

SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions serve as the agreement between the subscriber listed on the Subscriber Enrollment Form ("Subscriber") and NE Colorado Cellular, Inc. d/b/a Viaero Wireless ("Company"), along with the Privacy Policy, the Internet Terms and Conditions and other applicable policies and updates are located at www.viaero.com/legal and apply to service for wireless products, features, applications, and services not otherwise described herein (collectively, "Services"), together with the Viaero Wireless Assurance Service Plan, the Handset Installment Payment Agreement, the Credit Limit Agreement (as applicable based on the Subscriber Enrollment Form) and any documents expressly referred to herein or therein (the "Subscription Agreement"), comprise the complete agreement between Subscriber and Company and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. All of these Terms and Conditions shall apply to all Services, except as otherwise specifically set forth herein, including, without limitation, service for a term (subject to a written Agreement in addition to these Terms and Conditions and in the event of a conflict these Terms and Conditions shall apply) ("Standard Term"), pre-paid service for a specific period of time and level of service ("Pre-paid Service"), and wireless internet.

Term. The Standard Term shall be as set forth in the Subscriber Enrollment Form by and between the Subscriber and the Company and shall end at the end of the month on the date as set forth therein ("Service End Date"). THIS AGREEMENT SHALL AUTOMATICALLY CONTINUE ON A MONTH-TO-MONTH BASIS AFTER THE STANDARD SERVICE END DATE AND TERMINATIONS SHALL BE EFFECTIVE AS OF THE END OF THE MONTH WITHOUT REGARD TO THE DATE SUBSCRIBER STOPS USING SERVICE. Pre-paid Service shall have the term based on the package purchased, any renewals or extensions shall be the result of additional purchase. Any amounts applied to but unused on Pre-paid Service shall be forfeited to the Company after 60 consecutive days of non-use. No refunds given.

Availability. Company does not guaranty network availability. Services are only available when devices using a SIM assigned to Subscriber's account by the Company ("Unit" or "Units") are located within operating range of network equipment owned by the Company and configured to communicate with the Unit (the "Home Network") or when engaged in permissible roaming on another network. Service may not be available in all areas. Subscriber understands and acknowledges that: (a) Services may be affected by transmission, capacity, and device limitations; (b) Services may be temporarily refused, limited, interrupted, or curtailed due to governmental regulations, government orders, system capacity limitations, equipment modifications, upgrades, relocations, repairs or similar activities necessary or

appropriate to ensure proper operation of the Services; and (c) some data services may only be available in select locations. Subscriber must live within operating range of the Home Network.

Use. Subscriber shall not resell the Services. Company will only accept orders for activating, changing or terminating Services from Subscriber or its authorized agents. Subscriber has no property rights in any telephone numbers assigned to Subscriber's account and Company reserves the right to change telephone number assignments from time to time after notifying Subscriber. Subscriber shall not program any other telephone number into any Unit and any such act shall be deemed an immediate termination by Subscriber except as allowed or required by federal law for number portability. Subscriber is responsible for ensuring that each Unit is technically and operationally compatible with the cellular system and in conformance with applicable Federal Communications Commission ("FCC") rules and regulations. Subscriber agrees not to use any Unit for any unlawful or abusive purpose or in any manner that creates damage or risk to Company's business, reputation, employees, facilities, third parties, or the general public.

Data. Subscriber acknowledges and understands that use of data services may affect network capacity and cause interference for other customers. Subscriber therefore agrees that data services shall not be used in a manner that violates applicable law or that adversely or excessively interferes with another customer's use of the Home Network, including but not limited to the following purposes: (a) server or remote application operation, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer ("P2P") file sharing, remote telemetry, or Supervisory Control and Data Acquisition, unless specifically set forth otherwise in Subscriber's plan; (b) substitutes or backups requiring full-time or dedicated data connections; (c) automated or manual routines which generate excessive amounts of network traffic; (d) sending or facilitating the sending of unsolicited bulk (spam) email; (e) software or other device operations that maintain continuous active Internet connections when a connection would otherwise be idle; or (f) redirecting television signals for remote viewing on a computer, as that term is defined in title 18, section 1030 (e)(1) of the United States Code ("Computer"). Company may in its sole discretion (a) deny, disconnect, modify and/or terminate the Services, without notice, of anyone it deems to be in violation of this Agreement; (b) monitor compliance with the terms set forth herein; or (c) otherwise protect or modify data services available to Subscriber so as to limit or eliminate harm, compromised capacity, or degradation in network performance or public safety. Except for any "Unlimited" data plan, excessive use by or through any single device that exceeds the amount of data purchased under a specific plan in any given billing cycle will result in excessive use

charges (overages) being applied to the Subscribers monthly bill.

“Unlimited” mobile data plans provide unlimited data without risk of any overages, provided, however, such plans are subject to reasonable network management. “Unlimited” mobile data plans are intended for use on the mobile device, however, these Unlimited plans include up to 1 Gb per day of tethering or mobile hot-spot, or more if purchased, at the highest speeds available on the Home Network. Tethering or mobile hot spot in excess of the daily limit may be slowed to 512 kbps.

Internet Data. Home Connect internet data is measured on peak usage (metered) hours, which are 7:00 am – 11:59 pm. Off-peak (unmetered) usage hours are 12:00 am – 6:59 am. Max speed allowable is up to 8Mbps. Overage charges apply if customer exceeds data allowance during peak usage hours. Service may not be available in all areas.

Under the “ProConnect” internet data plan, usage in excess of 15 Gb in any one day, service may be provided at speeds required to maintain the optimal experience for all of Company’s customers. Service availability depends on terrain, weather, distance to tower, and other factors. Viaero has the final say on whether customer location meets minimum line of sight requirements. Where ProConnect service is not available customer may be offered other internet plan options at Viaero’s discretion.

Unlimited data subscribers should read the Open Internet Disclosure carefully.

Termination and Plan Changes. If you're signing up for Postpay Service, you're agreeing to subscribe to Service either on a month-to-month basis or for a minimum contract term, as shown on your Subscription Agreement. (If your Service is suspended without billing, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that Service. If Subscriber violates this or any other Agreement(s) with Company and Company terminates Subscriber the Early Termination Fee (below) shall be payable to Company. If Subscriber selects a contract term in excess of one month, Subscriber agrees and acknowledges that Company will be damaged by Subscriber’s early termination of this Agreement and, in the event of such early termination, Company may (a) accept the attempted termination as of the end of that month upon Subscriber’s pre-payment of a cancellation fee (“Early Termination Fee”) as well as any and all amounts still due under any monthly handset payment plan, subject to the terms of this Agreement; or (b) reject Subscriber’s termination of this agreement and seek all remedies available in law or equity as a result of

Subscriber’s breach of this agreement. Cancellations will become effective on the last day of that month’s billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether they charge a separate termination fee.

Price Changes. Company may change any terms, conditions, rates, fees, expenses, or other charges applicable under this Agreement at any time. Subscriber understands and agrees that State and Federal Universal Service Fees and other fees imposed by government authorities, whether or not assessed directly upon Subscriber, may increase or decrease without prior notice, based upon calculations performed by a government entity or Company. If Company makes material changes to this Agreement or increases its monthly service fees during the term of this Agreement, Company shall disclose the change at least one billing cycle in advance either through a notice accompanying Subscriber’s bill or a text message to Subscriber’s Unit and Subscriber may terminate this Agreement without paying the Early Termination Fee, provided the Subscriber provides notice of termination within thirty (30) days after the first bill reflecting the change.

Special Terms and Conditions Related to Roaming. By originating or receiving any of the Services outside of the Home Network (“Roaming”), Subscriber may incur and be subject to additional charges. Displays on Units may not indicate whether Subscriber has incurred roaming charges. Availability of Services when Roaming depends upon the roaming carrier’s support of applicable network technology and functionality. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. If Subscriber’s use of the Services while Roaming (“Roaming Usage”) during any two consecutive months exceeds Subscriber’s Roaming Usage allowance, the Company may in its sole discretion terminate the Services, suspend access to certain Services, deny use of the roaming carrier’s network, or change Subscriber’s plan to one imposing usage charges for Roaming Usage. Subscriber’s Roaming Usage allowance is equal to the lesser of (a) 51,200 kilobytes or 20% of the kilobytes included with selected data plan; (b) 3000 messages or 50% of the messages included with selected messaging plan; or (c) 700 minutes or 50% of the minutes included with selected the selected voice plan. The Company shall notify Subscriber that it intends to take any of the above actions and Subscriber may terminate this Agreement.

International Roaming. Certain Services may not be available while Roaming and certain tenure, billing and credit restrictions and additional charges may apply. Subscriber understands and acknowledges that a Unit may transmit and receive data messages without

user intervention while Roaming and that such Roaming can generate unexpected charges when travelling outside of the United States. International Roaming is not generally included with domestic plans, please check your plan terms. International Roaming is billed on an al-a-carte basis.

Special Terms and Conditions Related to Viaero “Love It or Leave It” Return Policy. The “Love it or Leave It” policy applies to new activations or renewals under a new plan that are experiencing significant network related issues on the Company Network. Customer may cancel service within fourteen (14) days of activation, provided the following conditions are met: (a) Customer must provide Company notice of cancellation; and, (b) Customer must return all purchased equipment, in like new condition in its original packaging. Customer will be charged full replacement cost for any phone or data device not returned in like new condition. Customer will receive a refund for the costs of equipment only, less any actual usage charges incurred prior to cancellation. Local, state and federal taxes are not refundable. Refunds will only be issued by check via US mail within 6-8 weeks of return.

Special Terms and Conditions Related to Viaero “Love it or Leave It” Equipment Exchange Policy. The “Love It or Leave It” exchange policy applies to exchanges of new phone and data devices purchased from the Company in conjunction with a Standard Term and excludes color preferences. Customers may return phone equipment for exchange within fourteen (14) days of purchase, provided the equipment is returned in like new condition in original packaging. Only one exchange can take place within 14 days of original purchase, and is subject to a \$35 restocking fee. The exchange must be for a different Company handset/data model – no exchanges into the same model are allowed. If an exchange is approved, a credit will be applied towards a new phone or data device equal to the actual amount paid for the returned phone or data device – minus any restocking or other non-refundable fees/taxes. Customer will be charged Viaero’s current retail price for any new phone or data device(s). Customer is responsible for the payment of any price difference at the time of the exchange; if the difference results in a credit to Customer, Company will apply a credit equal to the difference to the Customer’s account.

Deposits. Company may require an applicant or Subscriber to make a suitable deposit for a reasonable time period with the Company to be held as a guaranty of the payment of charges. If not prohibited by applicable laws or tariffs, deposits received by Company may be commingled with other Company funds, and Company need not accrue interest for Subscriber’s benefit unless Company in its sole discretion decides to do so. Upon termination of this Agreement, any deposit or advance service charges will be applied to pay any charges then

or thereafter due and any excess will be returned without interest within 75 days after termination to Subscriber at its last-known address. If the U.S. Postal Service is not able to deliver such funds to Subscriber and returns the funds to Company, such returned unused advanced payments or deposit funds shall be maintained for the account of Subscriber for one year, subject to an account servicing fee of \$10 per month. Any portion remaining after such one-year period shall be conclusively deemed to have been forfeited by Subscriber and shall thereafter be the Company’s property. Company may adjust the deposit amount at any time to reflect revised estimated monthly charges based on actual usage. The fact that a deposit has been made does not relieve Subscriber from prompt payment of bills, nor does it constitute a waiver or modification of the provisions of this Agreement allowing discontinuance of Services and/or termination of this Agreement for nonpayment of any sums due.

Sales Tax, Etc. In addition to the costs of Services provided under this Agreement, Subscriber shall pay any applicable sales, use, public utility gross receipts or other taxes, interconnect costs, universal service or other governmental fees, or charges imposed on Company, as a result of providing the Services or the Unit to Subscriber. Such taxes and fees will be added to the Subscriber’s bill when imposed or required by law and any such taxes, fees, or charges paid by Company will be reimbursed by Subscriber. Company may also impose reasonable fees for unfunded governmental mandates on a prorate basis among all subscribers. Any promotion notwithstanding, Subscriber shall be responsible for all applicable taxes and fees.

Billing and Payment of Charges. The first month’s charges are payable in advance upon execution of an applicable Agreement or with the purchase of a Pre-paid Service package. Subscribers may change to another rate plan currently offered for new activations upon thirty (30) days’ notice to Company, provided that (a) Subscriber has not changed rate plans more than twice in the previous twelve (12) months and (b) Subscriber pays a \$25.00 charge for such change. Subscriber is responsible for payment of all charges for Services furnished, together with usage charges (which are in addition to regular monthly service charges) for all calls processed through Subscriber’s Unit or through any telephone number assigned to Subscriber including but not limited to any applicable landline access charges, and toll charges resulting from the origination of calls to points outside Company’s local calling area. Monthly charges for cellular system access and for any optional Unit or Service features selected by Subscriber are billed one month in advance, with charges prorated (if necessary) for beginning and ending months of Service. All charges for usage which are billed by a third party to Company will be included in the Subscriber’s bill as soon as possible thereafter. Payments are delinquent if not received by Company by the due date shown on the

monthly invoice. If Subscriber has authorized charges to be made against a credit card account, Company will charge amounts due to the credit card account prior to the due date. No additional notice to or consent of Customer shall be required for authorized charge. If Subscriber has not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid, payment must be received on or before the due date. Subscriber agrees that (a) time is of the essence; (b) it would be impractical to fix the exact amount of Company's damages if Subscriber fails to pay promptly; and (c) in the event of such failure, Subscriber shall pay Company as liquidated damages one and one-half percent (1.5%) per month of any amount not paid when due, which fee shall be paid for every month the amount is unpaid and shall be prorated on a daily basis for each day that payment is overdue; provided such charge is permitted according to any applicable tariff or law and further provided such liquidated damages will not be compounded monthly. Acceptance by Company of checks or drafts shall not constitute a waiver of Company's right to payment by legal tender and acceptance of late or partial payments or payments marked "Paid in Full" or similar notations shall not waive any rights of Company hereunder. Subscriber may, at the option of Company, and in accordance with tariffs (if any), be charged the maximum return check fee allowed by applicable law for any check returned for insufficient funds. Inquiries about or objections to invoices must be in writing and must be received by Company from Subscriber no later than the due date set forth in the invoice; provided, however, all amounts due to Company, including disputed amounts, must be paid to Company on or before the due date set forth in the invoice. Company will make good faith efforts to resolve disputes in accordance with Company procedures or applicable tariffs (if any). Notwithstanding anything herein, if payments, fees, costs or other charges are deemed hereunder as interest, and the aggregate of such charges are in excess of the highest rate allowed by applicable law, then the aggregate of such charges shall be reduced to the highest rate allowable pursuant to such applicable law.

Failure to Pay. If Subscriber fails to pay any sum due hereunder, breaches any representations herein, fails to perform any of its obligations at the time and in the manner specified in this Agreement, fails to maintain any Unit without damage or interference to Company business or facilities, or becomes the subject of any proceeding under the Bankruptcy Act or become insolvent, Company may discontinue Service at any time without notice or terminate this Agreement. Subscriber shall remain liable for the payment of all charges due to Company under this Agreement, which shall be immediately due and payable. Subscriber may be subject to reactivation charges if Service is subsequently recommenced. These remedies are not exclusive but

are in addition to all remedies provided by law or equity. In the event of Subscriber's default, Subscriber will pay court costs, attorney fees, and similar expenses related to the enforcement of any rights or privileges hereunder. Time is of the essence and Company's failure at any time to require strict performance by Subscriber of any of the provisions hereof shall not waive or diminish Company's right to thereafter demand strict compliance with any provisions of this Agreement.

NO WARRANTIES. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY UNIT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

- a. Act or omission of a third party, including a different carrier;
- b. Mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Units provided by or through the Company;
- c. Damage or injury caused by the use of the Services or Units, including use in a vehicle;
- d. Claims brought against Subscriber by any third party;
- e. Damage or injury caused by a suspension or termination of Services by Company; or
- f. Damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

Notwithstanding the foregoing, the liabilities of the Company (if any), for any mistakes, omissions, interruptions, delays, errors, defects or other failure in the Services furnished shall not exceed the amount of prorated monthly charges to Subscriber for said Services during the period so affected. Subscriber agrees to indemnify and hold harmless the Company, from and against all costs, expenses, acts, actions or claims, in any way arising out of, connected with, or resulting from the activities contemplated by this Agreement, whether brought by Subscriber, its employees, agents, customers, or any third parties. In the event Subscriber has authorized Company to charge amounts due against its credit card account, the indemnification and hold harmless agreement contained in this paragraph shall extend to claims, expenses, liabilities, or damages arising in connection with use or ownership of the credit card account or from the issuer's refusal to pay amounts charged to such credit card account. Subscriber further agrees to pay Company's reasonable attorney's fees and costs arising from any such actions or claims and those incurred in establishing the applicability of this

paragraph.

Important Emergency and 9-1-1 Information. When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. We are not responsible for failures to connect or complete 9-1-1 calls or if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded. We may use a variety of information and methods to determine the location of a 9-1-1 call, including Global Positioning Satellites, our wireless network, the street address you have provided us as your primary use location ("Primary Address. Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third party entities are involved in connecting a 9-1-1 call and we do not determine the public safety agency to which your 9-1-1 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available. Wi-Fi and 9-1-1 Service: 9-1-1 service using Wi-Fi uses the internet and operates differently than traditional 9-1-1. For example, 9-1-1 service may not work during power or internet (e.g., cable service) outages or disruptions. Location information when using Wi-Fi may be limited or unavailable. You must provide us with a Primary Address. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must notify us by contacting Customer Care; it may take 24 hours or more to update the address information. If you do not give us a Primary Address, we may terminate your Service. When you call over Wi-Fi away from your Primary Address, we may have no or very limited information about your location.

Privacy. Cellular telephone systems use radio channels to transmit voice and data communications over a complex network. Conversations are very difficult to intercept because of the networks unique design, which assigns calls randomly to any one of several radio channels at various locations. Although federal and state laws make it illegal for third parties to listen in on cellular calls, privacy cannot be guaranteed. Company shall not be liable to Subscriber, for any claims, loss, damages, or costs which may result from a lack of privacy experienced over any Unit.

No Agency Created. This Agreement does not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between Company and Subscriber and under no circumstances shall Subscriber hold out to be in or in any way be considered an agent of Company.

Assignment. Company may assign in whole or in part its right or duties under this Agreement, without notice to Subscriber. Upon such assignment, Company shall be released from all liability hereunder. Subscriber may assign this Agreement only upon the prior written consent of Company. Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the heirs, successors, subcontractors, and assignees of the respective parties.

Notices. Notices to Subscriber shall be deemed given if deposited in the U.S. Mail addressed to the Subscriber's last known address as shown on the Subscriber Enrollment Form. Notice to Company shall be deemed given when received by the Company at 1224 West Platte Avenue, Fort Morgan, CO 80701 Attn: Legal Department. Provided, however, these Terms and Conditions may change at any time with or without notice and Subscriber hereby advised to check the Company's website at www.viaero.com/legal for such changes or updates.

Severability. Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

Governing Law and Regulations. This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by applicable federal law, the regulations of the FCC, the laws and regulations of the state where Services are provided, and by any tariff required to be filed by the Company pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.

Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision, above). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE WHEN YOU ACTIVATE SERVICE (the "Opt Out Deadline"). You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling **1-877-484- 2376**. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to Viaero Wireless, Legal Department, 1224 W. Platte Ave, Fort Morgan, Colorado 80701-2949. We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to our Legal Department at the address in the paragraph above to begin arbitration. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, all filing, administration and arbitrator fees for claims shall be split equally between the parties.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.

JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Acceptance. YOUR AGREEMENT STARTS WHEN YOU ACCEPT. You represent that you are at least 18 years old or have attained the age in your applicable jurisdiction that allows you to enter into a contract and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; (d) paying for the Service or a Mobile Device, a Device purchased from a Company Mobile dealer, or other Company Mobile authorized retailer ("Dealer") for use with the Company Mobile Service); or (e) opening the Company Mobile SIM kit or failing to activate Service within 30 days after the purchase of your Company Mobile Device. **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

Definitions: Any term with initial capitalization which is not defined in these Terms and Conditions or in the Viaero Wireless Assurance Service Plan, the Handset Installment Payment Agreement or the Credit Limit Agreement shall have the meaning, value or amount set forth in the Subscriber Enrollment Form.

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PLEASE READ THIS DOCUMENT CAREFULLY. IT SETS FORTH EACH PARTY'S RIGHTS AND DUTIES AND FULLY DEFINES WHAT IS AND WHAT IS NOT COVERED BY ACCEPTING THIS ASSURANCE SERVICE PLAN.

Viaero Wireless Assurance Service Plan ("ASP")

NE Colorado Cellular, Inc., d/b/a Viaero Wireless, 1224 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 Subscriber 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 Subscriber 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 ear piece, is also considered 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 replacement fee, with equipment of 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 specific functionality, brand, or accessory compatibility is not guaranteed. Replacement handsets may be new, repaired, or refurbished models. Once the Qualifying Equipment is returned to Viaero, the Qualifying Equipment becomes the sole property of Viaero.
- c. Subject to the terms and conditions contained herein, Viaero will provide Replacement Services for Qualifying Equipment if required by defect, wear and tear, mechanical or electrical failure, loss, or verifiable theft, if not otherwise eligible for remedy by the Purchaser's existing insurance policies, manufacturer warranty or a manufacturer recall.

II. Plan Enrollment, Payment, and Termination.

- a. The Purchaser will be eligible for services upon Viaero's acceptance of the Purchaser's enrollment. Enrollment may be made effective (1) at the time of purchase by executing the enrollment form, or (2) within thirty (30) days of purchase by returning to the place of purchase or calling Viaero Wireless Customer Care and completing the enrollment process. If the Purchaser requests enrollment after the date of activation, Viaero

may require a test call or an inspection of the purchased equipment prior to confirming the enrollment.

b. The Purchaser will be billed the ASP Fee separately or as part of the Purchaser's billing plan as set forth on the Subscriber Enrollment Form, and the charges will be included in the Purchaser's regular monthly account statement (where ASP is part of the plan terms, such amount may not be separately stated). The enrollment continues on a month-to-month basis, provided that all payments are timely made by the Purchaser.

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

d. The Plan may be suspended when the Purchaser is in default of any payments due under this Plan or under the applicable agreements executed at the time of sale.

e. The Purchaser is responsible for changes to the 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, the Purchaser must notify Viaero as soon as possible, but in no event later than sixty (60) days from the date of loss.

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

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

d. Viaero will provide the replacement product as soon as possible by calling Customer Care (611 from your Viaero phone) with the replacement to be sent via an overnight delivery service requiring an adult to sign for package using a service such as FedEx, UPS, USPS Overnight Express, or similar services. Viaero

shall pay all costs of shipping replacement products to the Purchaser.

IV. Restrictions on Services.

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

1. Any items not included on the Subscriber 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, faceplates, headsets, belt clips and add on antennas.

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 degrade the functionality of the equipment.
3. Loss or damage caused by the use of the 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 the 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.

d. The Purchaser shall not in any circumstances be entitled to receive cash or credit in lieu of Replacement Services, nor for variations in the 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 casualties or losses that are outside the scope of this Plan.

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

b. The 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 the services discussed in this Plan.

c. Viaero may, at its sole option, modify the terms and conditions of the Plan by providing written notice to Purchaser, or at www.viaero.com/legal. Purchaser may terminate enrollment in the Plan upon any material change to the Plan. Purchaser's continued enrollment in the Plan shall constitute an acceptance of any change in these terms and conditions.

V. Miscellaneous

CREDIT LIMIT AGREEMENT

If a "Credit Limit" or "Credit Deposit" ("Deposit") is indicated on the Subscriber Enrollment Form, based on the credit rating for the Subscriber applying for credit, The account may require a deposit in the amount set forth on the Subscriber Enrollment Form for the line requested by the Subscriber and may be placed on a credit limit also as indicated on the Subscriber Enrollment Form. The Deposit will stay on the account until such time that the credit status changes to a criteria that does not require this stipulation. The Subscriber phone number is listed on the Subscriber Enrollment Form and will be placed on a credit limit. The credit limit can be reviewed at the end of my contract at my request. This request will be made to the credit department at the Viaero Wireless Call Center at 1-877-484-2376.

If a Credit Limit is applicable it will be indicated on the Subscriber Enrollment Form and this account will be placed on a credit limit to help prevent overages and make my bills easier to handle.

The credit limit will figure as follows: After Subscriber has used all plan minutes, the billing system will charge a per minute fee for overage and/or long distance until it reaches the limit set forth on the Subscriber Enrollment Form. Actual monthly charges and any applicable roaming charges will NOT be added into this amount until the end of the month so the bill may actually be more than the credit limit amount. Once the credit limit has been reached, the account will be suspended until full payment of the balance due on the account.

Subscriber acknowledges that the account may be suspended at any time during the month, regardless of the bill due date, and will need to make a payment when this happens to maintain or restore service.