



## DTC Wireless Data Agreement

In this Customer Agreement, you'll find important information about your Service, including our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned and how any disputes between us must be resolved. If you're signing up for Service for a minimum contract term, you'll also find information about that contract term and what happens if you cancel a line of Service early or don't pay on time, including the possibility of an early termination fee you may owe DTC Wireless.

### My Service

Your Service terms and conditions are part of this agreement. Your Plan includes your monthly allowances and features, where you can use them (your "Coverage Area"), and their monthly charges.

### Term of Service

\_\_\_\_\_ Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a 12 month or 24 month period. At the end of your service commitment, this Agreement will automatically continue on a month-to-month basis. If your Agreement has no Service Commitment, it is a month-to-month Agreement.

\_\_\_\_\_ 12 Month Service Agreement

\_\_\_\_\_ 24 Month Service Agreement

### Accepting Agreement

You accept this agreement by: Agreeing in writing, by email, over the phone, or in person. When you accept, you're representing that you are at least 18 years old and are legally able to accept an agreement and agree to its terms and will comply with the agreement. If you're accepting for an organization, you're representing that you are authorized to bind that organization on the terms and obligations of the agreement, and where the context requires, "you" means the organization. In the event that you misrepresent your authority to bind such organization, you understand and agree that you will be held personally responsible to comply with this agreement. By accepting you are agreeing to every provision of this Agreement whether or not you have to read it.

### Fulfillment of Agreement



You have received certain benefits from us in exchange for your Service Commitment, which includes a fixed wireless device. There are two alternative ways to fulfill your Service Commitment. You can pay for the Services described in your Customer Service Summary for the term of your Service Commitment, or you can terminate your Agreement prior to the end of your Service Commitment and pay an Early Termination Fee (“ETF”). The Early Termination Fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service Commitment on which your rate plan is based was not completed.

\_\_\_\_\_ If you do accept, you can cancel Service within 14 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us, but you'll still have to pay for your Service through that date. No refunds will be granted after 14 days or if your account has been activated.

\_\_\_\_\_ The activation fee will not be refunded unless you cancel within three days of accepting. A restocking fee of \$30 will be billed for any cancelation of service after three days of activation.

If you receive a Service promotion, you may be required to change your Plan to one that we are currently offering at that time.

### **Cancelation of Services**

\_\_\_\_\_ When you sign up for Service, you're agreeing to subscribe for a minimum contract term, as shown on your receipt or order confirmation. (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 Service. If you cancel Service, or if we cancel it for good cause, during its contract term, you'll have to pay an early termination fee. If your contract term is 12 months, you will be responsible for the remaining contract amount for the data plan. If your contract term is 24 months, you will be responsible for the remaining amount of the device contract. Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then.

### **Authorized Users**

You can appoint someone to manage your account for a single transaction, or until you tell us otherwise. The person you appoint will be able to make changes to your account, including



adding new Service, and extending your contract term. Any changes that person makes will be treated as modifications to this agreement.

### **Change in Agreement or Services**

We may change prices or any other term of your Service or this agreement at any time, but we'll provide notice first. If you use your Service after the change takes effect that means you're accepting the change. If a change to your Plan or this agreement has a material adverse effect on you, you can cancel Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change.

### **Wireless Device**

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect how you've programmed or use your wireless device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card that we may change the software or other data in the SIM card remotely and without notice, and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. But please note that your wireless device may not work with another wireless network, or the other wireless carrier may not accept your wireless device on its network.

### **Wireless Network**

Wireless devices use radio transmissions, so unfortunately you can't get Service if your device is not in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather. You acknowledge and agree that we cannot guarantee service in all areas and at all times or quality of service, and transmission of data can be dropped, lost, etc. through no fault of DTC Wireless.



## **Billing**

You agree to pay all access, usage and other charges that you or any other user of your wireless device incurred. If multiple wireless devices are associated with your account, you agree to pay all charges incurred by users of those wireless devices. Many services and applications are accessible on or through wireless devices, including purchases of games, movies, music and other content. Content is provided by third parties that may offer the option to bill the charges to your DTC Wireless bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. DTC Wireless bills one month in advance for access charges.

## **Delayed Billing**

Billing of usage for data Service may occasionally be delayed. Such usage charges may appear in a later billing cycle, up to 90 days. You also remain responsible for paying your monthly Service fee if your Service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

## **Government Taxes, Fees, and Surcharges**

You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

## **Disputing Charges**

You can dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.



## **Payments**

If we don't get your payment on time, we will charge you a late fee of \$3 on the unpaid balance. Late fees are part of the rates and charges you agree to pay us. If you fail to pay on time and DTC Wireless refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. We may require a deposit at the time of activation or afterward, or an increased deposit. We may apply deposits or payments in any order to any amounts you owe us on any account. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

We may charge you up to \$35 for any returned check.

## **Lost/Stolen Device**

\_\_\_\_\_ It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

## **DTC Communications' Rights to Limit or End Service or this Agreement**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a DTC customer; (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; or (i) are unable to pay us or go bankrupt; or (2) if you, any user of your device, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in



other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

### **Disclaimer of Warranties**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity. If you download or use applications, services or software provided by third, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. DTC Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other Internet security protections when accessing these third-party products or services.

### **Waivers and Limitations of Liability**

You and DTC Wireless both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim.

\_\_\_\_\_ You agree we aren't responsible for problems caused by you or others, or by any act of God. If another wireless carrier is involved in any problem, you also agree to any limitations of liability that it imposes.

### **About this Agreement**

If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. You cannot assign this agreement or any of your rights or duties under it without our permission. However, we may assign this agreement or any debt you owe us without notifying you. Please note that many notices we



send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.

This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this agreement. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

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Customer Signature

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Date