

## CLEARWAVE SERVICE AND EQUIPMENT AGREEMENT

### Definitions

“You” and “Your” mean the person or entity that subscribes to, or uses clearWave wireless Internet services and Equipment subject to this Agreement. This “Agreement” includes these Terms and Conditions and Your Service Order. “We,” “Our,” “Us,” and “Verizon Wireless” refer to Verizon Wireless, its subsidiaries and affiliates, as well as any other person or entity doing business as Verizon Wireless and providing Communication Services or Equipment to You. “Service(s)” refers to any services You have asked Us to provide to You through this Agreement. “Equipment” means any communications equipment or accessories You obtain, purchase or lease from Us in connection with Your Services. “Service Order” means the form (whether paper or electronic) on which You apply for Services and includes certain additional Terms and Conditions for Your Services. “Terms and Conditions” include the following provisions as maintained at [www.myclclearwave.net](http://www.myclclearwave.net) and the provisions in Your Service Order that set forth the manner in which We provide Equipment and Service to You, such as the length of time You will subscribe to a Service, rate plans, access charges, fees, taxes and surcharges, and the Equipment You have selected.

### Acceptance

You accept this Agreement when You do any of the following: (a) give Us Your written or electronic signature, (b) tell Us orally or electronically that You accept, or (c) use or attempt to use any of the Equipment or Services.

### Rates And Charges

You agree to subscribe to the Service for the rates and length identified on the Service Order.

### Billing Information Provided By You

To determine whether certain taxes, fees and surcharges are applicable to Service provided to You, We are required by federal law to obtain Your street address, which must be within Our service area. You represent and warrant that the address You provide Us to obtain Service is correct, and You acknowledge that We are relying on this information to determine which taxes, fees or surcharges are applicable to Your Service. You agree to notify Us if Your address changes. In the event You do not provide Us with a valid address or address change, You understand and agree that You may be responsible for additional taxes, fees or surcharges for Your Service, and We may terminate Your Service.

### Payments

We will bill You monthly for all charges associated with the Services. Payment in full is due no later than the due date indicated on Your bill. If You have authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before We invoice the credit card or debit the bank account for all amounts due to Us for any reason. We may accept late payments, partial payments or any payments marked as being “payment in full” or as being settlement of any dispute without losing any of Our rights under this Agreement. You agree to pay costs and fees We incur to collect an unpaid balance from You.

A late fee of 1.5%, or any other late fee allowed under applicable law, will be assessed on past due balances. Verizon Wireless may charge You any fee allowed by law for all dishonored checks. Upon written notice to You, Verizon Wireless has the right to temporarily suspend or terminate service for non-payment of the payment due, in addition to any other fees contemplated by this Agreement. If Verizon Wireless elects to reinstate service, You will be subject to a \$15 reconnection fee. Suspension of service does not relieve You from the obligation to pay the ongoing monthly charges.

### Credits And Deposits

You authorize Us to ask credit-reporting agencies for credit information about You. We may, in Our discretion, require You to submit a deposit as security for payment of charges. An additional deposit may be required if either the amount or number of Services is increased or Your credit

rating changes. Simple interest will be paid on the cash deposit for the period it is held by Us and will be refunded if satisfactory credit has been established or upon termination of service. We reserve the right to apply the deposit to any amount due and unpaid. We may require a guarantee of payment by an individual or entity approved by Us.

**Term Of Service** – You agree to subscribe to the Service for the period identified on the Service Order. Upon expiration of the initial term, this Agreement shall remain effective for successive one-month terms until terminated by either party in writing. Verizon Wireless reserves the right to terminate this Agreement at any time with or without cause.

**Termination/Equipment Charge** – If You subscribe to a Service for a fixed term and You terminate that Service before the expiration of the fixed term then You will be required to pay Us an early cancellation fee as specified on Your Service Order. If there is no early cancellation fee specified on Your Service Order, then You will be required to pay \$200 per account for any early cancellation. In addition, You remain liable for payment of all outstanding charges for all Services you used and Equipment You purchased or leased from Us prior to termination. Upon the cancellation or termination of this Agreement for any reason, Verizon Wireless will charge You a \$250 equipment charge. This charge will be credited to Your account until the Equipment (whether returned by You or Verizon Wireless takes possession of it) is returned to Verizon Wireless in good operating condition.

**Ownership Of Equipment** – You acknowledge that Verizon Wireless retains ownership of the Equipment provided to You under this Agreement.

**General Maintenance And Repair** – Verizon Wireless shall repair and maintain the Equipment provided to You at its own expense, provided, however, that any damage caused by You or Your employee, agent, or invitee, or any other person authorized by You to be on Your property, shall be Your responsibility and Verizon Wireless may charge you to replace and/or repair any such damaged Equipment.

**Service And Availability** – Service is limited to Verizon Wireless authorized Equipment within the range of the line of sight of cell towers. Service is subject to transmission limitations caused by atmospheric and like conditions and may be temporarily refused or limited because of system capacity limitations. Service may be temporarily interrupted due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the proper or improved operation of the service. If You choose to use accessories or other devices not provided by Us, you acknowledge that they must be technically and operationally compatible with the wireless system. Verizon Wireless makes no representation as to the compatibility or functionality of non-authorized third party Equipment. The operating characteristics of such equipment shall not interfere with the service offered by Verizon Wireless.

### Services Provided By Third Parties

The Services will be provided either by Us or by Our third party vendors or contractors. We reserve the right to change or modify the source of any Services provided to you without notice.

**Content Filter And Security** – You agree that Verizon Wireless does not control content posted on the Internet. Commercial Internet content filters are available to assist You in limiting access to objectionable content. Verizon Wireless makes no warranties regarding the effectiveness of such filters. During Your use of the Service, it is Your responsibility to protect against external threats such as viruses, spam, Trojan horses, malicious scripts, hackers, spyware, or any other harmful material. You agree that your use of the Internet is at Your own risk, and We shall not be liable for unauthorized access to any transmitted data or for usage charges for accessed or downloaded content related to authorized or unauthorized usage of Your account.

**Acceptable Use** – You agree that You will not use this Service in an unlawful, fraudulent, inappropriate, or otherwise objectionable manner and will not distribute spam, viruses, Trojan horses or other similar malicious scripts and software. You are advised that this is an abbreviated version of the Acceptable Use Policy, and a full version is maintained at [www.myclclearwave.net](http://www.myclclearwave.net) which You agree to check periodically for updates.

### Limitation Of Liability

IN THE EVENT WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR DAMAGES IN ANY WAY RELATING TO THE SERVICES OR EQUIPMENT, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES. WE ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEYS’ FEES.

### Disclaimer Of Warranties

**WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE DO NOT PROMISE UNINTERRUPTED OR ERROR FREE SERVICE. WE MAY NOT MANUFACTURE ANY EQUIPMENT OR SOFTWARE THAT YOU MAY USE IN CONNECTION WITH YOUR SERVICE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER).

**Unauthorized Use** – In the event the Equipment is stolen, You are liable for all usage charges until the theft is reported to Verizon Wireless. If Verizon Wireless suspects fraudulent activity, Verizon Wireless has the right to suspend service to protect both You and Verizon Wireless from monetary harm. If You work with Verizon Wireless to stop, prevent, and identify fraudulent activity, You will not be held responsible for fraudulent charges billed to Your account.

### Applicable Law

Your Agreement and Verizon Wireless’ provision of Services to You are subject to (a) the laws of the state identified in the billing address that You have provided Us and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

### Assignment

We may assign this Agreement to another entity without any advance consent from or notice to You. You may not assign this Agreement without Our consent.

### No Waiver; Severability

If we do not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

**Access To Property** – You shall provide Verizon Wireless with reasonable access Your property in order for Verizon Wireless to install, repair, or remove the Equipment as provided in this Agreement. You consent to Verizon Wireless

entering upon Your property for purposes of this Agreement.

### Third Parties

This Agreement is for the benefit of You and Us only, and not any third party.

### About These Terms

A. You acknowledge and agree that (i) an electronic version of Your Agreement shall be deemed, and shall have the same legal force and effect as, an original document, (ii) Verizon Wireless will maintain your rate plan and feature information electronically, and (iii) Verizon Wireless will maintain its copy of the Terms and Conditions at [www.myclclearwave.net](http://www.myclclearwave.net) if You lose Your copy of the Terms and Conditions, You may retrieve the then current electronic copy from [www.myclclearwave.net](http://www.myclclearwave.net) at any time.

B. Changes. We may change these Terms and Conditions, including any change in any charge or fee, or the imposition of a new charge or fee, at any time if we give You notice in advance of the change. If We make a change to these Terms and Conditions that is material and You do not wish to accept such material change, You may terminate Your Agreement for the affected Service by giving Us notice within thirty (30) days, in which case You will not be subject to an early cancellation fee. You will, however, still be responsible for all charges for Services and Equipment made before You terminated Your Agreement for that Service. A material change is ONLY a change that (a) terminates or substantially reduces the availability of a Service for You or (b) results in the increase of any charge by more than ten percent (10%) of the monthly access charge for that Service. Material changes in Your Service DO NOT include the increase in, or imposition of: (1) any charge required to be collected by any governmental authority, or (2) any charge permitted to be collected by any governmental authority to recoup Our expense for the provision of a service required by that governmental authority.

### ARBITRATION

ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES AND EQUIPMENT MUST BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, USING THE WIRELESS INDUSTRY ARBITRATION RULES. INFORMATION REGARDING THIS PROCEDURE MAY BE FOUND AT WWW.ADR.ORG. EACH PARTY WILL BEAR THE COST OF PREPARING AND PROSECUTING ITS CASE. WE WILL REIMBURSE YOU FOR ANY FILING OR HEARING FEES TO THE EXTENT THEY EXCEED WHAT YOUR COURT COSTS WOULD HAVE BEEN IF YOUR CLAIM HAD BEEN RESOLVED IN A STATE COURT HAVING JURISDICTION. THE ARBITRATOR HAS NO POWER OR AUTHORITY TO ALTER OR MODIFY THE AGREEMENT OR THESE TERMS AND CONDITIONS, INCLUDING THE FOREGOING LIMITATION OF LIABILITY SECTION. ALL CLAIMS MUST BE ARBITRATED INDIVIDUALLY, AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIMS. THIS PROVISION IS SUBJECT TO THE FEDERAL ARBITRATION ACT. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION CLAUSE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

### Entirety

This Agreement, including its Terms and Conditions and Your Service Order, is the entire Agreement between You and Us, which may only be amended as described above and supersedes any and all statements or promises made to You by any of Our employees or agents.