

Long Lines Wireless® Terms and Conditions of Service

These Terms and Conditions of Service apply to and are part of the Long Lines Wireless Customer Agreement. Please read these provisions carefully to ensure you understand them.

Changes to Terms

We may change these Terms and Conditions at any time without notice. Changes are effective when we publish them on the Long Lines Wireless website, www.longlineswireless.com. If you make use of our Services or make any payment to us on or after the effective date of the changes, you accept the changes.

Service Commitment/Early Termination

Subscriber must live and have a mailing address within the Long Lines owned network coverage area to be eligible to receive wireless service. Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175 ("Early Termination Fee"). The Early Termination Fee will be reduced by \$6.00 for each full month toward your minimum term that you complete. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. Some dealers may impose additional early termination fees.

Right to Rescind

You may rescind this Agreement without financial obligation, except for the obligation to return the equipment, by delivering a written notice of cancellation to the local Long Lines Wireless office within fourteen (14) calendar days of service activation and returning to Long Lines Wireless all equipment, including promotional items, in the original condition.

Cancellation Policy

Either you or we may terminate this Agreement at any time after the initial Term of your Agreement, provided thirty (30) days notice is provided to the other party. After your service commitment, this agreement shall automatically renew on a month-to-month basis until either party gives notice pursuant to the Termination provision below.

Data Discounts

Data plans purchased in connection to a handset discount must remain active for the duration of the 2 year agreement or the promotional discount will be charged back to the customer.

Changes to Your Calling Plan

Changes to your Calling Plan will only be effective after we have provided notice to you on a bill, by mail, by text message or otherwise. If we have notified you of a change in your Calling Plan that has a material adverse affect on you or the price you pay for Service, you may terminate your Customer Agreement with us without paying a Fee, provided your notice of termination is received by us within 30 days after the date of our first bill to you describing the changes to your Calling Plan.

Credit Check/Reporting

You authorize us to check your credit and verify your identity. You also authorize us to disclose information about you to credit agencies or other parties.

Roaming

Service originated or received while outside your Calling Plan's included coverage area is subject to roaming charges. Roaming coverage is available only on certain plans, and use of Service when roaming is dependent upon roaming carrier's support of applicable network technology and functionality.

Your Phone's manual will indicate if certain features of your Phone may not be available when you roam. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers.

International Roaming

Substantial charges may be incurred if phone is taken out of the U.S. even if no services are intentionally used. Receipt of Visual Voicemail messages when roaming internationally are charged at international data pay per use rates, unless customer has an international rate plan or international texting feature, in which case receipt of Visual Voicemail messages decrement text message allotments included in the international plan. Data roaming toggle set to OFF will block data roaming outside the United States.

Unlimited Voice Services

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If Long Lines Wireless finds that you are using an unlimited voice service offering for other than live dialog between two individuals, Long Lines Wireless may, at its option terminate your service or change your plan to one with no unlimited usage components. Long Lines Wireless will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

Off-Net Usage

If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, Long Lines Wireless may, at its option, terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Nationwide Minutes included with your plan. Long Lines will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

Voicemail Service

Long Lines may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

Charges/Advance Billing

You are responsible for paying all charges for Services provided to you by the date specified on your bill. Charges include monthly access charges, monthly usage charges, roaming charges, directory assistance/operator charges, optional features and other charges such as taxes, surcharges and the Regulatory Cost Recovery Fee. We try to include all charges incurred in a given billing cycle on your next bill, but occasionally charges (including roaming charges and long distance charges) may be delayed until a later bill. You are responsible for all such charges.

Other features of importance to note:

- We bill recurring services one month in advance. We do not prorate such charges if your Service is terminated on other than the last day of your billing cycle.
- Nights and Weekends for applicable plans: Nights are 7:00 p.m. to 7:00 a.m. Weekends are 7:00 p.m. Friday to 7:00 a.m. Monday.
- Data transport is rounded up to, and billed in, full kilobyte increments. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes.
- Unused Service (such as monthly allotments of airtime, megabytes or text messages), do not carry over to the next billing cycle unless we have specified otherwise.
- We may bill you in a format as we determine. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services.
- You remain responsible for paying your monthly access charge if your service is suspended for nonpayment.

Lost Phone

If you lose your Phone or other device, you will be responsible for all charges incurred on your wireless phone

number until you report the theft or loss and provide us with a police report number. Afterward, you remain responsible for complying with your other obligations under your Customer Agreement, such as paying your monthly access charge.

Deposits/Advance Payments

We may require you to provide us with a deposit and, if your payment history is unsatisfactory, may require you to increase that deposit or provide an advance payment. Interest is not paid on your deposit, unless required by law. We may set a credit limit for you and, if you exceed that limit, we may interrupt or suspend your Service until your balance is brought below the limit. If you have more than one account with us, you must keep all accounts in good standing in order to maintain uninterrupted Service.

Payments

We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion. You agree to reimburse us for costs we incur in collecting payment from you, including reasonable collection agency fees and attorney fees.

Disputed Charges

Disputes concerning billed charges must be raised within 100 days of the date of your bill containing the charge. You accept all charges not disputed in this time period, and waive all legal rights to dispute charges that are not disputed in this time period. Disputes can only be made by calling Long Lines Wireless customer service at (712) 271-4000, or writing to us at: Long Lines Wireless, ATTN: Disputes, 501 Fourth Street, Sergeant Bluff, IA 51054.

Primary Place of Use ("PPU")

We need to determine your PPU in order to assess taxes. To do so, you must provide us with your residential or business street address. If you don't provide us with one that is within our licensed service area, we will designate one for you.

Text, Instant Messaging and Picture/Video Messaging

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. Long Lines Wireless does not guarantee delivery of messages. Text, Instant and Picture/Video messages, including downloaded content, not delivered within 7 days will be deleted. Long Lines Wireless reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. Long Lines Wireless reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging.

Wireless Messaging and Data Service Terms and Conditions

Applies to all customers. Long Lines Wireless reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels, the ability of other people or systems to use the Long Lines Wireless network, or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data and messaging flows. You may not send solicitations to Long Lines wireless subscribers without their consent. You may not use the Services other than as intended by Long Lines Wireless and applicable law. Plans are for individual, non-commercial use only and are not for resale. Long Lines Wireless may, but is not required to, monitor your compliance, or the compliance of other subscribers, with Long Lines Wireless terms, conditions or policies.

Prohibited and Permissible Uses

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email and individual productivity applications like customer relationship management, sales force, and field service automation). While most common uses for Intranet browsing, email and intranet access are permitted by your data, messaging plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "autoresponders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt messaging or email use by others; (iv) "spam" or unsolicited commercial messages or bulk email (or activities that have the effect of facilitating unsolicited commercial messages, email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Long Lines Wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Long Lines Wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to Long Lines Wireless data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose.

Account Access

Every customer is required to be authenticated before details on the account are discussed or any changes are made to your account. Upon verification, you authorize us to provide information about and to make changes to your account, including adding new service.

Service Interruption/Credits

We may interrupt your Service without notice for any conduct that we believe violates any of the terms and conditions of your Customer Agreement, if your credit has deteriorated and you refuse to provide us with an advance payment or deposit, or if we believe that your use of the Service violates the law or may adversely affect our Service. If your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly access charge for the period your Service was unavailable.

Service Limitations/Limitation of Liability

We do not guarantee that our Service will work at all times. For example, Service may be interrupted or limited for a variety of reasons, including environmental conditions, system capacity, interference by others, priority access in the event of a disaster or emergency, or limitations of other networks and carriers.

There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU, OR ANY USER OF YOUR PHONE, UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF A CALL IS PLACED TO AN EMERGENCY NUMBER (911 OR OTHERWISE) THAT THE CALL WILL BE COMPLETED OR THAT THE CALLER WILL RECEIVE EMERGENCY HELP.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, SUITABILITY OR PERFORMANCE REGARDING OUR SERVICE OR ANY GOODS, AND IN NO EVENT SHALL WE BE LIABLE, WHETHER OR NOT DUE TO OUR OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the Service provided by or through us; (c) damage or injury caused by the use of the Service or your Phone, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of Service by us; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Our liability to you for Service failures is limited solely to the credits set forth above in "Service Interruption/Credits."

We shall not be liable to you or any third party for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, our Service or your Phone, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold us and our officers, managers, employees, and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, our Service or your Phone, or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM NEGLIGENCE ALLEGED OF US or any violation by you of this Agreement. This obligation shall survive termination of your Service. We are not liable to you for changes in operation, equipment, or technology that cause your Phone to be rendered obsolete or to require modification.

We may block access to certain categories of numbers (e.g. 976, 900, and international destinations) or certain Web sites in our sole discretion. We may, but are not obliged to, refuse to transmit any information through the Service, and we may screen or delete information prior to delivery of that information to you.

Contingent Benefits

You may receive our Service via an affiliation with a business or other organization ("Third Party") that has an agreement with us to make our Services available. As such, the Service we provide pursuant to such an arrangement may be modified or terminated without notice to you. If a Third Party pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that Third Party and its agents. If you are on a Calling Plan sponsored by a Third Party but you are liable for your own charges, then you authorize us to share enough account information with that Third Party and its agents to verify your continuing eligibility for Service. You may receive the benefits of our Service because of an agreement to have the charges for your Service billed ("Joint Billing") by a landline company affiliated with us ("Affiliate") or because you subscribe to certain service provided by Affiliate. If you cancel Joint Billing or the Affiliate service, your rates will be adjusted without notice to a Calling Plan for which you qualify.

Good Credit

You must have and maintain satisfactory credit to receive and continue to receive Service. We may charge a nonrefundable activation fee, deposit, prepayment or other fee to establish or maintain service.

Arbitration

INSTEAD OF SUING IN COURT, YOU AND WE AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR SERVICE, YOUR PHONE, AND OUR ADVERTISING; THIS INCLUDES ANY CLAIMS YOU MAY HAVE AGAINST OUR EMPLOYEES, AGENTS AFFILIATES AND OTHER REPRESENTATIVES OR THAT WE MAY HAVE AGAINST YOU. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR A BREACH OF IT, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND ITS SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AS MODIFIED BY THIS AGREEMENT ("AAA RULES"), AND JUDGMENT ON AN AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS PROVISION DOES NOT PREVENT YOU OR US FROM BRINGING AN INDIVIDUAL ACTION IN A SMALL CLAIMS COURT, OR BEFORE THE FCC OR A STATE PUBLIC SERVICE COMMISSION.

YOU AND WE AGREE THAT THE AGREEMENT IS A CONTRACT IN INTERSTATE COMMERCE, AND

THE FEDERAL ARBITRATION ACT APPLIES TO IT. YOU AND WE AGREE TO BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, you and we agree that an arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

The location of the arbitration shall be in Woodbury County, Iowa, and any hearings shall take place there. This arbitration provision survives the expiration or termination of this Agreement. To initiate arbitration, you and we agree to follow the AAA Rules, which are available at www.adr.org. Notices should be sent to us at: Long Lines Wireless, LLC, 501 Fourth Street, P.O. Box 67, Sergeant Bluff, IA 51054. If to you, notice will be sent to your billing address.

Miscellaneous

The Service Agreement sets forth the complete understanding agreement between you and Long Lines Wireless, and it supersedes any prior understanding you may have about our Service. Except as stated in the arbitration provision, if any provision of the Customer Agreement is found by law to be unenforceable, the remaining provisions will remain in full force and effect. We may assign this Agreement, but you may not, without our prior written consent. This Agreement shall be governed by Iowa law, without regard to its conflict of laws rules. If the arbitration requirements here are found unenforceable, or if for any other reason a dispute is before a court, you and we agree to waive trial by jury. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or auto-dialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of the Service Agreement is the English language. Any discrepancy or conflicts between the English version of this agreement and any other language version will be resolved with reference to and by interpreting the English version.

How to Reach Us

You can reach us by:

- Dialing *611 on your Phone
- Calling (712) 271-4000
- Writing us at Long Lines Wireless, 501 Fourth Street, P.O. Box 67, Sergeant Bluff, Iowa 51054

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