

FreedomFone Overview & Additional Terms and Conditions

(Revised and Effective June 11, 2018)

*Welcome to Cellular One. In order to help you understand your new wireless service, here are answers to some questions commonly asked by new Customers. In addition to reviewing this document, it is very important that you read all of your Cellular Service Agreement, including the FreedomFone Additional Terms and Conditions, and price plan. Your agreement with Cellular One includes these terms and conditions, your Service Agreement, applicable supplemental terms and conditions, which are available at www.cellularoneonline.com. 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. **Cellular One, therefore, encourages all subscribers to review the Terms and Conditions on our Website periodically.** Once you have reviewed these materials, we will be happy to explain any portion of your agreement or answer your questions. 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:*

1. YOUR FREEDOMFONE SERVICE

FreedomFone is part of the federal government Lifeline benefit program and only qualified persons may participate. Applicants must present documentation of income or program participation. Lifeline service may not be transferred to any other individual, including another eligible low-income consumer. By law, the Lifeline program is only available for one phone line per household, whether landline or wireless. More details are contained in this FreedomFone Customer Overview and Additional Terms and Conditions.

2. YOUR ELIGIBILITY FOR FREEDOMFONE PROGRAM B

You may be eligible for FreedomFone Service if you are 18 years of age or older, reside on designated Near Reservation lands in Arizona or New Mexico and demonstrate your participation in one or more of the following programs: (i) Medicaid (New Mexico only); (ii) Food Stamps; (iii) Supplemental Security Income ("SSI"); (iv) Federal Public Housing Assistance; (v) Veterans Pension or Survivors Pension Benefits (vi) Arizona Health Care Cost Containment System ("AHCCCS" Arizona only); (vii) Kids Care (Arizona only). You may also qualify for Lifeline under income-based criteria. A consumer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size.

Only one federally subsidized telephone is available per household. Additional lines are not subject to the discounted FreedomFone rates.

AS PART OF THE FEDERAL LIFELINE PROGRAM YOU ARE REQUIRED TO RECERTIFY YOUR ELIBILITY EVERY YEAR. IF YOU ARE UNSURE IF YOU HAVE RECERTIFIED FOR A CURRENT YEAR CALL CUSTOMER CARE AT 1-800-730-2351, OR SPEAK TO A SALES REPRESENTATIVE AT A RETAIL STORE.

3. YOUR AGREEMENT; WHAT YOUR CONTRACT CONSISTS OF; WHEN THE CONTRACT STARTS

Your Contract for cellular service with Cellular One consists of the “Service Agreement” form that you signed or accepted, and these additional Terms and Conditions. Your agreement for FreedomFone Service with Cellular One begins when you sign the Service Agreement, when you call to activate your FreedomFone Service, or when you open the inside package of any equipment you receive by mail, whichever applies.

4. AGREEMENT TERM AND EARLY TERMINATION

Your initial contract term will be for a finite number of days, which is described in your Cellular Service Agreement. Charges may be paid in advance or may be charged to a credit card acceptable to Cellular One. At the end of your initial term, you may renew or convert your agreement to a different Cellular One price plan.

5. EQUIPMENT

Cellular One may provide subscribers with a handheld phone device at a promotional rate or at no additional charge for the initial term of service. Cellular One may provide a smart phone at the time of activation and then again at renewal for no additional charge.

6. CONSTRUCTION CHARGES

In some cases you may be required to pay a construction, facility or temporary development charge. This charge is in addition to the regular rates and installation charges. Cellular One may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits, or poles for the placement of equipment. Generally construction charges will not apply for the addition of channels or facilities required to provide better grades of service in rural areas where facilities are in place. However, in unusual cases, where the cost of providing such facilities is excessive, construction charges may be applied based on the circumstances in each case. You will be notified of such charges, if applicable, prior to incurring them. With approval of Cellular One, arrangements may be made for the payment of construction charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid installments are due upon termination of service.

7. ROAMING

You will receive 750 Nationwide minutes every 30 days. These Nationwide or anywhere minutes can be used where Cellular One has service within the continental U.S. If you should run out of anywhere minutes you can purchase additional airtime; and roaming charges may apply depending on the type of airtime minutes you purchase. After your 750 Nationwide minutes are used when you make calls outside of your Home Airtime Rate Area, you may be "roaming". Per minute roaming airtime rates may apply and may vary based on charges established by the visited system and at our discretion. When you roam you may be charged when you make a call that is busy or unanswered. Such calls must be paid for in advance using pre-paid airtime. Availability may be restricted in certain areas to prevent fraud or for other reasons.

8. MONTHLY BILL

If you purchase the FreedomFone subsidized service up front, you will not receive a bill. You may receive a monthly statement that includes charges for services not included in the FreedomFone plan. These charges may include (i) construction charges, if applicable, as described above; and (ii) any activation or equipment charges paid on an installment plan basis.

9. MONTHLY MINUTE ALLOWANCE

The FreedomFone plan includes an allotted amount of minutes of airtime per month. Calls placed to approved health and safety organizations do not count against your monthly minute allowances. Depending on your Plan, you receive free minutes during a billing cycle.

FreedomFone Program B Plan: 750 Anywhere Minutes: This means you can place any call anywhere so long as you are in the continental U.S. and have cellular service. You can receive calls from any other network regardless of where the call originates. You will be charged for airtime minutes when you place or receive a call.

Unused airtime minutes are forfeited and you may not carry them into the next billing cycle or apply to other phone lines. Once you exceed the included minutes of airtime, you must purchase pre-paid airtime or charge the call to a credit card to place additional calls.

10. MONTHLY DATA ALLOWANCE

Your FreedomFone Plan provides 1GB of data per 30-day billing cycle on the Cellular One Network, or any network in which Cellular One currently has a roaming agreement in place (see paragraph 12 below). Data that is unused will be forfeited and your unused allotment will not roll over to the next billing cycle. You may purchase data bundles to increase your monthly allotment of 1GB, or if you exceed the monthly data allotment of 1GB during your billing cycle, or if you have a monetary balance on your account you will be charged for usage. Cellular One has a 2G, 3G, and 4G/LTE network. 3G and 4G/LTE is not available in all areas of its coverage area. See paragraph 12 below for more information. To utilize 3G and/or 4G/LTE your phone must be 3G and/or 4G/LTE capable and have a sim card that is 3G and/or 4G/LTE capable. Where 4G/LTE is unavailable or if your phone is not capable of using 4G/LTE you will receive 2G or 3G data speeds. Data speeds are not guaranteed.

11. MONTHLY SMS ALLOWANCE

FreedomFone Program B Plan provides for 1,000 SMS (texting) per billing cycle to any network. Each SMS is limited to 160 characters. **If you are out of contract you will NOT receive SMS services. To continue receiving SMS services you will need to visit your local retail store and renew your contract.**

12. CELLULAR ONE'S COVERAGE AREA

Cellular One's Coverage Area can be found at www.cellularoneonline.com. These maps are for general informational purposes only. The coverage maps depict the general coverage area of Cellular One. The coverage maps are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of the network's roaming partners, if applicable. **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. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower data speeds or no data connectivity and call interference. This could occur due to many factors including your device, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions. You will not be able to operate your phone or make 911 calls if service is not available.

13. CHARGEABLE TIME

Charges for calls begin when you press the "Send" button and end when the call is disconnected from the cellular system, which may be a few seconds after pressing "End" when you are in your home airtime rate area. You are not charged for ring time, busy signals, or unanswered calls. Calls are billed in full minute increments, for example, a one minute 20 second call will be charged as two minutes. If you are out of your 750 Anywhere Minutes you may be charged roaming charges outside of your home service area if you have a monetary balance on your account. All calls, when answered, incur a one-minute minimum charge. Chargeable time shall accrue for local calls, long distance calls, toll free calls (for example, 800, 888, or 877) and operator services. Calls to 911 and certain other emergency services are toll and airtime free.

14. HOME AIRTIME RATE AREA

You receive 750 anywhere minutes per 30 day billing cycle. When those minutes have been used you may incur roaming and other charges depending on type of minutes you purchase. Some plans require that you make calls from your Home Airtime Rate Area. Your Home Airtime Rate Area is the geographic area where your home airtime rates apply. In certain instances, you may incur toll, regional calling, or long distance charges on calls made from your Home Airtime Rate Area. Home Airtime Rate Areas may also be referred to as home service areas or home calling areas.

15. INTERNATIONAL CHARGES

International calls are not included in your FreedomFone plan. Such calls must be paid for in advance using pre-paid airtime at the time that the call is placed. International charges vary by country. Prepaid airtime can be added to the phone through the IVR by calling *123 from your phone or (866) 631-3886, or visiting our website at www.cellularoneonline.com.

16. TAXES AND SURCHARGES

Federal, state and (where applicable) local taxes are additional on service and replenishments.

17. DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION

Most Customer concerns can be resolved through our Customer Solutions Department. However, if a concern cannot be resolved, all Customer disputes will be resolved through the American Arbitration Association using the Wireless Industry Arbitration Rules. You may also attempt to resolve your dispute by writing to the Arizona Corporation Commission, Utilities Division, 1200 W. Washington, Phoenix, Arizona 85007; the New Mexico Public Regulation Commission, P.O. Box 1269, Santa Fe, New Mexico 87504; or the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C. 20554.

Please note that we reserve the right to make changes to the Cellular Service Agreement, as well as to our business practices and procedures.

18. FRAUD

Cellular One reserves the right to cancel your FreedomFone service at any time in the case of fraud. Fraud includes but is not limited to multiple FreedomFone phones subsidized by the Federal Lifeline Program, at the same address, if there is a change in Customer's residency or if Customer no longer qualifies for FreedomFone.

19. AVAILABILITY

FreedomFone Service is available to new eligible customers as long as there is sufficient money in the Federal Lifeline funds to cover the discounted rates. In the event that Federal Lifeline funds are not sufficient to cover new applicants in any given year, Cellular One will allocate any and all remaining surplus funds until all qualified Customers are covered. Cellular One may vary the credit or the number of included minutes as required by changes in federal or state universal service funding support.

20. AIR TIME FREE NUMBERS

Cellular One offers hospital, emergency and other numbers to FreedomFone Customer's air time free. **If you have an emergency, please dial 911.** For questions please call 611 or 1-800-730-2351 to reach Cellular One Customer Care. Below is a non-exclusive list of Air Time Free Numbers. For a complete list visit www.cellularoneonline.com.

8887672445 Child Abuse Hotline
9286747001 Chinle Hospital
9283322560 Cibecue Health Care
5053251906 Crisis Hotline
9287298000 Ft Defiance Hospital
5057221000 Gallup Indian Medical Center
9287376000 Hopi Health Care
9286974000 Kayenta Health Center
9282894691 Little Colorado Medical Center
8002221222 National Poison Control
8007973260 NM Child Abuse
5053348477 NM Crime Stoppers
5053686001 Northern Navajo Medical Center
123 Prepaid IVR
8666313886 Prepaid IVR
5058637000 Rehoboth Christian Hospital
9287553411 Sage Memorial Hospital
5056092000 San Juan Medical Center
9285374375 Summit Health Care Center
711 TDY
9287243600 Tsaile Health Center
9282832501 Tuba City Health Care
9283334368 White Mountain Medical Center
9283384911 Whiteriver Hospital
9282894646 Winslow Indian Health Center
5057824431 Zuni Hospital

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21. FREEDOMFONE WIRELESS SERVICE

Following the execution hereof by both parties and the payment of any sums and satisfaction of any conditions required by Cellular One, Cellular One will provide Customer with FreedomFone Wireless Service ("FreedomFone") in those locations where Cellular One is authorized to do so upon the terms and conditions and for the rates and charges as described herein and upon the rates, charges, terms and conditions of any tariff required to be on file with any state agency in this state. Customer acknowledges that Cellular One may, at its sole discretion, amend or add to any rates and charges for FreedomFone or otherwise. Customer further acknowledges that provision of FreedomFone is conditioned upon the uninterrupted connection between the Customer's equipment and the cellular network, as well as interconnection to wire line exchange or inter-exchange carriers. Customer further acknowledges that its phone will not be able to

place calls (other than 911) outside of the local calling area unless additional pre-paid airtime is used, unless otherwise provided in your Service.

22. LOCAL/LONG DISTANCE CALLING

See paragraph 9 above.

23. MESSAGING (VIDEO AND PICTURE) AND DATA

Certain messages, including those to third parties to participate in a promotion or other program, will result in additional charges and are paid separately if you have a monetary balance on your account. Data Services are available only with particular Cellular One phones. 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 rate 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. Premium content (games, ringtones, songs, etc.) are priced separately and only available through third-party vendors. You will be charged for data usage on a pay per use basis unless you purchase a data bundle as part of your Service, or as otherwise provided by your Service.

23.1 Permissible and Prohibited Uses. Your Data Plan, if applicable, is intended for Web browsing, messaging, and similar activities on your Device and not on any other equipment. To provide a good experience for the majority of our Customers and minimize capacity issues and degradation in network performance, we may take measures including terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited data uses set forth in this Agreement or Cellular One's Fair Use Policy, found at 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. 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 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. If you use your Data Plan in a prohibited manner that could interfere with other Customers' service, affect our ability to allocate network capacity among Customers, or degrade service quality for other Customers, we may suspend, or terminate the Data Plan on your FreedomFone phone. We also 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. Additionally, Cellular One may implement other network management practices, such as caching less 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.

23.2 Data Plans. Cellular One's FreedomFone Program provides a monthly data allowance of 1GB and is "Unrestricted Increments of Usage" up to the monthly allowance. Unrestricted Increments of Usage means Cellular One does not intentionally reduce a user's bitrate transfer speed. Once you reach the 1GB of data of usage you will not have data capability to access data services on your Device until the next billing cycle. Billing cycles are normally 30 days. You may purchase additional data bundles by calling *123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care or at our Website at www.cellularoneonline.com. Some Cellular One Devices allow you to purchase data bundles on your phone. See a store or call Customer Care for details. Cellular One reserves the right, in its sole discretion, to restrict what carrier a FreedomFone customer may roam on while out of the Cellular One Home Network, as well as restrict or reduce bitrate transfer speed.

23.3 Adding Pay for Use with Monetary Credit.

Your Cellular One FreedomFone will only operate when you have a subscribed product or promotion that allows certain amounts, or zero or free rated minutes, or units or you have a positive monetary balance available on certain Cellular One FreedomFone handsets. You may add a monetary balance by visiting a store location, calling *123 from your handset, visiting an e-pay location, contacting Customer Care or at our Website at www.cellularoneonline.com.

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.

23.4 Content or Applications. 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 third-party vendor 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 the Content & Apps. 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 implementing controls by calling Customer Care. When you use, download or install Content & Apps sold by a third-party vendor, you may be subject to license terms between you and third parties.

24. 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. 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 Acceptable Use Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices. Go to www.cellularoneonline.com for our current Internet Acceptable Use Policy.

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.

25. PRODUCT GUARANTEE

A new subscriber to FreedomFone who is not completely satisfied with the service and or equipment may return the equipment and cancel Service within 60 days for a full refund. This guarantee does not apply to equipment, facilities, telephone sets, instruments or the like provided by another. Cellular One may refuse to return a Customer's applicable paid charges where the Customer has previously ordered the same or similar products or services from Cellular One and canceled such same or similar product or service.

26. LIMITATION OF LIABILITY AND INDEMNITY

(a) Customer acknowledges that FreedomFone may not be completely private and may be interrupted, lost or limited for many reasons other than the negligence of Cellular One Service including, but not limited to, dialing errors, power failures, leaving the FreedomFone coverage area, malfunctioning of wire line services or equipment, interruptions in Cellular One's interconnections to wire line exchange carriers or inter-exchange carriers, "Dead Spots" or other incomplete coverage areas within Cellular One's local service area, and electronic or atmospheric interference. Customer agrees that Cellular One shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of Cellular One. Customer further acknowledges that Cellular One's liability for its own negligence or any other reason may not in any event exceed the prorated charge for FreedomFone during the period damages occurred, or, if less, the lowest appropriate limit established by any applicable tariff; in no event shall Cellular One be liable for any special, incidental or consequential damages, losses or injuries. Accordingly, Customer agrees to assume the responsibility of insuring against or otherwise bearing the risk of greater losses. For example, various methods are available to increase privacy, such as scrambling devices.

(b) No liability should attach to Cellular One for damages arising from errors, mistakes, omissions, interruptions, or delays of Cellular One, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing FreedomFone or facilities (including the obtaining or furnishing or information in respect thereof or with respect to the Customers or users of FreedomFone or facilities) in the absence of gross negligence of willful misconduct.

(c) Customer hereby agrees to indemnify Cellular One and hold Cellular One harmless from all suits, liabilities, costs and claims of any kind arising out of any actions, omissions or use of FreedomFone or any cellular telephone equipment ("Cellular Equipment") of or by Customer, any "User" (as hereafter defined) or any other individual or entity with Customer's or a User's consent.

(d) Customer hereby agrees to indemnify Cellular One against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities, against claims for infringement of patents arising from, combining with, or using in connection with, facilities of Cellular One, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by Cellular One.

(e) Cellular One is not liable for any loss, damage, accident, injury or the like occasioned by the use of FreedomFone or the presence of Cellular Equipment, or for any damage to any motor vehicle or other property resulting from the installation or presence of Cellular Equipment.

(f) When facilities of other companies are used in establishing connection to points not reached by Cellular One's facilities, Cellular One is not liable for any act or omission of the other company and their agents or employees.

(g) Cellular One shall not be liable for any defacement of or damage to, Customer's premises resulting from the existence of Cellular One's equipment on the premises or caused by the installation or removal when such damage is not the result of Cellular One's negligence.

(h) Cellular One reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

27. CELLULAR EQUIPMENT

All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by Cellular One is borne by Cellular One unless otherwise specified. In case of damage to Cellular One's instruments or accessories due to the negligence or willful act of Customer and not due to ordinary wear and tear, Customer will be held responsible for the cost of restoring equipment to its original condition or of replacing the equipment. Customer is required to reimburse Cellular One for loss, through theft, of equipment or apparatus furnished by Cellular One. The operating characteristics of all Cellular Equipment used by Customer may not interfere with the FreedomFone offered by Cellular One to any of its Customers, Customer acknowledges that it is a breach of this Agreement to alter any Cellular Equipment or other equipment to permit Customer to defraud Cellular One or any other individual or entity in any manner.

28. CONSTRUCTION AND OTHER SPECIAL CHARGES

(a) Provision of FreedomFone may require the payment of a construction, facility or temporary development charge by the Customer ordering FreedomFone or requesting facilities. This charge is in addition to the regular rates and installation charges. Cellular One may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits or poles for the placement of equipment. Generally construction charges will not apply for the addition of channels or facilities required to provide better grades of service in rural areas where facilities are in place. In unusual cases, where the cost of providing such facilities is excessive, construction charges may be applied, based on the circumstances in each case.

(b) With approval of Cellular One, arrangements may be made for the payment of construction charges in monthly installment spread over a reasonable period, generally not to exceed one year. All unpaid installments are due upon termination of service.

(c) The ownership of any network facilities provided or in part at the expense of Customer pursuant to these Terms and Conditions shall, at all times, be vested exclusively in Cellular One.

(d) In areas Cellular One considers hazardous or inaccessible to its employees, Customer may be required to furnish, install and maintain the facilities or equipment. Such installations are subject to Cellular One's approval to ensure safety, reliability, and network integrity.

(e) When Cellular One's equipment installed on Customer's premises requires electric power for its operation, Customer is required to provide such power.

29. FEES

(a) All access charges, connection fees, and FreedomFone rates, charges and other fees are subject to change. Cellular One will provide 30 days notice. Customer is responsible for the payment of all charges for all: (i) calls made from Customer's number, including without limitations, all FreedomFone, toll calls, international calls, roaming calls, access and any other charges and calls; and (ii) calls made to the Customer's number, including, without limitation, all access, FreedomFone and any other charges and calls.

(b) When an application for service which requires special engineering is canceled before service is established, Customer is required to reimburse Cellular One for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service has been established.

(c) The rate for FreedomFone Service may include surcharges and assessments. It does not include federal, state, and (where applicable) local sales taxes. Additional administration fees may be added to the rate.

(d) Chargeable time begins when the "Send" button on the handset is pressed. Chargeable time ends when the network connection is released, rounded up to the nearest minute. Chargeable time shall accrue for local calls, long distance calls, toll free calls (e.g. 800, 888, and 877) and operator services. Calls to 911 and certain other emergency and community service organizations are toll free and do not accrue chargeable time. Cellular One shall provide the list of toll and airtime free numbers to each FreedomFone subscriber upon service activation, and periodically provide an updated list.

(e) You receive 750 anywhere minutes that can be used Nationwide where you have service. After those minutes are used you may be charged "roaming" charges. Such calls must be paid for in advance using pre-paid airtime at the time that the call is placed.

(f) The activation charge for all Customer connections is up to Forty Dollars (\$40.00).

(g) There is no installation charge for Customers who use a mobile handset. The minimum installation charge for fixed installations shall be one hundred fifty (\$150.00) dollars. Additional installation charges shall be determined on a case-by-case basis and charged on a time and materials basis. Cellular One shall provide a price quote before commencing installation. Customer may cancel FreedomFone without obligation if installation charges quoted are unacceptable.

30. TERM

(a) Unless sooner terminated pursuant hereto, the term of this Agreement shall begin on the earlier to occur of the Agreement Date set forth on the face hereof of the date of activation and shall continue for an initial term (the "Initial Term") as provided on the FreedomFone Cellular Service Agreement. Upon termination by Customer, payment of all charges due at the date of termination must be paid. After the guarantee period expires, all fees charged to Customer or paid in advance by Customer are non-refundable.

(b) Cellular One may temporarily deny FreedomFone or terminate this Agreement: (i) upon the failure of Customer to pay any fees, charges or other sums when due; or (ii) pursuant to any applicable rule, regulation, tariff, or reasonable standards; or (iii) following Customer's breach of any provision hereof; (iv) following any attempt to use the FreedomFone fraudulently or in violation of any laws, rules or regulations, including use of service that interferes with another Customer's service, use for a purpose other than communication, or use of Directory Assistance to obtain a Customer's name for any purpose other than to facilitate the making of a telephone call; or (v) following any use of foul or profane language over the lines of Cellular One, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representative. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued charges and any other sums due Cellular One by Customer, even if billed after termination of this Agreement. No waiver of the right to terminate this Agreement will be implied from any failure to terminate this Agreement upon the first occurrence of a breach or default hereof.

(c) If Service is disconnected and subsequently re-established at the same location for the same or different Customer, a new initial contract period will apply, regardless of whether the equipment was removed. However, a new initial contract period will not apply except that the succeeding Customer will be required to assume responsibility for any unexpired portion of the initial contract period.

31. CUSTOMER'S PROPRIETARY RIGHTS

Customer has no proprietary right to any leased Customer equipment, telephone number or FreedomFone Service. Cellular One reserves the right to change systems, FreedomFone unit numbers or telephone numbers as it considers necessary in the exercise of its sole discretion.

32. TOLL RESTRICTION SERVICE

(a) Under the FreedomFone Plan, 900 services are blocked.

(b) Under the FreedomFone Plans, 1+ international dialing is blocked. Customers may purchase a pre-paid replenishment to make international calls.

33. GENERAL PROVISIONS

- (a) Customer acknowledges Cellular One’s right to change the technical configuration of its FreedomFone Program and System, and Customer also acknowledges that there are no warranties of any kind extended with respect to FreedomFone and all FreedomFone is provided "AS IS".
- (b) Customer agrees to comply with all applicable laws, rules, regulations and tariffs. Customer further agrees not to attempt to alter or modify any Cellular Equipment except as explicitly authorized by Cellular One or the regulations of the FCC.
- (c) Other than as set forth herein with respect to permitted Users, Customers may not transfer or assign this Agreement without the prior written consent of Cellular One, and any attempted transfer or assignment by Customer without said consent is void.
- (d) The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity of enforceability of the remaining provisions, which shall be construed and interpreted in such a manner.
- (e) Customer acknowledges and agrees that additional credit to the phone paid by the Customer shall be forfeited in the event Customer is disconnected from FreedomFone for any violation of the Lifeline Program.
- (f) Regarding pre-paid (non-contract Customers) FreedomFone: Customer acknowledges and agrees that the phone line shall be disconnected for non-usage after 45 consecutive days. Further, any additional credit to the phone paid by the Customer shall be forfeited in the event of disconnection or if Customer does not renew the contract.

34. CELLULAR ONE INTERNET DISCLOSURES AND POLICIES

34.1 Broadband Internet Access Services Description. FreedomFone, is a brand and product of Smith Bagley, Inc., dba Cellular One of North East Arizona (Cellular One). Cellular One provides the following broadband Internet access services to customers:

TABLE 1

3G Speed on C1 Network	LTE Speed on C1 Network	LTE Speed When Roaming	Video Speed
Up to 6Mbps Down/2Mbps Up	Up to 10Mbps Down/2Mbps Up	Up to 5Mbps Down/2Mbps Up	500 Kbps Down
LATENCY: 83ms	LATENCY: 90MS	LATENCY: 180MS	

Cellular One offers 3G and 4G/LTE Data with “Unrestricted Increments of Usage” up to 1 GB per monthly billing cycle for FreedomFone customers. This means Cellular One does not intentionally reduce your bitrate transfer speed. Once you reach the 1GB of data of usage you will not have data capability to access data services on your Device until the next billing cycle. You may purchase additional data bundles by calling *123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care or at our Website at www.cellularoneonline.com. Some Cellular One Devices allow you to purchase data bundles on your phone. See a store or call Customer Care for details. Cellular One reserves the right, in its sole discretion, to restrict what carrier a FreedomFone customer may roam on while out of the Cellular One Home Network, as well as restrict or reduce bitrate transfer speed.

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. Further, FreedomFone from time to time offers promotional “zero-rating” for particular applications. Zero-rating means you will not be charged for data use when you access certain applications. Zero-rating promotions change from time to time so check our website at www.cellularoneonline.com, visit a retail store, or call Customer Service at (800) 730-2351 for the latest promotional offerings.

34.2 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 here: www.cellularoneonline.com.

34.3 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 is for voice and texting only with no data services available.

34.4 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 34.1). 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. 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.

34.5 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, 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.

34.6 Security and Privacy.

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

34.6.2 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.

34.6.3 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.

34.6.4 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.

34.6.5 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.

34.6.6 Privacy. Cellular One is committed to protecting the privacy and security of our customers' personal information. For information on how FreedomFone protects its customers' privacy, please review our Privacy Policy at www.cellularoneonline.com/privacy-policy.

34.6.7 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. If the question or complaint is not resolved on the web, you may contact one of our customer service representatives at (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. 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: www.cellularoneonline.com.