

Protect Your Phone with Viaero's Assurance Service Plan.

Viaero Wireless has created the most innovative and comprehensive service plan in the wireless industry specifically designed to protect your cell phone and it begins the moment your phone is accepted for enrollment in the plan. The Assurance Service plan is easy to add and begins 30 days after your phone is accepted for enrollment. The limitations and inconvenience of waiting for your phone to be fixed, even when it's under warranty, are a thing of the past.

Plus, with the Assurance Service plan you'll even be protected in case of unexpected problems that arise which are not covered by warranties: loss, theft, and accidental damage, including water or liquid damage. Your Viaero Wireless Assurance Service plan comes to the rescue immediately. Just as you protect other equipment purchases – washers, dryers, refrigerators, etc. by purchasing service plans – you'll want to protect your Viaero Wireless cell phone as well. Viaero provides the opportunity to purchase a specifically-designed service plan that covers your cell phone without pre-payment.

Enrollment Is Easy

Enrolling in the Viaero Wireless Assurance Service plan when purchasing your new phone provides immediate peace of mind knowing your phone is protected. If you decide not to enroll immediately, you have 30 days from the time of your new phone purchase to enroll it in the Assurance Service plan. However, following enrollment there is a 30-day waiting period from the time of enrollment before you will be able to use the Assurance Service plan.

Most Viaero Wireless cell phones are eligible but there are certain phones that do not qualify. Your Viaero Wireless retail sales representative can tell you if the cell phone you are considering qualifies before you purchase.

Viaero Wireless is always ready to answer any questions regarding the program and may be conveniently reached at: 877-4VIAERO (877-484-2376). Viaero representatives are available to answer your questions Monday through Friday from 6am to 8pm and on Saturday from 8am to 5pm Mountain Time.

Look At Your Comprehensive Protection

Your Viaero Wireless Assurance Service plan is there to help and protect your Viaero phone against:

- Verifiable loss or theft.
- Accidental damage.
- Water or liquid damage.

Plus it offers instant replacement without the inconvenience of waiting for repairs for mechanical and electrical failures covered by the manufacturer's warranty.

The Assurance Service plan includes protection for your:

- Wireless handset
- Standard battery ¹

- Standard battery charger ¹
- SIM card ¹
- Standard earbud headset ¹

¹ Covered if part of a loss to an enrolled phone.

Protection That Is Both Seamless And Affordable

Your Viaero Wireless Assurance Service plan provides protection from the moment you enroll.* A \$5.95 monthly charge is conveniently added to your regular Viaero Wireless Monthly billing statement, with no need to prepay the entire service plan amount.

** At time of activation. If you choose to enroll after activation and within 30 days of purchase there is a 30 day waiting period after which you may use the Assurance Service plan. A test call may be made to the cell phone that is enrolled to verify that it is in proper working order.*

The Viaero Wireless Assurance Service plan provides expedited service with quick response times that begin with a call to our Customer Service center at 877-4VIAERO (877-484-2376).

How Does That Benefit You, The Customer?

If your phone needs repair, you don't need to wait the weeks or months a repair may take and you don't need to deal with the hassle of a low-quality loaner! In most cases, we'll send you a replacement phone within 24 hours.

You save money with each replacement, up to 40% over the cost of buying a replacement phone if you had to replace your phone twice!

Affordable Service Protection

Monthly Plan Charge: \$5.95

For each replacement, you pay an Assurance Service Plan Service Charge, which varies based on the price category of your phone. You are limited to two replacements in an 18-month period.

| Phone Price Category | Service Charge | Phone Price Category | Service Charge |
|----------------------|----------------|----------------------|----------------|
| Good | \$8.00 | Ultra | \$65.00 |
| Better | \$25.00 | Smartphone | \$100 |
| Best | \$40.00 | | |

Immediate Viaero Response

When you call our Customer Service center, replacement equipment that has been approved will be shipped via overnight delivery service at no charge to you. Viaero Wireless provides a prepaid shipping label with your replacement phone to return your damaged or malfunctioning equipment. Replacement equipment may be refurbished and of like kind and quality. Colors, features and accessory compatibility are not guaranteed.

Limits of Coverage

The Viaero Wireless Assurance Service Plan allows the following:

- A maximum of 2 replacements will be allowed within any 18-month period, beginning at the date of the first

replacement.

- Replacement value will not exceed \$1,000 per occurrence.
- Excludes Viaero2Go[®] prepaid service

Frequently Asked Questions

Why do I need The Viaero Wireless Assurance Service Plan? I got a really good deal on my current phone.

Participation in the Plan is optional. When you purchased your phone, special pricing was offered, but the replacement value is substantially higher should loss, theft, or accidental damage occur. Protection under the Plan assures that, once approved, immediate replacement equipment will be provided and the only cost will be the service charge, based on the value of your cell phone. Of course, you have the right to cancel the Plan at any time.

Doesn't a phone's manufacturer warranty cover damage?

No, the original equipment warranty only provides coverage for manufacturing related problems, not those caused by loss, theft or accidental damage. The Viaero Wireless Assurance Service plan provides the additional peace of mind that comes from knowing your wireless cell phone is protected when unforeseen circumstances occur. At the same time it provides a replacement phone even when covered by warranty, sparing you the inconvenience of waiting for your phone to be repaired. With the Assurance Service plan your phone problem is taken care of immediately, unlike other cell companies that make you wait.

When I call the Viaero Wireless service center for the service offered in this plan, when can I expect to get a replacement phone?

Viaero Wireless has its own Colorado-based customer service and fulfillment center. If a call is made to our service center before 3 p.m. Mountain Time (Mon-Fri), a phone will be shipped that day via overnight delivery in most cases.

If my phone is lost or stolen do I have to file a police report and obtain a case number?

Yes and this must be done prior to calling the Viaero Wireless Assurance Service Plan toll free number. This common practice is for your protection and Viaero, upon notification, may suspend your service to the lost or stolen equipment. Save replacement time by having your Police case number when you call.

What is the length of time my equipment can be covered under the Viaero Wireless Assurance Service Plan and can I cancel at any time?

The Viaero Wireless Assurance Service Plan is available for up to 2 years from the date of purchase and may be cancelled at any time by calling the Viaero Wireless Customer service center at 877-4VIAERO (877-484-2376).

See reverse side for Terms & Conditions.

Assurance Service Plan Terms & Conditions

PLEASE READ CAREFULLY:

Please read this document carefully. It sets forth each party's rights and duties and fully defines the terms and conditions of this service plan.

NE Colorado Cellular, Inc., d/b/a Viaero Wireless, 1220 West Platte Avenue, Fort Morgan, Colorado 80701 ("Viaero") hereby agrees to provide to the purchaser of this Viaero Wireless Assurance Service plan ("Purchaser"), whose name and address appears on the enrollment form, the services described herein ("Replacement Services"), subject to the terms and conditions contained herein. The Viaero Wireless Assurance Service plan is referred to herein as the "Plan."

I. Plan Services and Eligibility

a. "Qualifying Equipment" shall be defined as the equipment listed on the Plan enrollment form. All equipment must be specifically identified on the enrollment form by brand, model, serial number, IMEI, or other unique identifying number to be considered Qualifying Equipment. Ancillary equipment included by the manufacturer such as standard battery, charger, SIM card, or earbud is also Qualifying Equipment. Under no circumstances shall any equipment purchased from any other vendor besides Viaero be considered Qualifying Equipment.

b. "Replacement Services" shall be defined as the replacement of Qualifying Equipment, upon payment of a service charge, with the same brand and model if available, subject to the terms and conditions of this Plan. If the same model is not available, a replacement of substantially similar features and functionality may be substituted, but actual functionality, brand, or accessory compatibility are not guaranteed. Replacement handsets may be new, repaired, or refurbished models. Once replaced, returned equipment becomes the sole property of Viaero.

c. Subject to the terms and conditions contained herein, Viaero will provide Replacement Services to Qualifying Equipment if required by defect, accidental damage, wear and tear, mechanical or electrical failure, loss, or verifiable theft.

II. Plan Enrollment, Payment, and Termination.

a. Purchaser will be eligible for services upon Viaero's acceptance of Purchaser's enrollment. Enrollment may be made effective (1) at time of purchase by completion of the enrollment form, or (2) within thirty (30) days of purchase by returning to the place of purchase or calling Viaero Wireless Customer Care. If Purchaser requests enrollment after the date of activation, Viaero may require a test call to or inspection of the purchased equipment prior to confirming enrollment. Enrollment after the date of activation requires a thirty (30) day waiting period before enrollment will be accepted by Viaero.

b. Purchaser will be billed \$5.95 per month, and the charges will be included on Purchaser's regular monthly account statement. Enrollment is continued on a month-to-month basis, provided all payments are made timely by Purchaser.

c. The Plan will terminate upon (1) Viaero's receipt of written notice from Purchaser requesting termination, (2) Purchaser's default on any provision of the Viaero Wireless Subscriber Agreement, including, but not limited to payment of invoices, (3) by Viaero upon forty-five (45) days written notice for any other reason.

d. The Plan will be suspended when Purchaser's Viaero Wireless Service Account is suspended for any reason. The Plan does not provide Replacement Services for losses occurring while the Plan is suspended.

e. Purchaser is responsible for notifying Viaero of changes to Qualifying Equipment due to exchange, manufacturer's warranty, or other replacement.

III. Replacement Requirements

a. In the event of phone loss or damage requiring replacement, Purchaser must notify Viaero as soon as possible, but in no event later than sixty (60) days from the date of loss.

b. Purchaser may be required to provide proof-of-purchase documentation, and/or a government issued identification upon Purchaser's request for services. If loss is due to theft, Viaero may request a copy of a police report and/or case number, and Viaero may suspend your service temporarily to prevent unauthorized use.

c. Purchaser shall pay a non-refundable service charge, which may be billed to Purchaser's Viaero Wireless billing invoice prior to receiving Replacement Services. The amount of the replacement charge varies by category of equipment. The required replacement charge for specific Qualifying Equipment shall appear on the Purchaser's enrollment form.

d. Viaero will provide the replacement equipment, subject to availability, as soon as possible via overnight delivery service such as FedEx, USPS Overnight Express, or similar services. Viaero shall pay all costs of shipping replacement products to the Purchaser; however, Viaero reserves the right to modify this provision due to varying rates of overnight delivery services.

IV. Restrictions on Services.

a. Viaero will not provide Replacement Services for the following items:

1. Any items not included on Purchaser's enrollment form.
2. Any and all data contained on Qualifying Equipment, including but not limited to contact lists, photos, video, music, ring tones, emails, wallpapers, games, screensavers, or other downloads or software.
3. Otherwise Qualifying Equipment that has been modified, customized, or otherwise altered in any manner not explicitly authorized by the manufacturer.
4. Accessories, including but not limited to carrying cases, face plates, headsets, belt clips and removable memory cards.

b. Viaero will not provide Replacement Services in the event of the following circumstances:

1. Loss or damage due to abuse, or intentional, dishonest, fraudulent or criminal acts.
2. Cosmetic damage to the Qualifying Equipment that does not affect or impede full functionality of the equipment.
3. Loss or damage caused by the use of covered equipment for a purpose or manner for which it was not designed or intended by the manufacturer.
4. Loss or damage caused by or resulting from failure to follow manufacturer's installation, operation or maintenance instructions.
5. Loss or damage that occurs at times when Purchaser's plan is suspended or cancelled for non-payment.

c. A maximum of two (2) replacements of Qualifying Equipment will be allowed per subscriber to this service plan in any period of eighteen (18) months, beginning on the date of the first replacement.

d. Purchaser shall not in any circumstance be entitled to receive cash or credit in lieu of Replacement Services, nor for variations in value of the replacement equipment. Viaero's obligations under this plan

are limited solely to the replacement of Qualifying Equipment with the same or substantially similar equipment. Viaero makes no other warranties, express or implied.

e. Under no circumstances shall Viaero be liable for indirect, consequential, or incidental damages. THIS PLAN IS NOT A WARRANTY OR CONTRACT FOR INSURANCE; IT IS A SERVICE CONTRACT AS DEFINED BY STATE AND FEDERAL LAW. This Plan is not intended to replace manufacturers' warranties or appropriate policies for insurance as may be needed to compensate for other kinds of damages.

V. Miscellaneous

a. This Plan, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by applicable federal law, and the laws and regulations of the state where service is provided. This Plan is subject to amendment, modification or termination if required by such regulations or laws.

b. Subscriber acknowledges that he/she is of legal age, has received a true copy of this plan, and has read and clearly understands the terms of this Plan, and if enrolling on behalf of a corporation or other entity, is fully authorized to sign on behalf of such entity. This represents the final and entire agreement of the Company and Subscriber relating to such Plan, and no other warranties, promises, or agreements are made concerning the provision of services discussed in this Plan.