

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. Capitalized terms are as defined in the Customer Agreement. Please read these provisions carefully to ensure you understand them.

Changes to Terms. We may change these Terms and Conditions at any times 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.

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 effect 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 with certain Phones, 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.

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: Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 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.

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

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 services at (712) 271-4000, or writing to us at:

Long Lines Wireless
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.

Account Access. You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

Termination. 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.

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 Customer 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 Customer 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:

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