A PENALTY, AN EARLY TERMINATION FEE OF \$150.00 PER ACTIVE MOBILE NUMBER (THE "EARLY TERMINATION FEE") ON YOUR ACCOUNT.** Additionally you remain fully responsible for all charges, including fixed charges relating to the period prior to such termination. Except as provided herein voluntary termination requires a thirty (30) day written notice of request for termination and such termination shall only become effective on or about thirty (30) days from the date received. You shall remain fully responsible for all charges incurred during that time. Furthermore, you agree to pay all reasonable collector and/or attorney fees in the event that we find it necessary to enforce, collect, preserve or protect our rights under this Agreement.

4. **Credit Check Consent and Reporting Authorization** – You authorize us to ask credit-reporting agencies for credit information about you and to share credit information about you with credit reporting agencies. You have the right to dispute the accuracy and completeness of any credit report we receive. Upon written request, we will provide you the name and address of the credit agency that gives us a credit report about you. You authorize us to disclose information related to your account(s), including confidential information and payment history, to credit reporting agencies, private credit reporting associations and otherwise as required by applicable law. At any time during the term of this Agreement, we may, in our discretion, require you to submit a deposit, pursuant to Section 14 hereof, as security for payment of charges or to increase the amount of a deposit previously submitted. The deposit will constitute a partial guarantee of payment and cannot be used by you to make payments on your invoices. Amounts deposited will not earn interest, unless required by applicable law. Upon default or termination, you authorize us to apply the deposit to any amounts still owing by you for the Service prior to termination. Any remaining deposit exceeding \$10.00 will be returned without interest to the address set forth in your account information. You agree any amounts under \$10.00 will not be returned and will be retained by us to cover administrative costs incurred in closing your account.

5. **Billing** – You will be billed on a monthly basis and are responsible for paying all charges for or resulting from the Service provided under this Agreement. Payment is due upon receipt of the invoice. Billing cycles may change from time to time. Charges include, without limitation, airtime, roamer, recurring monthly service, administrative and late payment charges; network surcharges; optional feature charges; toll; collect call and directory assistance charges; and other charges or calls billed to your wireless telephone number and applicable taxes and government fees. Roaming charges may appear on a bill after the billing period in which the roaming occurred and these calls may be applied against your airtime allowance in the month they are billed. You will be billed for all applicable state, federal, local and regulatory taxes and fees, which may be changed without advance notice to you. We also charge monthly fees (such as universal service and regulatory fees) related to our governmental costs. These fees are not required by law and are subject to change. If your wireless telephone is lost or stolen, you will be responsible for all charges incurred on your wireless number until you report the theft or loss and provide a police report number to us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your monthly service fee. You are responsible for paying your monthly service fee if your service is suspended for nonpayment. Late payment fee will be charged at a rate of 1.5% of balance.

6. **Limitations on Service** – Service is normally available to your phone when it is within the operating range of our system and may be available outside that area in areas of other service providers that agree to carry our customers' calls. We do not guarantee that your wireless telephone will work at all times. The Service to be provided by us to you pursuant to this Agreement is subject to transmission limitations caused by atmospheric, topographical and other conditions. Additionally, the Service may be temporarily refused, interrupted, curtailed or limited due to system capacity, limitations imposed by an underlying carrier, third-party provisioning failures, fraud, equipment modifications, upgrades, repairs or reallocations, government regulations and orders and similar activities necessary or helpful to the operation of our wireless telephone system.

7. **Use of Service, Wireless Safety** – You agree not to use the phone or Service for any unlawful or abusive purpose or in any way that damages our property or interferes with or disrupts our system or other users. You will not transmit any communication which would violate any laws, court order or regulation. You are responsible for all content you transmit through your phone. You agree that you will comply with all laws applicable to operating a motor vehicle while using your wireless phone.

8. **Privacy** – We have a duty under federal law to protect the confidentiality of information about the quantity, type and destination of your use of our service. We won't share information about you without your permission unless required by law or by legal process or to protect our rights or property. You consent to our sharing such information with our affiliates to develop or bring to your attention new products and services or in the event of a merger, sale of assets or acquisition in which your confidential information would be transferred as a business asset. This consent is valid until revoked by you and will survive the termination of this Agreement. You acknowledge that our systems use radio signals to transmit voice and data communications and that the Service may not be completely private. You authorize our monitoring and recording of calls to us concerning your account or the Service for training or quality assurance purposes. You acknowledge through our implementation of federally mandated E911 services, we will have the ability to track your location while you are using your wireless phone. We may also share your account information to initiate, render, bill and collect for the Service or to protect users of those Services from fraudulent, abusive or unlawful use of the Service, or if we reasonably believe that an emergency involving death or serious bodily injury requires disclosure of such information without delay.

9. **DISCLAIMER OF WARRANTIES** – WE HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, DIRECT OR INDIRECT, WRITTEN OR ORAL IN CONNECTION WITH THE WIRELESS TELEPHONE EQUIPMENT OR SERVICE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF OURS OR ANY OF OUR AGENTS OR EMPLOYEES WITH REGARD TO THE SELECTION OF THE SERVICE WHICH IS THE SUBJECT OF THIS AGREEMENT OR THE WIRELESS TELEPHONE UNIT. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT THE MANUFACTURER OF THE WIRELESS TELEPHONE EQUIPMENT AND RELATED ACCESSORIES AND ANY STATEMENT CONCERNING SAME SHOULD NOT BE INTERPRETED AS A WARRANTY THEREOF. TO THE EXTENT THAT ANY OF THE LIMITATIONS ON WARRANTY ARE NOT PERMITTED BY APPLICABLE LAW, THEY WILL NOT APPLY TO YOU. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. **LIMITATION OF LIABILITY** – TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING THOSE ARISING OUT OF PERFORMANCE OR NONPERFORMANCE HEREUNDER, SHALL WE BE LIABLE FOR CONSEQUENTIAL OR INDIRECT LOSS TO YOU, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LIABILITIES OF YOURS TO THIRD PARTIES) OR FOR ANY SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, OUR SOLE LIABILITY, IF ANY, TO YOU FOR INTERRUPTION IN THE SERVICE FOR ANY REASON WHATSOEVER IS TO MAKE A CREDIT ALLOWANCE IN THE FORM OF A PRO RATA ADJUSTMENT, OF THE FIXED MONTHLY CHARGES BILLED TO YOU UNDER THIS AGREEMENT. However we shall not be obligated

to make such adjustment unless service shall have been interrupted for at least twenty-four continuous hours. The pro rata adjustment will be computed in accordance with the charges in effect from time to time. In no case shall the credit exceed the monthly service for interruptions caused by failure of equipment or Service not provided by us. IN NO EVENT SHALL WE BE LIABLE FOR INTERRUPTIONS, DELAYS OR FAILURE TO PROVIDE SERVICE BECAUSE OF ACTS OF GOD, FIRE, WAR, RIOTS, CIVIL DISTURBANCES OR OTHER INSURRECTION, ACTION OR INACTION BY GOVERNMENT AUTHORITIES, DEFAULT BY SUPPLIERS OR OTHER CAUSES BEYOND OUR CONTROL. ADDITIONALLY, WE SHALL NOT BE LIABLE FOR ANY DAMAGE, ACCIDENT, INJURY OR THE LIKE OCCASIONED BY THE USE OF THE SERVICE, YOUR BREACH OF THIS AGREEMENT OR THE USE OF YOUR WIRELESS TELEPHONE EQUIPMENT OR WHICH MAY RESULT FROM LACK OF PRIVACY ON THE SYSTEM. TO THE EXTENT THAT ANY OF THE LIMITATIONS ON LIABILITY ARE NOT PERMITTED BY APPLICABLE LAW, THEY WILL NOT APPLY TO YOU. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. **INDEMNIFICATION AND RELEASE** – YOU AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS US, OUR AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING BUT NOT LIMITED TO LEGAL AND EXPERT WITNESS FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR YOUR USE OF THE SERVICE. USE OF YOUR WIRELESS TELEPHONE MAY BE PROHIBITED OR RESTRICTED BY LAW IN SOME AREAS, INCLUDING WHILE OPERATING A MOTOR VEHICLE. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND, WITHOUT LIMITING THE FOREGOING, YOU SHALL INDEMNIFY US FROM CLAIMS ARISING FROM SUCH UNLAWFUL USE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

12. **Changes to Agreement and Pricing** – Your service is subject to our business policies, practices and procedures, which we can change at any time without notice. From time to time, we may send you written notice of changes to the terms of this Agreement or your pricing. If any of those changes adversely affect your rates, rights or service in any material way, you may terminate this Agreement by providing us with written notice within 30 days after we notify you of the change and you will not be responsible for any Early Termination Fee. You will still be responsible for all charges for Service made through the date of termination. We may permit you to change your rate plan or Service during the Term. If you change, you will be subject to the requirements of that change, which may include a new term.

13. **Wireless Telephone Unit/Telephone Number** – Any wireless unit used by you in connection with the Service must be technically and operationally compatible with our wireless system and must comply with the rules and regulations of the Federal Communications Commission. Your wireless unit may contain software that prevents it from being used with any other wireless carrier and your unit utilizes a SIM card it will only accept a SIM card provided by us. We will provide you with a telephone number for your Service. Only one wireless telephone unit may use any particular assigned telephone number. Except for any rights granted to you by federal law, you have no property right or other proprietary interest in your assigned number, and we reserve the right to change your assigned number or assign that number to someone else. By using the Service, you agree to abide by the terms and conditions of any applicable software license related to the Service.

14. **RESOLUTION OF DISPUTES** - PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

a. **Binding Arbitration.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of subsidiary, parent or affiliate companies, arising out of or relating to this Agreement or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

b. **Arbitration Procedures.** You must first present any claim or dispute to us by contacting us to allow us an opportunity to resolve the dispute (subject to limitations period specified in subparagraph c below). You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA online at [www.adr.org](http://www.adr.org). You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class-wide or representative basis. In any arbitration applying the WIA Rules applicable to large complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

c. **Costs of Arbitration.** For claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

d. **Waiver of Class Actions.** By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis and not on a consolidated, class-wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allow for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity.

e. **Limitations Period.** Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Agreement must be brought within two years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

15. **Deposit** – If you are required to pay a deposit, the deposit will be held in a non-interest bearing account, unless otherwise required by law. After twelve (12) consecutive months of on-time payments and a current account balance, at your request, the deposit will be applied to your account. If, at any time during the twelve (12) months, your account becomes past due, the twelve (12) consecutive month period shall begin again. Should the account become delinquent, your deposit may be applied to any amount due and unpaid including the Early Termination Fee if your Service is terminated.

16. **No Assignment, Resale or Sublease** – This agreement may not be assigned, in whole or in part, by you nor may the Service provided hereunder be resold, sublet or otherwise transferred to any third party by you without our express prior written consent. We reserve the right to assign this Agreement in whole or in part any time to any third party without your consent or notice to you. Upon assignment by us, we are released from all liability related to this Agreement.

17. **Governing Law/Regulatory Affairs** – The Service is subject to the jurisdiction of Federal and/or State regulatory agencies and where required by law, we have filed with the appropriate agency or agencies a Tariff with respect to the Service. You may inspect a copy of the Tariff, if applicable, during our normal business hours at our office. You agree to be bound by all terms and conditions of any Tariff filed by us (including our limitation of liability), and all revisions thereto (including any changes in rate) and by all applicable rules and regulations of the regulatory agency or agencies having jurisdiction. If there should be any conflict between this Agreement and the Tariff, or between this Agreement and such rules and regulation, the terms of the Tariff or such rules and regulations shall prevail.

18. **Entire Agreement** – This Agreement is governed by the laws of the state where we provide Service. You acknowledge that you have not relied upon any previously written, oral, or implied representation, inducement or understanding of any kind, that this Agreement (including the Customer Service Agreement you signed and any written rate plan information or other written sales literature provided to you) constitutes the entire Agreement between us, and supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. In the event any provision of this Agreement shall be determined to be unenforceable by a court or agency of competent jurisdiction, then the remaining provisions shall continue with full force and effect.

19. **Notice** – Notices to be delivered under this Agreement shall only be effective if delivered in writing by mail, fax or electronic means. Notices shall be effective (i) 3-days following the date deposited in the U.S. mail, (ii) 1 day following delivery to a nationally recognized overnight delivery service or courier for overnight delivery, (iii) immediately upon transmission when using fax or electronic means of transmission. We will deliver any notices to you at the address set forth in your account information. You are responsible for updating your address on file with us. You may deliver notice to us to the following address Cellular ONE of East Texas, 810 S. Otsego Ave. Ste 108, Gaylor, MI 49735. Your notice must contain specific information regarding your account, including your name, wireless number for which you receive services and account number.