

# **CELLULAR ONE TERMS AND CONDITIONS**

**(Revised & Effective February 26, 2019)**

*Please read these Terms and Conditions carefully. Your agreement with Cellular One includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, which are available at [www.cellularoneonline.com](http://www.cellularoneonline.com) (collectively "Agreement" and/or "Contract"). These Terms and Conditions are a legally binding agreement between you and Cellular One ("Cellular One" or "we"). They contain important information about your legal rights, and require that certain disputes be resolved through arbitration instead of a court trial. Cellular One reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. **Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Cellular One website found at [www.cellularoneonline.com](http://www.cellularoneonline.com). Cellular One, therefore, encourages all subscribers to review the Terms and Conditions on our Website periodically.***

*Cellular One complies with the Federal Communications Commission's ("FCC") Internet Broadband Industry Rules as they pertain to Cellular One as a mobile broadband provider. We seek to provide you with transparency into Cellular One's network management practices, performance characteristics and terms and conditions of our services so that you can make informed choices about our mobile broadband services; and so that content, application, service and device providers have the information needed to develop, market, and maintain Internet offerings.*

## **HOW DO I ACCEPT THESE T&C'S?**

***By purchasing or activating your Cellular One Electronic Device or using any Cellular One service ("Service"), customer ("You") acknowledge and agree to the following terms and conditions:***

### **If you don't want to accept these T&Cs, don't do any of these things:**

When you accept, you're telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a contract. If you accept for an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

## **1. WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?**

In these T&Cs, you'll find important information about:

- Cellular One services provided to you ("Services");
- Any equipment for which we provide Service, such as a phone, handset, tablet, or SIM card (collectively, a "Device");
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device ("Charges");
- Privacy information;
- Network management practices;
- Limitations of liability;
- Resolution of disputes by arbitration and class action waiver; and
- Internet Disclosures and Policies.

## **2. WHAT YOUR CONTRACT CONSISTS OF AND WHEN THE CONTRACT STARTS**

Your agreement with Cellular One includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at [www.cellularoneonline.com](http://www.cellularoneonline.com) (collectively "Agreement"). Your Rate Plan includes your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern. Your Agreement applies to each line of Service. Please read these T&Cs carefully.

They cover important information about Cellular One services provided to you ("Service"); your phone, handset, device, SIM card, data card, or other equipment or third party device used with our Service ("Device"); and any access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device ("Charges"). These T&Cs include fees for early termination, Rate Plan changes, and late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court.

Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a 24-month period ("Service Commitment"), specified on your Service Agreement. At the end of your service commitment, this Agreement will automatically continue on a month-to-month basis. If your Agreement has no Service Commitment, it is a month-to-month Agreement.

Any applicable state public utility commission tariffs also govern.

### **3. NATURE OF SERVICE**

Our rate plans, devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on Cellular One's Home Network Area (aka "On Network"). Cellular One's Home Network Area can be found at [www.cellularoneonline.com](http://www.cellularoneonline.com).

### **4. HOW WILL I BE CHARGED FOR DATA USAGE?**

Data service may be included in your Rate Plan. Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. If you do not have a Data Plan, your Device may not be able to access data services.

### **5. OUR AGREEMENT TO PROVIDE YOU CELLULAR SERVICE; YOUR AGREEMENT TO PAY, BLOCKING**

Cellular One is licensed to provide cellular service and have suitable facilities, subject to the limitations described below and subject to the requirements of any Cellular One tariff and applicable laws and regulations. Cellular One may also enter into roaming agreements with other carriers to allow you to use your phone where Cellular One lacks the best coverage, but roaming service is not guaranteed and is subject to additional limitations described below. You agree to pay for our services and equipment we supply at the rates in your Rate Plan or as posted in our stores or on our Website and according to this Contract. Cellular One may, in our discretion, amend or add to any rates, charges, or terms, subject to the provisions in Section 8 below. Cellular One may, in its sole discretion, block access to certain categories of numbers (*e.g.*, 976, 900 and international designations). Cellular One blocks all international roaming calls by default. In order to use your phone in foreign countries you need to contact Cellular One Customer Care at 1 (800)730-2351 and ask that your phone be unlocked for use in a foreign country. **Customers traveling abroad should be aware that international roaming charges can be exceptionally high.**

### **6. ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?**

The terms of these T&Cs apply to prepaid customers, and additional terms specific to prepaid customers may be found at [www.cellularoneonline.com](http://www.cellularoneonline.com). Your Cellular One prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service you must have a Cellular One prepaid Service account balance for pay-as-you-go service or be on an active prepaid plan. Service may be suspended when your account balance reaches zero and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for 30 days, however, depending on the time of day that you activate your Service or that your Service expires, your service cycle may not equal 30 full 24-hour days. Your monthly plan may automatically renew at the end of 30 days if you have a sufficient Cellular One prepaid Service account balance to cover your prepaid Service plan before the first day after your service cycle. If you do not have a sufficient Cellular One prepaid Service account balance, your prepaid Service will be suspended unless you move to a pay-as-you-go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information.

Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or vouchers. You will not have access to detailed usage records or receive monthly bills.

#### **7. ARE THERE ANY OTHER TERMS THAT APPLY TO ME?**

Yes. Your “Agreement” includes these T&Cs, the additional terms found in your Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these T&Cs. Sections marked “\*” continue after termination of our Agreement with you.

You should also be aware that our Privacy Policy, Fair Usage Policy and Internet Disclosures and Policies available at [www.cellularoneonline.com](http://www.cellularoneonline.com), apply to the use of our products and services.

You might also have other agreements with us, such as an equipment installment plan.

#### **8. MODIFICATIONS TO TERMS AND CONDITIONS**

Cellular One may change the prices or the terms and conditions, or other charges of its service at any time regardless of Plan. Cellular One will first provide you notice of a change by one or a combination of methods: a bill message, bill insert, separate postal letter, email or text message. If you are a post-paid customer and a change to your Plan or this Agreement has a material effect on you, you can cancel your Service that has been affected with no Early Termination Fee within 60 days of receiving notice from Cellular One. Using the service after 60 days of receiving notice from Cellular One is your acceptance of the change.

#### **9. WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?**

Once you notify us that your Device has been lost or stolen, we will suspend your Service and you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, applicable taxes, fees, and surcharges. If Charges are incurred before you notify us, you are not liable for Charges you did not authorize. However, the fact that your Device or account was used is some evidence of authorization. You may request us to investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. If you request that we not suspend your Service, you will remain responsible for all Charges incurred.

#### **10. CONTRACT TERM, TERMINATION, AND EARLY CANCELLATION FEE**

Your Contract will be for the initial term required by your Rate Plan or relevant promotion, usually two (2) years. If you cancel early, a fee of up to Three Hundred Sixty Dollars (\$360.00) will apply. The fee is reduced by Fifteen Dollars (\$15.00) for each month of service. At the end of your initial term, the Contract will convert to a month-to-month term. Cellular One may terminate if you breach this Contract, including but not limited to, failure to pay your monthly service fees when due, use of the service for fraudulent or unlawful purposes, disproportionate Roaming, as discussed below in Section 12, or in violation of Cellular One’s Fair Use Policy. Further, Cellular One may terminate your service if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives. You may terminate this Contract: (a) subject to a restocking fee during our 14 day trial period, as described on our Website; (b) during the initial term by paying the prorated fee, (c) or at any time after the initial term without a fee.

#### **11. YOUR RATE PLAN DESCRIBES YOUR CHARGES, INCLUDED MINUTES, AND ADDITIONAL CHARGES**

Your Rate Plan explains your particular plan for your cellular service. Because it is part of your Contract, it is important you understand it. If you have any questions about your Rate Plan, (1) ask a sales representative at any of our retail stores; (2) review our Website; or (3) call Customer Care at 1 (800)730-2351.

#### **12. IMPORTANT INFORMATION ABOUT “ROAMING”**

These T&Cs describe the experience you can expect on our network, including information about our reasonable network management practices, and the experience on our roaming partners’ networks:

- Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our network may vary and change without notice depending on a variety of factors. For more information go to [www.cellularoneonline.com](http://www.cellularoneonline.com). You agree that we are not liable for problems relating to Service availability or quality.
- Additionally, we may implement other network practices, such as caching less data.
- Our Internet Disclosures and Policies includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices.

In order to provide you the most widespread and reliable cellular service, any time your Device is not receiving a strong signal from our network (“On Network”), it may connect to another carrier (“Off Network”) that we have a roaming agreement with. “Roaming” is when you place or receive a voice call/SMS (text)/or accessing data outside the Cellular One Home Network Area. **Cellular One reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners’ network.** Cellular One’s decision to prioritize your cellular service to a chosen roaming partners’ network, or slow the bitrate throughput rate on a roaming partners’ network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Cellular One’s sole discretion.

Roaming charges in foreign countries (“International Roaming”) may be especially high.

#### **12.1 You must use your Device predominantly within the Cellular One Home Network Area.**

Disproportionate roaming (including unlimited plans of any kind) occurs when a user’s usage is on other carriers’ networks (Roaming or Off-Net usage) greater than 50% during any 2 months during a 12-month period, measured from the start date of your contract, in which case Cellular One may, at its option, terminate your wireless service or access to data services, deny user’s continued use of other carriers’ coverage, or change user’s plan to one imposing usage charges for roaming usage.

Cellular One will provide you with notice that it intends to take any of the above actions, and you may terminate this Agreement without being assessed a termination fee.

### **13. INTERNATIONAL ROAMING AND DIALING**

Availability and features offered for international roaming and dialing vary depending on your Rate Plan and Device. All countries may not be available for roaming and available countries may change from time to time. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you may be charged international rates (including for voicemails left for you and for data usage). This includes per minute rates for calls and per minute rates for calls transferred to your voicemail and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for you and regardless of whether your Device is on or off. Different rates and rounding increments apply in different countries. While roaming internationally, your data throughput may be reduced and your Service may be otherwise limited or terminated at any time without notice. You are responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

### **14. FAIR USE POLICY**

**In order to provide reliable services at reasonable costs to our customers, we have certain restrictions in place to ensure the activities of some users do not disrupt or impair other customers’ services or our network. You may not use our services in a manner that harms, or unduly interferes with Cellular One’s network or system; or in a manner that is unlawful, or infringes on intellectual property rights.** Cellular One reserves the right, without notice or limitation, to terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, SMS, or data uses set forth in this Agreement or Cellular One’s Fair Use Policy, found at [www.cellularoneonline.com/fair-use-policy](http://www.cellularoneonline.com/fair-use-policy) if Cellular One, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. Cellular One voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described herein.

Listed below in (14.1) are examples of the permitted uses of the service and your device and in (14.2) the examples of the prohibited uses of the service and your device.

**14.1 Examples of Permitted Uses of the Service and Your Device Include:**

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;
- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device Plan (**if allowed by your Data Plan**) to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

**14.2 Unless Explicitly Permitted by Your Rate Plan or Data Plan, You Are Not Permitted to Use Your Device or the Service in a Way That We Determine:**

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware”, hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications which automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being off-net (i.e., connected to another provider’s network) for any 2 billing cycles within any 12 month period;
- Results in unusually high usage (specifically, more data usage than what 97% of all customers use in a month, based on recent historical averages (updated quarterly)) and the majority of your data usage being Smartphone Mobile HotSpot, i.e., tethering (unless allowed by your Rate Plan);
- Resells the Service, either alone or as part of any other good or service;
- Tamper with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

**15. UNLIMITED USE PLANS**

If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited usage plans" are subject to Cellular One’s prohibited network uses, disproportionate roaming, and Fair Use Policies, as set forth above. Cellular One may at its option, terminate your wireless service, deny you continued use of other carriers’ coverage, or change your plan to one imposing charges for roaming usage.

**16. MESSAGING (TEXT, VIDEO AND PICTURE) AND DATA**

Certain messages, including those to third parties to participate in a promotion or other program, may result in additional charges. Rates for texting to or from a foreign country may be especially high and may vary and are subject to change. There is no guarantee that messages will be received, and Cellular One is not responsible for lost messages. Text messages are typically limited to 160 characters. Messages with more than 160 characters may result in another separate text message and may be delivered out of order.

Data Services are available only with particular Cellular One devices. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB; 1024MB equals 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your Date Plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Data activity on your phone occurs regardless of who initiates the activity, and you are responsible for all data activity from and to your phone. Your bill will not separately identify the actual amount of data used (i.e., KB's; MB's; GB's) associated to your use of specific sites, sessions or services used. Premium content (games, ringtones, songs, etc.) may be purchased through independent third-party vendors who may bill you separately. Third-party purchases will not appear on your monthly Cellular One bill.

### **16.1 Network Management.**

In addition, if your total usage exceeds your Data Plan (amount is subject to change without notice; please check Cellular One's Terms and Conditions on [www.cellularoneonline.com](http://www.cellularoneonline.com) for updates) during a billing cycle we may block you, we may reduce your bitrate transfer speed (i.e., data speed) for the remainder of that billing cycle. Cellular One employs reasonable network management practices that are appropriate and tailored to provide security, confidentiality, and integrity of network services; reasonable measures to address traffic that is harmful to the network, and providing services or capabilities consistent with an end user's choices regarding services offered. We manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. We use web optimization techniques to streamline web page downloads to increase efficiency of data transmitted in the process, including caching data, using less capacity, and sizing video more appropriately for a Device to transmit data files more efficiently. These practices are agnostic to the content itself and to the websites that provide it. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on your Device.

### **16.2 Data Plans.**

Cellular One may, from time to time, offer Data Plans that offer "Unrestricted Increments of Usage" up to a specific amount of megabytes or gigabytes of data use. Unrestricted Increments of Usage means Cellular One does not intentionally reduce a user's bitrate transfer speed. Once a user reaches the specific amount of data of a particular Data Plan, Cellular One intentionally reduces the user's bitrate transfer speed. **THEREFORE, IT IS IMPORTANT YOU UNDERSTAND YOUR PARTICULAR DATA PLAN OF WHEN WE MAY REDUCE YOUR BITRATE TRANSFER SPEED.** Further, Cellular One may have roaming agreements with other carriers that allow a user to access data on a Cellular One roaming partner's network. Cellular One reserves the right, in its sole discretion, to restrict what carrier a Cellular One customer may roam on while out of the Cellular One Home Network, as well as restrict or reduce bitrate transfer speed.

**BECAUSE OF FACTORS OUT OF ITS CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, CELLULAR ONE DOES NOT GUARANTEE DATA SPEEDS.**

### **16.3 Content or Applications.**

Some Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") that you can purchase with your Device may not be sold by Cellular One. For some third party purchases, Cellular One is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through third parties. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third party seller.

You may be able to restrict access and certain services by speaking with a sales representative at our retail stores, calling Customer Care at 1 (800)730-2351 or dialing 611 from a Cellular One device. When you use, download or install Content & Apps from a third party seller, you may be subject to license terms between you and third parties.

## **17. HOW WE CHARGE AND BILL YOU FOR CALLS, TEXT MESSAGES, AND DATA SERVICES**

### **17.1 Billing Cycle, First Month.**

The monthly access charges set forth in your Rate Plan are billed one month in advance. On your first statement, you will be billed for the portion of the monthly access charge calculated from the date you began service to your first bill cycle date, plus the next month's access charge, so your first bill may be larger than subsequent bills. Thereafter, billing cycles are normally 30 days.

### **17.2 Plan Minutes, Texts, and Data.**

Your Rate Plan likely includes a monthly allowance of a set amount of airtime minutes and, if applicable, text messages, and data. Unused minutes, messages, and data allowances are forfeited and you may not use them in a future monthly billing period or apply them to other phones. Toll, regional calling, and long distance charges will be charged separately, except to the extent they may be included in your Rate Plan. Charges are determined based on your location at the start of a call and do not change if you move during the call. If you use more minutes, messages, or data than are included in your Rate Plan, you will be charged for the extra usage at the rates in your Rate Plan, or your Device will no longer work except for emergency services. Cellular One is compliant with the Federal Communications Commission's (FCC) "Wireless Consumer Usage Notification Guidelines." If you are on a plan with limited minutes and/or texting and/or data you will get one free text notification when you reach 75%, 85%, 95% and another free text when you reach 100% of your monthly limits.

### **17.3 Calculating Voice Minutes.**

All calls incur a one minute minimum when answered (including answering machines and voicemail). For billing purposes, "airtime" begins when you press "SEND" and ends when the call is disconnected from the cellular system, which may be a few seconds after you press "END." Calls are billed in full minute increments; for example, a 1 minute, 20 second call will be charged as 2 minutes. Calls to 911 and certain other emergency services are toll and airtime free. However, airtime is charged on calls to toll-free (800, 888, etc.) numbers. A per-call, airtime, and other charges apply, as published on our Website, for Information 411 calls.

### **17.4 Taxes.**

You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to these charges. To determine taxes & fees, we use the street address you identified as your Place of Primary Use ("PPU").

### **17.5 Administrative Fees.**

Administrative fees are not mandated or imposed on you by law, they are Cellular One charges that are determined and collected by us. Administrative fees include charges, costs, fees and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Administrative fees assessed to you will vary depending on the type of Service and the Rate Plan you have. Administrative fees will apply whether or not you benefit from the programs, activities or services included in the administrative fees. When administrative fees are assessed in connection with your Service, you can find the administrative fees detailed in either the "Taxes, Fees", "Cellular One and Charges" or the "Other Charges" sections of your bill or at your online account.

## **18. YOUR RESPONSIBILITY FOR CELLULAR EQUIPMENT**

You are responsible for all equipment you use in connection with your cellular service and must ensure that it is compatible with our network and complies with all FCC regulations. If we sell or provide you equipment, we will honor such equipment through the manufacturer's warranty subject to Cellular One's internal warranty program as amended from time to time.

## **19. YOUR RESPONSIBILITY FOR USE OR ANY MISUSE OF YOUR CELLULAR SERVICE OR EQUIPMENT**

### **19.1 General Customer Responsibilities.**

You are responsible for any and all use and misuse of your phone, whether authorized by you or not. This includes payment of any third party charges, which may be included on your Cellular One bill, such as long distance, downloads, or purchases. If you dispute any such charges, it is your responsibility to resolve disputes directly with the third party. You agree to comply with all applicable laws, rules, regulations, and tariffs and not to use your cellular service or equipment in a way that harms our network or any person or entity.

### **19.2 Motor Vehicles.**

You agree that you will be liable for any loss, damage, accident, injury, or the like, arising from or relating to the use of cellular service or the presence of cellular equipment in any motor vehicle; or for any damage to any motor vehicle or other property resulting from the installation or presence of cellular equipment.

### **19.3 Indemnity.**

You agree to indemnify Cellular One and hold Cellular One harmless from all claims, demands, liabilities, or costs of any kind caused by your breach of this Contract or arising from or related to use of cellular service or any cellular telephone equipment by you or any other person or entity with or without your consent; except for any claims arising wholly and solely from the negligence of Cellular One.

## **20. UNDERSTANDING THE LIMITATIONS OF CELLULAR COMMUNICATIONS**

As a radio service, cellular service may be interrupted, lost or limited for many reasons including power failures, leaving the coverage area, malfunctioning of services or equipment of Cellular One and its network providers or interconnected carriers, electronic or atmospheric interference, and failures of your equipment. **Calls to E-911 will not show your exact location.** **Further,** if you are in an area where your Cellular One is searching for a wireless signal, or there is no wireless signal or wireless service available to place or receive a call, it is **highly probable that a call to 911 will not go through.** **In such situations, do not rely solely on a mobile phone.** Additionally because cellular service uses public airwaves, your communications may not be private. These limitations may apply to voice, data, and text messaging services equally.

## **21. LIMITATION OF CELLULAR ONE'S LIABILITY**

**Cellular One will not be liable for any damages arising from or relating to the service, equipment, or this Contract in excess of the prorated charge for service during the period damages occurred, or the lowest limit in any applicable tariff, regardless of the cause of damage. Also, you agree to waive any claims against Cellular One arising from or relating to the service, equipment, or this Contract for indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature including, without limitation, any lost profits, lost revenues, lost savings, cost of cover, or any other business loss including loss of goodwill, use of property, or data or messages, regardless of the cause, including damages that may have been caused by the negligent act or omission or willful misconduct by Cellular One.**

**You agree we are not liable for problems caused by you or a third party, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, for any information (like pictures) that gets lost or deleted if we work on your Device, or for failure or delay in connecting a call or text to 911 or any other emergency service.**

## **22. AGREEMENT TO ARBITRATE DISPUTES AND WAIVER OF CLASS ACTIONS**

Almost all customer concerns or disputes can be resolved through our Customer Care Department. However, if either of us has an issue which cannot be resolved without third party intervention, both of us agree to submit to binding arbitration before the American Arbitration Association using the Wireless Industry Arbitration rules.



This means that all disputes arising from or relating in any way to your Cellular One service or equipment, whether under this Contract or not, will be resolved through arbitration, not in court or through judge or jury. Moreover, to the fullest extent allowed by law both of us agree to waive any rights to pursue a claim arising from or relating to this Contract or the service as a class action; that is, you or we will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or entity. The waivers in this section continue in force and effect after the termination of this Contract.

## **23. OTHER TERMS REGARDING DISPUTE RESOLUTION**

### **23.1 How Can I Dispute My Charges?**

If you have any questions about your bill or want to dispute any Charges, please contact us by calling Customer Care at 1 (800)730-2351, or by writing to Cellular One Customer Care, at 1500 S. White Mountain Road, Show Low, Arizona, 85901. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or Charge, you agree that the issue is fully and finally resolved. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

### **23.2 Choice of Law.**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

## **24. DISCLAIMER OF WARRANTIES**

**Except for any written warranty that may be provided with a Cellular One Device you purchase from us, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your Service or your Device. We cannot and do not promise uninterrupted or error-free service and do not authorize anyone to make any warranties on our behalf. This does not deprive you of any warranty rights you may have against anyone else. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.**

**Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third party products.**

**We are not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. We cannot assure you that if you place a 911 call or text you will be found.**

**We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third party content, services, advertisements, or websites you may be able to access by using your Device or the Services. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.**

**WE DO NOT GUARANTEE YOU UNINTERUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.**

**25. PAYMENT TERMS, COLLECTION COSTS, DEPOSITS, RESTORAL FEES**

Charges that we bill are payable by the due date stated on our bill. If your payment is late by 15 days or more, we may raise your service rates to currently published rates and you will not be permitted to cancel your service before the end of your initial term. If your payment is late by 30 days or more, we may add a late payment charge of \$5.00 per month to your bill (or the maximum allowable by law, if less) on the overdue balance until it is paid, and we may require you to change to a pre-paid plan, or we may suspend or disconnect your service. If your service is suspended for non-payment, we reserve the right to charge a reasonable Restoral Fee upon payment of the past due balance. If we incur costs to collect late balances you agree to pay all our costs, fees, and expenses, including but not limited to court costs, attorney fees, collection agency fees or commissions. We may, in our discretion, require that you make a deposit with us to ensure your payment of our bills.

**26. ENTIRE AGREEMENT, NO WAIVER, PARTIAL ENFORCEABILITY, CELLULAR ONE PRACTICES AND POLICIES**

This Contract contains the entire agreement between us and supersedes any prior contrary discussions and agreements. The Contract may only be amended as stated above or in a writing that we both sign. If we ignore or waive a breach of the Contract by you, it will not bar us from enforcing any term in the Contract in the future. Other details about our current practices and policies are available in our stores and on our Website and may include, among other things: data limitations, technical requirements, phone numbers, acceptable use, text messaging, credit approval, deposits, Lifeline service to low income customers, location-based services, international roaming and calling rates and terms, equipment returns, shipping, plan changes, privacy, pre-paid service, trial/grace period, and frequently asked questions. Cellular One reserves the right to change Policies at any time, with or without notice. If a Policy conflicts with this Contract, the Contract will govern. If any provision in this Contract or a Policy is ruled unenforceable or invalid, you agree that it does not affect the validity or enforceability of the remaining Contract terms or other Policies.

**27. CELLULAR ONE INTERNET DISCLOSURES AND POLICIES**

**27.1 Broadband Internet Access Services Description.** Smith Bagley, Inc., dba Cellular One of North East Arizona (Cellular One) provides the following broadband Internet access services to customers:

**TABLE 1**

| <b>3G Speed on C1 Network</b> | <b>LTE Speed on C1 Network</b> | <b>LTE Speed when Roaming</b> | <b>Video Speed</b> |
|-------------------------------|--------------------------------|-------------------------------|--------------------|
| Up to 6Mbps Down / 2Mbps Up   | Up to 10Mbps Down / 2Mbps Up   | Up to 5Mbps Down / 2Mbps Up   | 500Kbps Down       |
| LATENCY: 83ms                 | LATENCY: 90ms                  | LATENCY: 180ms                |                    |

Cellular One offers 4G/LTE Data Plans that offer “Unrestricted Increments of Usage” up to a specific, measured amount of data use. Unrestricted Increments of Usage means Cellular One does not intentionally reduce your bitrate transfer speed. These types of plans offer Unrestricted Increments of Usage up to a specific amount of megabytes or gigabytes. Once you reach the specific amount of data of a particular Data Plan you may not have access to data.

For those plans that allow data access after using your particular Data Plan amount, Cellular One intentionally reduces the user’s bitrate transfer speed. The table below illustrates a 2GB Data Plan and how your bitrate transfer speed is affected once you have used all your 2GB of data. The table below is applicable regardless of the Data Plan you choose. Cellular One offers several different increments of Data Plans.

**TABLE 2**

| <b>2GB Data Plan on C1 Network</b>   | <b>2GB Data Plan when Roaming</b> | <b>Speed after 2GB is used on C1 Network</b> | <b>Speed after 2GB is used when Roaming</b> |
|--|-----------------------------------|--|---|
| <b>3G:</b> Up to 6Mbps Down / 2Mbps Up<br><b>LTE:</b> Up to 10Mbps Down / 2Mbps Up | Up to 5Mbps Down / 2Mbps Up       | 256Kbps Down / 256Kbps Up                    | 256Kbps Down / 256Kbps Up                   |

The reduced speeds after you have used all your data allotment from the Data Plan you purchased, your reduced speed will continue for the remainder of your billing cycle. Each of our services is suitable for most or all real-time applications, including web surfing, movies, gaming, voice over IP, and music. Occasionally, at times of peak usage, some applications may run more slowly than usual. Upon reasonable request we may provide specialized services to large enterprise customers at prices to be negotiated. Data used by certain speed measurement applications will count against your data allotment. The results from some speed measuring applications may show current network speeds, rather than the reduced speed that is currently available to you.

**27.2 Service Plan Prices.** Our monthly prices, charges, and fees for broadband Internet access service plans, including installation charges and early termination fees for some plans, can be found at [www.cellularoneonline.com](http://www.cellularoneonline.com).

**27.3 Non-Broadband Access Data Services.** We do not offer dial-up services. Cellular One’s network does have a small number of sites (less than 10% of its entire network in very remote areas of its Network) where only 2G services are available. 2G services are for voice and texting only with no data services available.

**27.4 Network and Congestion Management.** The Company’s goal is to provide the best possible Internet service to our customers at all times and to protect our network and customers from any undue harm that might be caused by malicious users or hackers, such as denial of service attacks. We use a variety of optimization techniques, such as TCP optimization. We do not size video streams but we do limit download throughput for video services to 500 Kbps (see TABLE 1 in Section 27.1). These techniques do not discriminate among content or websites. When a cell site experiences high demand, data speeds for users on that site may be slower until such time as traffic levels returns to normal. Cellular One does reduce bitrate transfer speeds (throttling) once you reach the specific amount of data of a particular Data Plan Cellular One (see TABLE 2 above in Section 27.1). We do not engage in blocking, paid prioritization, or affiliate prioritization. We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible customers, we implement network management practices on a content-agnostic basis, such as caching less data and prioritizing data usage. We also use a variety of physical, electronic, and procedural safeguards to protect our network from events that may negatively impact our customers’ ability to use our Broadband Internet Access Services. We monitor our network to protect against security threats, including spam, viruses, automated attacks, worms, distributed denial of service attacks, and other potentially malicious activity. When we detect a threat, we will attempt to prevent it from spreading across our network using a variety of security measures, which may include rerouting or limiting some traffic over our network until the threat is resolved.

**27.5 Device Attachment Rules.** Customers may generally attach any lawful device of their choice that is compatible with our network, subject to any limitations of their data plan. Customers are advised to check our website [www.cellularoneonline.com](http://www.cellularoneonline.com) or contact the Company prior to purchasing any third-party equipment to ensure compatibility. The Company is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third-party. If any such equipment harms our network or degrades the service of other users, the customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm.

## **27.6 Security and Privacy.**

**27.6.1 Customer Security.** We may suspend or terminate service to customers that in our sole judgment harm the network or other users.

**27.6.2 Network Management and Service.** In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity.

**27.6.3 Sale of Customer Data.** We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not share data with third-party advertisers but we do analyze use to improve customer experience. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place “cookies” on your device and may track your device for marketing and other purposes and that is not something the Company can control or prevent without blocking or degrading your service.

**27.6.4 Third Party Content and Services.** We are not responsible for the information, content, applications or services provided by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. We also recommend that all customers install applications to protect their devices from viruses and malware.

**27.6.5 Law Enforcement and Copyrights.** Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.

**27.6.6 Privacy.** Cellular One is committed to protecting the privacy and security of our customers’ personal information. For information on how Cellular One protects its customers’ privacy, please review our Privacy Policy at [www.cellularoneonline.com/privacy-policy](http://www.cellularoneonline.com/privacy-policy).

**27.6.7 Questions or Complaints.** If you have questions or complaints about our broadband Internet access service you should first visit our website at [www.cellularoneonline.com](http://www.cellularoneonline.com). If the question or complaint is not resolved on the web, you may contact one of our customer service representatives at 1 (800) 730-2351. We find that most customer concerns or disputes can be resolved through our customer service representatives. If the question or complaint is still not resolved you may contact Cellular One’s Chief People Officer at [CPO@cellularoneaz.com](mailto:CPO@cellularoneaz.com). However, any customer disputes that cannot be resolved without third-party intervention will be resolved by binding arbitration in accordance with the terms of our service agreement, which can be found here at [www.cellularoneonline.com](http://www.cellularoneonline.com).