

MISSOURI RATE PLANS

PLAN ONE

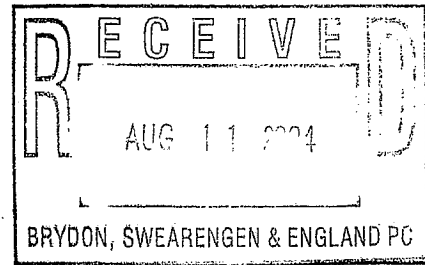
Basic

\$TBD

Unlimited local calling

Long distance 10 cents per minute

No roaming



PLAN TWO

Basic Lifeline Rate Plan

\$TBD

Unlimited local calling

Long distance 10 cents per minute

Toll blocking available at no extra charge

No roaming

PLAN THREE

Local 20

\$20.00 per month

60 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free calls within the following area codes if calling within Home Coverage Area: 316, 620, 785, and 913 in Kansas; 417, and 660 in Missouri; 308 and 402 in Nebraska; 605 in South Dakota; 712 in Iowa; and 218, 320, and 507 in Minnesota.

PLAN FOUR

Local 30

\$30.00 per month

400 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free calls to anywhere in the U.S. (including Alaska and Hawaii) if calling within the Home Coverage Area

PLAN FIVE

Local 40

\$40.00 per month

800 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free calls to anywhere in the U.S. (including Alaska and Hawaii) if calling within the Home Coverage Area

PLAN SIX

Local 75

\$75.00 per month

1500 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free calls to anywhere in the U.S. (including Alaska and Hawaii) if calling within the Home Coverage Area

PLAN SEVEN

Local 110

\$110.00 per month

2300 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free calls to anywhere in the U.S. (including Alaska and Hawaii) if calling within the Home Coverage Area

PLAN EIGHT

Local 140

\$140 per month

3000 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free calls to anywhere in the U.S. (including Alaska and Hawaii) if calling within the Home Coverage Area

PLAN NINE

Western Plus 35

\$35.00 per month

350 Anytime Minutes

\$0.39 per minute

Nationwide Toll Free if calling from "Roam Free" and "Toll Free" home coverage areas

PLAN TEN

Western Plus 45

\$45.00 per month

700 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Nationwide Toll Free calling from "Roam Free" and "Toll Free" home coverage areas

PLAN ELEVEN
Western Plus 75

\$75.00 per month
1200 Anytime Minutes
\$0.39 per minute
\$0.59 per minute roaming
Nationwide Toll Free calling from "Roam Free" and "Toll Free" home coverage areas

PLAN TWELVE
Western Plus Partner

\$20.00 per month (allows sharing of respective Anytime Air Minutes included in Western Plus 35, Western Plus 45, and Western Plus 75 Plans).
Nationwide Toll Free calling from "Roam Free" and "Toll Free" home coverage areas

PLAN THIRTEEN
General Lifeline Rate Plan (non-tribal)

\$TBD
60 Anytime Minutes
No roaming
Toll restriction available at no extra charge

PLAN FOURTEEN
Family Chat National Share

\$20.00 per month (allows sharing of respective Anytime Minutes included in National Plan 35, National Plan 45, and National Plan 75)
Nationwide Toll Free calling

PLAN FIFTEEN
Family Chat Local Share

\$20.00 per month (allows sharing of respective Anytime Minutes included in Local 20, Local 30, Local 40, Local 75, Local 110, and Local 140)
Toll Free calls to anywhere in the U.S. (including Alaska and Hawaii) if calling within the Home Coverage Area

PLAN SIXTEEN
National 35

\$35.00 per month
300 Anytime Minutes
\$0.39 per minute
Nationwide Toll Free

PLAN SEVENTEEN
National 45

\$45.00 per month
450 Anytime Minutes
\$0.39 per minute
Nationwide Toll Free

PLAN EIGHTEEN
National Plan 75

\$75.00 per month
900 Anytime Minutes
\$0.39 per minute
Nationwide Toll Free

PLAN NINETEEN
Western Home 35

\$35.00 per month
350 Anytime Minutes
\$0.39 per minute
\$0.59 per minute roaming
Toll Free and Roam Free calls to anywhere in 21 western United States from Home Calling Area. Home Calling Area is: AR, AZ, CA, CO, IA, ID, KS, MN, MO, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WY

PLAN TWENTY
Western Home 45

\$45.00 per month
700 Anytime Minutes
\$0.39 per minute
\$0.59 per minute roaming
Toll Free and Roam Free calls to anywhere in 21 western United States from Home Calling Area. Home Calling Area is: AR, AZ, CA, CO, IA, ID, KS, MN, MO, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WY

PLAN TWENTY-ONE
Western Home 75

\$75.00 per month
1400 Anytime Minutes
\$0.39 per minute
\$0.59 per minute roaming
Toll Free and Roam Free calls to anywhere in 21 western United States from Home Calling Area. Home Calling Area is: AR, AZ, CA, CO, IA, ID, KS, MN, MO, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WY

PLAN TWENTY-TWO
Western Home 110

\$110.00 per month

2000 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free and Roam Free calls to anywhere in 21 western United States from Home Calling Area. Home Calling Area is: AR, AZ, CA, CO, IA, ID, KS, MN, MO, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WY

PLAN TWENTY-THREE
Western Home 140

\$140.00 per month

2600 Anytime Minutes

\$0.39 per minute

\$0.59 per minute roaming

Toll Free and Roam Free calls to anywhere in 21 western United States from Home Calling Area. Home Calling Area is: AR, AZ, CA, CO, IA, ID, KS, MN, MO, MT, ND, NE, NM, NV, OK, OR, SD, TX, UT, WA, WY

Note: All plans except Plans One and Two require a 24-month contract and are subject to a \$200.00 early termination fee. Plans One and Two require wireless access unit customer equipment.

1654991v1

WWC License, LLC

		<h2 style="margin: 0;">Service Agreement</h2>		<input type="checkbox"/> NEW CUSTOMER <input type="checkbox"/> RENEWAL <input type="checkbox"/> CHANGE OF RESPONSIBILITY <input type="checkbox"/> NUMBER PORTABILITY	
2001 NW Sammamish Road Issaquah, WA 98027					
ACCOUNT #	PASSWORD	CREDIT STATUS <input type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS	<input type="checkbox"/> GOVERNMENT <input type="checkbox"/> BUSINESS	CREDIT CLASS	CREDIT APPROVAL # / DUN'S #
MARKET #	LOCATION CODE	SALES CODE	TAX EXEMPT #	SALES PHONE # ()	SALES NAME

ACCOUNT INFORMATION <input type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS <input type="checkbox"/> ADD-ON ACCOUNT <input type="checkbox"/> NUMBER PORTABILITY (CHECK ALL THAT APPLY) CUSTOMER NAME/COMPANY NAME _____ ATTENTION _____ HOME/WORK ADDRESS _____ CITY/STATE/ZIP _____ HOME/BUSINESS PHONE _____ FEDERAL ID # _____ PRIMARY PLACE OF USE _____ CTN #1 ADDRESS _____ CITY/STATE/ZIP _____ CTN #2 ADDRESS _____ CITY/STATE/ZIP _____ EMAIL ADDRESS (OPTIONAL) _____ ADD-ON ACCOUNT _____ ADD-ON TO BSN # _____ CONTRACT TERM (PLEASE FILL IN THE TERM LENGTH) _____ PAYMENT INFORMATION <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> EZ PAY CHECK # _____ CREDIT CARD TYPE _____ CARD# _____ EXPIRATION DATE _____ AUTHORIZATION # _____ EZ PAY - BANK ROUTING # _____ ACCOUNT # _____ CUSTOMER HAS RECEIVED A COPY OF THE EZ PAY TERMS & CONDITIONS (PLEASE INITIAL) _____ SIGNATURE _____ CUSTOMER REVIEW <p>_____ The monthly access fee will be prorated for the number of days you are actually on service with Cellular One for your first month. Free minutes are also prorated.</p> <p>_____ I understand I am receiving Cellular One To The Rescue Roadside Assistance for one month at no charge. After this free period, I will be charged the then applicable rate. I understand that I can cancel this feature anytime by contacting Customer Care at 1 800 635-0304.</p> <p>_____ I understand that, if I am receiving Voice Mail at no charge, and if I do not initialize the service after 30 days, it will be removed from my account. I can add Voice Mail to my account anytime by contacting Customer Care at 1 800 635-0304.</p> <p>_____ I understand that my account will be enabled with Text Messaging. I will receive 50 inbound text messages per month at no charge; overage will be charged at \$6 per message. All outbound messages will be charged at 10¢ per message. I understand that I can remove this feature from my account at any time by contacting Customer Care at 1 800 635-0304.</p> <p>_____ I understand that if I am enrolling in the Mobile Guard handset protection program, the plan I've selected protects my equipment at the level I've selected for as long as I am enrolled. I will be charged the applicable rate based on the level of protection I have chosen.</p> <p>_____ My Sales Representative reviewed with me and provided me a copy of the Customer Information Checklist.</p> <ul style="list-style-type: none"> • Yes, the buyer, may cancel this Agreement at any time prior to midnight of the third business day after the date of this transaction. See Notice of Cancellation form provided to you for an explanation of this right. • You may pay off the full unpaid balance due under this Agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges, if any. <p>_____ Out of Store (off-site) Sale. If this Agreement is not signed at a store location:</p> <ul style="list-style-type: none"> • The seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this Agreement. 	FOR CREDIT CHECK PURPOSES ONLY BIRTHDATE _____ SOCIAL SECURITY # _____ DRIVERS LICENSE # _____ EXPIRATION DATE _____ CTN #1 _____ ACTIVATION DATE _____ ESN _____ PHONE # _____ CALLING PLAN _____ AUTHORIZED NAME _____ USER NAME _____ MONTHLY RATE & PER MIN Overage _____ PROMOTIONAL CODE & DESCRIPTION _____ ACTIVATION/PROGRAM FEE _____ DEPOSIT _____ SPENDING LIMIT _____ <input type="checkbox"/> PORT-IN _____ MIN _____ CTN #2 _____ ACTIVATION DATE _____ ESN _____ PHONE # _____ CALLING PLAN _____ AUTHORIZED NAME _____ USER NAME _____ MONTHLY RATE & PER MIN Overage _____ PROMOTIONAL CODE & DESCRIPTION _____ ACTIVATION/PROGRAM FEE _____ DEPOSIT _____ SPENDING LIMIT _____ <input type="checkbox"/> PORT-IN _____ MIN _____ ADDITIONAL SERVICES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>CHECK PH1, PH2, OR BOTH</th> <th>PRICE</th> <th></th> <th>PRICE</th> </tr> </thead> <tbody> <tr> <td>H2WB <input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> <td></td> <td>MOBILE GUARD PLUS</td> <td><input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> </tr> <tr> <td>H2FW <input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> <td></td> <td>MOBILE GUARD</td> <td><input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> </tr> <tr> <td>H2PX <input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> <td></td> <td>EXCHANGES WARRANTY</td> <td><input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> </tr> <tr> <td>H2XT <input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> <td></td> <td>VOICE MAIL</td> <td><input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> </tr> <tr> <td>TO THE RESCUE <input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> <td></td> <td>CALLER ID</td> <td><input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> </tr> <tr> <td>OPEN/DOOR <input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> <td></td> <td>OTHER</td> <td><input type="checkbox"/> PH1 <input type="checkbox"/> PH2</td> </tr> </tbody> </table> NEW PHONES & ACCESSORIES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>PHONE & ACCESSORY DESCRIPTIONS</th> <th>SKU</th> <th>PRICE</th> </tr> </thead> <tbody> <tr> <td>PHONE 1</td> <td></td> <td></td> </tr> <tr> <td>PHONE 2</td> <td></td> <td></td> </tr> <tr> <td>ACCESSORY 1</td> <td></td> <td></td> </tr> <tr> <td>ACCESSORY 2</td> <td></td> <td></td> </tr> <tr> <td>ACCESSORY 3</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">SUBTOTAL</td> </tr> <tr> <td>TAX ZIP</td> <td></td> <td style="text-align: right;">SALES TAX</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">TOTAL PRICE</td> </tr> </tbody> </table>	CHECK PH1, PH2, OR BOTH	PRICE		PRICE	H2WB <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		MOBILE GUARD PLUS	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2	H2FW <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		MOBILE GUARD	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2	H2PX <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		EXCHANGES WARRANTY	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2	H2XT <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		VOICE MAIL	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2	TO THE RESCUE <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		CALLER ID	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2	OPEN/DOOR <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		OTHER	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2	PHONE & ACCESSORY DESCRIPTIONS	SKU	PRICE	PHONE 1			PHONE 2			ACCESSORY 1			ACCESSORY 2			ACCESSORY 3					SUBTOTAL	TAX ZIP		SALES TAX			TOTAL PRICE
CHECK PH1, PH2, OR BOTH	PRICE		PRICE																																																					
H2WB <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		MOBILE GUARD PLUS	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2																																																					
H2FW <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		MOBILE GUARD	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2																																																					
H2PX <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		EXCHANGES WARRANTY	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2																																																					
H2XT <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		VOICE MAIL	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2																																																					
TO THE RESCUE <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		CALLER ID	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2																																																					
OPEN/DOOR <input type="checkbox"/> PH1 <input type="checkbox"/> PH2		OTHER	<input type="checkbox"/> PH1 <input type="checkbox"/> PH2																																																					
PHONE & ACCESSORY DESCRIPTIONS	SKU	PRICE																																																						
PHONE 1																																																								
PHONE 2																																																								
ACCESSORY 1																																																								
ACCESSORY 2																																																								
ACCESSORY 3																																																								
		SUBTOTAL																																																						
TAX ZIP		SALES TAX																																																						
		TOTAL PRICE																																																						

TERMS & CONDITIONS

I confirm that the information I have provided to Cellular One is true and complete. I also confirm that I have received a copy of the Cellular One Terms and Conditions brochure, and I have read, understand and agree to it. I understand that Cellular One makes no warranties, expressed or implied, regarding service or equipment. Its liability is limited, and any disputes that I may have with Cellular One are subject to mandatory arbitration, as described in paragraphs 22, and 24 of the terms and conditions brochure. Do not sign this Agreement if any of the spaces intended for the agreed terms (to the extent then available) are left blank. You are entitled to a copy of this Agreement at the time you sign it. I understand that if I am porting in my phone number from another service provider, I may owe that provider an early termination fee and other charges, and I understand that during the porting process, the ability for me to receive calls, including return calls from 911 personnel, will not be available. I understand that if I am porting my phone number to Cellular One from another service provider, there is a possibility that the porting of the number may be unsuccessful for various technical and/or service related issues. If the port of the number is unsuccessful, I agree to activate a new number with the Cellular One equipment or return the equipment within the 15-day guarantee period to avoid additional charges, based on non-activated service.

CUSTOMER & EMPLOYEE VERIFICATION

CUSTOMER NAME (PRINT) _____

CUSTOMER SIGNATURE _____

BUSINESS (AGENCY & TITLE) _____

DATE _____

I HAVE GIVEN THE CUSTOMER _____

VERSION OF THE CELLULAR ONE TERMS & CONDITIONS _____

EMPLOYEE SIGNATURE _____

CELLULARONE

Close Window

[For a printable version of this agreement click here.](#)

Service Agreement: A \$35 activation fee will apply for each new line of service. Service is subject to the terms of our standard 1- to 2-year service agreement that includes a \$200 fee for early cancellation and a mandatory arbitration provision for each phone. This offer may not be combined with any other offers or discounts. Credit approval required. Deposit may be required. Some customers may not qualify. TalkWATCH customers may be required to pay a non-refundable program fee and recurring administration fee. Except as indicated, additional fees apply for taxes, assessments, surcharges, roaming, long distance, operator-assisted, credit card or other toll charges. Other non-tax charges include a Regulatory and Administrative surcharge, which is currently \$0.97 per line per month and is subject to change without notice. Not available in all areas. Digital handset required. Outside the digital coverage area, service may be analog, and certain digital features may not function.

Airtime Billing: Incoming and outgoing calls are rounded up and billed in full-minute increments from the time the network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged or deducted from any included minutes at the full minute rate. Unused minutes expire each month.

Promotional Plans: Promotional calling plans are available to subscribers as long as they continue to pay for the calling plan described. Any interruption due to payment default, cancellation, or change to the subscriber's plan in any regard will result in the loss of the promotion. If subscriber's service is interrupted and the subscriber wishes to return to the calling plan promotion described, such subscriber may not have the option to retain the promotion. The subscriber may select from the calling plan offers available at the time of service restoration.

Anytime Minutes: Anytime minutes apply to calls placed or received within the home calling area only, and when other calling plan allowances are exhausted or do not apply.

Incoming Calls: Unlimited incoming calls for 3 months promotion requires a 2-year agreement and provides unlimited incoming minutes, free of airtime charges, for the first three months of service only, after which incoming minutes will be deducted from other applicable calling plan allowances. Unlimited incoming minutes apply only while on the Western Wireless network within the home calling area.

Nights & Weekends: "Night" minutes apply to calls made from 8:00 p.m. to 5:59 a.m. Monday through Thursday and "Weekend" minutes apply to calls made from 8:00 p.m. Friday to 11:59 p.m. Sunday. Limited Nights & Weekends allowances are distributed half "Night" minutes and half "Weekend" minutes. Unlimited night & weekend minutes apply only while on the Western Wireless Corp. network within the home calling area.

Mobile-to-Mobile: Mobile-to-mobile minutes apply to calls placed to or received from another Western Wireless Corp. (dba Cellular One) subscriber. 1000 mobile-to-mobile minutes apply only while on the Western Wireless Corp. network within the home calling area. If the calling number is unavailable, such as when Caller ID is blocked, mobile-to-mobile minutes will not apply.

Nationwide Long Distance: Free nationwide long distance applies to calls made from the home calling area to anywhere within the United States only. Long distance calls made outside the home calling area may incur roaming and/or long distance charges.

Other Info: Other restrictions may apply. Service is not TTY compatible. See calling plan brochure and store for complete details. All service marks are marks of The Cellular One Group. (c) 2003 Western Wireless Corporation.

Exhibit 1-5A

Cellular One Calling Plan Restrictions

Service Agreement: A \$35 activation fee will apply for each new line of service. Service is subject to the terms of our standard 1- to 2-year service agreement that includes a \$200 fee for early cancellation and a mandatory arbitration provision for each phone. This offer may not be combined with any other offers or discounts. Credit approval required. Deposit may be required. Some customers may not qualify. TalkWATCH customers may be required to pay a non-refundable program fee and recurring administration fee. Except as indicated, additional fees apply for taxes, assessments, surcharges, roaming, long distance, operator-assisted, credit card or other toll charges. Other non-tax charges include a Regulatory and Administrative surcharge, which is currently \$0.97 per line per month and is subject to change without notice. Not available in all areas. Digital handset required. Outside the digital coverage area, service may be analog, and certain digital features may not function.

Airtime Billing: Incoming and outgoing calls are rounded up and billed in full-minute increments from the time the network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged or deducted from any included minutes at the full minute rate. Unused minutes expire each month.

Promotional Plans: Promotional calling plans are available to subscribers as long as they continue to pay for the calling plan described. Any interruption due to payment default, cancellation, or change to the subscriber's plan in any regard will result in the loss of the promotion. If subscriber's service is interrupted and the subscriber wishes to return to the calling plan promotion described, such subscriber may not have the option to retain the promotion. The subscriber may select from the calling plan offers available at the time of service restoration.

Anytime Minutes: Anytime minutes apply to calls placed or received within the home calling area only, and when other calling plan allowances are exhausted or do not apply.

Incoming Calls: Unlimited incoming calls for 3 months promotion requires a 2-year agreement and provides unlimited incoming minutes, free of airtime charges, for the first three months of service only, after which incoming minutes will be deducted from other applicable calling plan allowances. Unlimited incoming minutes apply only while on the Western Wireless network within the home calling area.

Nights & Weekends: "Night" minutes apply to calls made from 8:00 p.m. to 5:59 a.m. Monday through Thursday and "Weekend" minutes apply to calls made from 8:00 p.m. Friday to 11:59 p.m. Sunday. Limited Nights & Weekends allowances are distributed half "Night" minutes and half "Weekend" minutes. Unlimited night & weekend minutes apply only while on the Western Wireless Corp. network within the home calling area.

Mobile-to-Mobile: Mobile-to-mobile minutes apply to calls placed to or received from another Western Wireless Corp. (dba Cellular One) subscriber. 1000 mobile-to-mobile minutes apply only while on the Western Wireless Corp. network within the home calling area. If the calling number is unavailable, such as when Caller ID is blocked, mobile-to-mobile minutes will not apply.

Nationwide Long Distance: Free nationwide long distance applies to calls made from the home calling area to anywhere within the United States only. Long distance calls made outside the home calling area may incur roaming and/or long distance charges.

Other Info: Other restrictions may apply. Service is not TTY compatible. See calling plan brochure and store for complete details. All service marks are marks of The Cellular One Group. (c) 2003 Western Wireless Corporation.

Exhibit 1-5A

My Account

Hello Fun · Pix · Txt · Web

Store Locator

Shopping Cart

CELLULARONE

Phones & Accessories

Plans & Coverage

Features

Customer Care

Contact Us

Legal Notices**Terms & Conditions**

This is an agreement between you and Western Wireless Corporation and its affiliates that do business as Cellular One ("Cellular One," "we" or "us") for wireless (commercial mobile radio) service and related services and features that you may select from time to time, including for example data, messaging, paging, and internet services (together, "Service"), and for the purchase and use of wireless equipment and/or other receiving and transmitting equipment, including any additional or replacement equipment, for use with the Service (together, your "Equipment").

If you have any questions regarding your Cellular One Service, please call us at (800) 635-0304 or write to us at the correspondence address printed on your last Cellular One billing statement.

Legal Notices

- ▶ Terms & Conditions
- ▶ Hello2Fun & Hello2Txt
- ▶ Site Terms of Use
- ▶ Security & Privacy
- ▶ Copyright
- ▶ Return Policy
- ▶ Taxes & Other Charges
- ▶ Consumer Code for Wireless Service
- ▶ Sweepstakes & Contests

64735 Change Zip

1. **Agreements Governing Use of Service.** These Cellular One Terms and Conditions, the Cellular One Service Agreement you signed or otherwise agreed to, and the Cellular One materials that describe the price plan, features and services you selected (together, this "Agreement"), govern the use of the Service and your Equipment. This Agreement supersedes any earlier agreement between you and us and, among other provisions, imposes an early cancellation fee (see paragraph 21) and requires mandatory arbitration of disputes (see paragraph 3). Please read this Agreement carefully before activating Service with us or making any changes to your existing Service.
2. **Acceptance of Agreement by Activation or Changes to Service.** BY ACTIVATING SERVICE WITH US YOU AGREE TO BE BOUND BY THIS AGREEMENT. If you do not agree to the terms of this Agreement, do not activate Service. Instead, return your Equipment as provided in Paragraph 29. You must activate Service within thirty (30) days after purchase of your Equipment (unless you return your Equipment). If you fail to do so, you will not be able to return your Equipment and we will bill you monthly service charges at the rate in your Service Agreement and you will be deemed to have accepted this Agreement. IF YOU ARE AN EXISTING CUSTOMER, YOU ACCEPT THIS AGREEMENT IN LIEU OF ANY PRIOR AGREEMENT BETWEEN YOU AND US BY (1) REQUESTING AND RECEIVING A NEW PRICE PLAN, ADDITIONAL FEATURES, SPECIAL OFFERS, NEW SERVICE, OR COURTESY CREDITS OF VALID CHARGES; AND (2) CONTINUING TO USE THE SERVICE AFTER WE FULFILL YOUR REQUEST. If you do not want to accept this Agreement, do not request any changes or additional Service: your Service will continue under the existing agreement between you and us.
3. **Mandatory Arbitration; Governing Law.** EXCEPT FOR ACTIONS SOLELY TO COLLECT UNPAID CHARGES DUE BY YOU UNDER THIS AGREEMENT OR CLAIMS THAT QUALIFY FOR RESOLUTION IN SMALL CLAIMS COURT, ANY CONTROVERSY, CLAIM OR DISPUTE ARISING UNDER OR IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT AND/OR OUR PROVISION TO YOU OF GOODS, SERVICES, OR EQUIPMENT SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS PUBLISHED WIRELESS INDUSTRY ARBITRATION RULES, AS SUPPLEMENTED BY ITS SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AND ANY OTHER AAA RULES OR POLICIES THAT MAY BE APPLICABLE FROM TIME TO TIME, ALL INCORPORATED HEREIN BY THIS REFERENCE AND AVAILABLE BY CALLING THE AAA AT (800) 778-7879 OR VISITING ITS WEB SITE AT <http://www.adr.org>. Additional information may be obtained by contacting the AAA directly, as set forth above. Any such arbitration proceeding shall be subject to the choice of law provision in Paragraph 33. Judgment on an award rendered by an arbitrator may be entered in any court having jurisdiction thereof. Any arbitration shall remain confidential. Neither you nor Cellular One may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award. Notice of an arbitration commenced by you must be served on our registered agent. Two or more individual disputes may not be consolidated or otherwise determined in one proceeding without the prior consent of all parties. No party may act as a representative of other claimants or potential claimants in any

dispute without the prior consent of all parties. An arbitrator may not award relief in excess of or inconsistent with the provisions of this Agreement, order consolidation or arbitration on a classwide basis, or award punitive, incidental, or consequential damages or any other damages other than the prevailing party's actual damages, except that the arbitrator may award damages required or authorized by statute on an individual basis and may order injunctive or declaratory relief pursuant to applicable law. All administrative fees and costs of an arbitration will be equally divided between you and us, except that for claims of less than one thousand dollars (\$1,000), at your request, you may initially pay only twenty five (\$25) and we will initially advance to the AAA all other administrative fees and costs. The arbitrator may, however, reallocate these and other AAA fees and costs in any arbitration award made. Each party agrees to pay the expenses and costs of its own counsel, experts, and witnesses at the arbitration.

YOU ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, YOU AND WE BOTH WAIVE ANY CLAIMS TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AND ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.

4. **Use of Equipment; Service Availability.** Service is available to your Equipment only when it is within the operating range of our system or the system of an operator with which we have an applicable roaming agreement. Coverage maps that you may have received or viewed are only estimates; actual service coverage, quality and availability may vary. There are gaps in Service within the estimated area shown on coverage maps. Service is subject to unavailability or transmission limits caused by network problems or limitations, the model, condition and functioning of your Equipment, or atmospheric or topographical conditions, and may temporarily be interrupted, dropped, refused, limited, or curtailed. We are not liable for any Service limits, failures or outages, including without limitation the failure of a 9-1-1 emergency call to be connected or completed (see Paragraph 24). "Digital" service is only available within our digital service area; certain digital features may not function outside of our local digital service area or while roaming. We reserve the right to block or impose safeguards for calls to certain categories of calls (e.g., international, country, 900, 976) if we determine that such calls pose an increased billing, collection, or fraud risk. You may not transfer Service to another geographic area unless we consent. If we allow you to transfer Service, we may charge you a transfer fee of up to \$200, we may require you to select a new price plan, and we may limit the areas that you may transfer to. Location services, including 9-1-1 location services, may not be available in your area and are subject to the service limitations in this paragraph 4.
5. **Use of Service; Appropriate Conduct.** You will not resell any aspect of the Service, whether for profit or otherwise, modify your Equipment, or use the Service or your Equipment for any unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, customers, facilities, third parties or to the public generally. You will not use the Service or your Equipment to send any unsolicited commercial text or e-mail messages or any harassing, threatening, or obscene text or e-mail messages. If your contact with us is threatening or offensive or interferes with our ability to conduct our business, we may immediately suspend, restrict or cancel Service without notifying you.
6. **Number.** Except as otherwise provided by law, you have no proprietary or ownership rights to or interests in a specific telephone number, IP address, or E-mail address assigned to you or your Equipment (collectively and individually, your "Number"). We may change your Number at any time. Except as permitted by federal law, you may not assign the Number to any other Equipment. You shall not program any other Number into your Equipment. You agree that we may contact you through your Equipment or by e-mail to notify you of changes to or information about your account, the Service or the Agreement. We may deactivate or suspend Service to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to reasonably cooperate with us in investigating suspected unlawful or fraudulent use.
7. **Credit Verification.** You authorize Cellular One to verify your creditworthiness with a credit reporting agency from time to time to determine your initial and continuing eligibility for Service.

8. **Deposits.** We may require a deposit in which you grant us a security interest to secure your payment of all amounts when due. Unless prohibited by law, deposits received by us may be commingled with our other funds, and will not earn interest. The amount of your deposit may be increased by us at any time upon notice to you upon reevaluation of your usage, credit, or payment history. You may either provide us with the required deposit or terminate Service within seven (7) days after we notify you of an increase in your deposit, in which case any cancellation fee will be waived. In our discretion, we may allow you to receive Service with a lower deposit in exchange for your agreement to limit charges to your account and comply with certain Service restrictions. A deposit may not be used to pay any amounts owed to us (unless it is used to pay a final invoice) or to delay payment. You must promptly pay your bills even if you have given us a deposit. If Service is terminated for any reason, any deposit will be applied to pay any charges due by you to us. Any remaining deposit or other credit balance will be returned without interest (to the extent allowed by law) to you. It may take ninety (90) days or longer after Service termination to process any refund due to you. Unless prohibited by law, (a) any balances of five dollars (\$5.00) or less will not be returned but will automatically remain our property, and (b) if the Postal Service is not able to deliver the funds to you and returns them to us, title to such funds will be conclusively deemed to remain ours, and you will have no further right to them.
9. **Price Plans.** Cellular One offers a variety of Service price plans, features, programs and promotions ("Plans"). Each Plan may have its own eligibility requirements, terms and conditions in addition to these Terms and Conditions, as described in the written Plan materials available at each Cellular One store or by request from Customer Relations.
10. **Changes to this Agreement or Charges by Us.** We may change the terms of this Agreement, including the charges for Service, from time to time upon thirty (30) days' notice to you. If a change to this Agreement is materially adverse to you, you may, upon receipt of notice of the change, terminate Service without incurring a cancellation fee (if any) by following the termination instructions set forth in the notice or, if no instructions are provided, by writing to Customer Relations at the correspondence address printed on your last Cellular One billing statement. Termination of service without being charged a cancellation fee is your sole remedy for any material adverse change. Failure to properly terminate Service within fourteen (14) days after the date of the notice of a change will mean that you agree to such change, and you must pay us any additional charges that may be due as a result, even if you paid for Service in advance. Changes to the rates, terms, or availability of ancillary features and services such as voicemail, call forwarding, Internet, long distance and roaming services will not be considered material. Additionally, changes to the Regulatory and Administrative Surcharge shall not be considered material. You acknowledge that no Cellular One dealer or other agent is authorized to make any representation or warranty with respect to this Agreement, the Service or the Equipment, or to waive or alter any provisions of this Agreement between you and us.
11. **Changes to Service by You.** By request and if we agree by entering the change into our billing system, you may add additional lines of Service to your account or change to a different Plan at the beginning of your next billing cycle. Any person that you list on your account as an "authorized user" may make changes to the Service and your account, and you will pay any additional charges that may be due as a result. We may from time to time restrict the type of changes that an authorized user may make to the Service or your account. Changes to your account are subject to credit verification, payment of any applicable activation or transfer fees, and provision of any additional deposit required by us. All Service provided to you by us is subject to this Agreement. If you have agreed to a Service Commitment (defined in Paragraph 21), your choice of Plans may be limited during the Service Commitment. If we allow you to change to a different Plan, you agree to a new Service Commitment beginning on the date of the change and continuing for the number of full months applicable to the Service Commitment that applies to the new Plan, subject to this Agreement.
12. **Roaming.** If permitted under your Plan, you may use Service ("roam") outside of your Cellular One home calling area, or within your Cellular One home calling area but on a different Service provider's system (by resetting your Equipment). Your use of Service while roaming on a system that is not operated by us is subject to the same limitations of liability that the Service provider imposes on its own customers, in addition to the terms and conditions of this Agreement. WE DISCLAIM ALL LIABILITY FOR SERVICE ON A SYSTEM THAT IS NOT OPERATED BY US. Charges you are billed while roaming will include charges billed by the Service provider according

to its billing practices, which may be different than our billing practices. If you have any questions about another Service provider's service or billing practices, you should contact that service provider directly. Roaming charges also include a surcharge billed by us and, in some areas, a minimum daily service fee that is charged regardless of Service usage.

13. **Payment of Charges.** You agree to pay in full each month all charges for Service under this Agreement, including regular monthly Service access charges and additional usage charges for all calls processed (placed and received) through your Equipment, if you accepted Service on your own behalf, or on behalf of a business or other customer without authorization. Usage charges may include, for example, charges for calls, messages, and data that are processed through your Equipment or through any Number assigned to you, toll charges, long distance charges (for calls placed to or received from outside the local calling area, which may be more restrictive than your designated home calling area), charges for busy or unanswered calls, roaming charges, any applicable landline access charges (including, for example, directory assistance charges), and additional calling services or other features or services offered by us which you use. We also charge a monthly Regulatory and Administrative Surcharge which is neither a tax nor mandated and which is subject to change. An activation fee may apply to new or suspended Service. Except as otherwise provided by the Plan that you have selected, airtime minutes apply only to calls placed within your home calling area. Additional charges apply for calls placed outside of your home calling area ("roaming"). You will be charged for Service and other features on a monthly billing cycle basis, which may vary from the calendar month. Unused minutes or other allocated Services (e.g., text messages, call forwarding, and data transmission) from any Plan do not carry over to the next billing cycle. We may change your billing cycle at any time. Charges for both roaming and long distance vary and will be billed at the then-current rates, which are subject to change without notice to you. Please contact us for current roaming or long distance rates in a particular area. Depending on system configuration, certain calls may incur charges at the rates of the area in which the call was initiated, even if the call continues or is terminated in a different billing area, while charges for other calls may be adjusted according to each billing area that Service for the call was provided in. Billing of some charges such as roaming charges may be delayed or applied against allocated minutes or Services in a subsequent billing cycle, which may cause you to exceed your allocated minutes or Services in that particular billing cycle. Incoming and outgoing calls are billed in full minute increments from the time the wireless network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged, or deducted from any allocated minutes, as a full minute. As a result, you should not rely upon any function or time counter in your Equipment to determine the number of minutes that you have used. Any taxes, fees, costs or charges imposed on us as a result of providing the Service or the Equipment to you will be added to your charges as provided in Paragraph 14.
14. **Taxes.** Any applicable sales, use, excise, public utility or other taxes, surcharges, fees or regulatory costs, including, for example, E911-related fees or costs, charges for federal and state universal service funds, franchise costs, or other charges imposed on you or us as a result of providing the Service or your Equipment to you will be added to your charges as permitted or required by law. If you are exempt from payment of such taxes, you may provide us with an original Tax Exempt Document. Tax exemption will only apply to charges incurred after the date we receive the Tax Exempt Document from you. Note that such Tax Exempt Document may not apply to E911-related taxes, fees, costs or charges, federal or state universal fund taxes, fees, cost or surcharges, or other taxes and charges. The address you have provided to us is used to bill federal, state and local taxes and fees that we are required to collect from you. You represent that such address is your place of primary use, is either your residential street address or your business street address, and is an address within the licensed area of Cellular One. If you have been incorrectly billed for any tax or fee, please contact Customer Care so that any incorrect charges may be removed from your account. You must notify us within ninety (90) days from the date of the first bill that contains the incorrectly billed taxes or fees or you waive your right to dispute those charges. If you accept a credit to resolve disputed charges, you agree that the dispute is resolved. It may be necessary for you to describe the dispute in writing.
15. **Automatic Debit Payments.** If we have agreed that you may pay for charges with a credit or debit card or through automatic bank account withdrawal ("Electronic Funds Transfer"), we will process an Electronic Funds Transfer after we bill for the charges, for current charges and/or all other charges or obligations incurred. You also authorize us to process an Electronic Funds Transfer at or after termination of Service to pay what you then owe (including, but not limited to, payment of any cancellation fee). If for any reason your bank or card issuer declines to pay us, we may suspend or terminate your Service without notifying you, and we may require that all further

payments be made by an alternate payment method. Charges that are not paid through Electronic Funds Transfer must be promptly paid by an alternate payment method.

16. **Late Payments.** Charges, including disputed amounts, must be paid by the date shown on the monthly billing statement. You agree that (a) time is of the essence; (b) it would be impractical to fix the exact amount of our damages if you fail to pay promptly; and (c) in the event we do not receive your payment by the due date shown on your monthly billing statement, your payment is past due and you will pay us default interest of the lower of 1.5% per month (or any portion thereof) of any past due amount until paid, or a different amount if required by law.
17. **Service Problems; Disputed Charges.** If you have a Service problem that is not caused by inherent transmission or system limitations, you should promptly report it to us by contacting Customer Care. If you believe your bill contains any incorrect charges, you should promptly call us and report the incorrect charges so that we may investigate and limit any possible fraud losses. If incorrect charges are the result of unlawful conduct by a third party, you agree to reasonably cooperate with us in investigating such unlawful conduct. To receive credit for any incorrect charges, you must notify us in writing of such disputed charges within sixty (60) days (except as provided in Paragraph 14) from the date of the first bill that contains the disputed charges or you waive your right to dispute those charges. Written notification of disputed charges should be sent to Customer Relations at the correspondence address printed on your last Cellular One billing statement. You may also call us for assistance in resolving any disputed charges, however, calling may not preserve your rights.
18. **Check Notations; Returned Checks.** If we accept late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of our rights to collect all amounts that you owe us nor will it constitute an accord and satisfaction. We may immediately disconnect Service for breach of this Agreement and charge you a fee of up to \$50 (or a different amount if required by law) for any check that is returned as non-negotiable or for insufficient funds, stop-payment order, or other deficiency.
19. **Lost or Stolen Equipment.** If your Equipment is lost or stolen and (1) you notify Customer Care within 72 hours that your Equipment has been lost or stolen, (2) you authorize us to immediately deactivate the Lost or Stolen Equipment, and (3) within fourteen (14) days you provide us with a copy of the filed police report, you will not be required to pay any unauthorized airtime charges incurred on the lost or stolen Equipment. Even if your Equipment is lost or stolen, you must fulfill the remainder of your Service Commitment by promptly purchasing and activating replacement Equipment, or you will be charged a \$200 cancellation fee per line of Service. We will deactivate Service to any Number without notifying you if we suspect the Number or Service is being used in any unlawful manner or in breach of this Agreement. You agree to reasonably cooperate with us in investigating suspected unlawful use.
20. **Term; Termination.** This Agreement begins on the date Service is activated (or this Agreement is otherwise deemed to have been accepted as provided in Paragraph 2) and will continue until terminated by you or us in the manner provided in this Agreement. Even if this Agreement is terminated by you or us, you must still pay any charges due or satisfy any other obligations incurred before or upon termination. You may terminate this Agreement for any reason by providing thirty (30) days advance notice to us, or as otherwise provided in Paragraph 10. We may terminate this Agreement for any reason upon three (3) days notice to you, or as otherwise provided in this Agreement.
21. **Cancellation Fee.** Except as provided in Paragraph 10, if you select a Plan with a service commitment longer than one month, you agree to continue Service under the Plan for the number of full months applicable to the term selected (the "Service Commitment"). If Service is temporarily disconnected for any reason, the Service Commitment will be extended by the length of the temporary suspension. At the end of the Service Commitment, this Agreement will continue on a month-to-month basis until terminated by you or us. If you terminate Service before the end of the Service Commitment or if you otherwise breach this Agreement, you agree to pay us, as a reasonable estimate of our damages and in addition to other amounts owed, a \$200 fee per line of Service (which you agree may be deducted from your deposit or automatically billed to your account). In addition, we may apply your deposit or other prepayment towards any charges that

are due by you to us.

22. **Termination for Default.** You will be in default under this Agreement if you do not pay any sum when due, breach this Agreement or any other agreement between you and us, fail to perform your obligations under this Agreement or in any other agreement between you and us, become the subject of any proceeding under the Bankruptcy Code or become insolvent. In any such case, you will remain responsible for payment of all charges and fees (including any cancellation fee) due to us under this Agreement (including any charges after a bankruptcy filing), which charges will be immediately due and payable. We may suspend, restrict, or cancel Service without notice to you if you are in default under this Agreement. If we agree to renew Service to you after discontinuing Service because of your default, you agree to pay a reactivation fee. Our remedies in this Agreement are not exclusive but are in addition to all other remedies provided by law.
23. **Disclaimer of Warranties.** ALL SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR EQUIPMENT. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTATION, OR BY ANY OF OUR AGENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY US OF ANY KIND. NEITHER CELLULAR ONE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUPPLIERS, AGENTS, DEALERS, PARENTS, SUBSIDIARIES OR AFFILIATES ("CELLULAR ONE AFFILIATES") WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE OR EQUIPMENT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.
24. **Limitation of Liability.** We shall not be liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, equipment or facility failure, Equipment failure, network problems, lack of coverage or network capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, war, riot, government actions, equipment or facility shortage or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, including a 9-1-1 emergency call, to be connected or completed. EVEN IF CELLULAR ONE OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, THEY WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION: SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR LOSS OF PRIVACY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR EQUIPMENT, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

THE MAXIMUM AGGREGATE LIABILITY OF CELLULAR ONE AND ANY OF ITS AFFILIATES TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE OR EQUIPMENT, SHALL BE TO RECOVER THE PRORATED MONTHLY OR OTHER CHARGES TO YOU FOR THE APPLICABLE SERVICE OR EQUIPMENT. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. YOU AGREE THAT OTHER PARTS OF THIS AGREEMENT RELY UPON THE INCLUSION OF THIS PARAGRAPH.

THE LIMITATIONS SET FORTH IN THE PRECEDING TWO PARAGRAPHS ARE INDEPENDENT OF EACH OTHER AND BOTH THE LIMITATION OF DAMAGES AND LIMITATION OF REMEDY SET FORTH ABOVE WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITED REMEDY SET FORTH IN THE PARAGRAPH IMMEDIATELY ABOVE.

25. **Indemnification.** You agree to defend, indemnify and hold us, any underlying carrier, and any Cellular One affiliates harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of your use of the Service or Equipment or your violation of this Agreement. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims hereunder and those incurred in establishing the applicability of this paragraph.
26. **Equipment Insurance or Extended Warranty.** Any available insurance and/or extended warranty program is provided by a third party. We may provide you with the provider's coverage information, and permit the provider to bill premiums through us, however, we are otherwise unconnected with any such insurance or extended warranty program. You should contact the program provider directly at the contact number printed in program materials for complete information regarding the service or any related claims that you may have.
27. **Privacy of Calls.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Although monitoring calls may be illegal, it is possible. As a result, call privacy cannot be guaranteed, and we will not be liable to you for any lack of privacy you experience while using your Equipment or the Service. In addition, we may intercept and disclose any transmissions over or using our facilities, and may provide to third parties billing, account, or calling records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights or property). Calls to Cellular One may be monitored or recorded by us for quality, training, safety or assistance purposes; you may not record calls to Cellular One. Your telephone number and "Cellular One" may be disclosed to persons that you call who use caller identification; your location may also be disclosed to emergency or public safety officials. By contacting emergency or public safety officials, you consent to the disclosure of information by Cellular One to them in connection with such contact.
28. **Privacy of Information.** We may share information we obtain from you with credit reporting agencies, collection agencies, sub-contractors, affiliates, or other third parties as may be either required by law or necessary or advisable to provide Service or to protect our rights or a third party's safety. In addition, anyone who is listed as an authorized user on your account may access your account information. If you ask us in writing not to otherwise share your information, we will not. Otherwise, we may share your information under other circumstances to the extent permitted by law.
29. **Return Policy.** Unless we otherwise agree in writing, you may return your Equipment with proof of purchase if the Equipment is in its original packaging with original contents, undamaged and in good working condition with fewer than twenty (20) minutes of use, within 72 hours of activation for a full refund of your purchase price. You may be required to pay a restocking fee. Please note that for purchases made by phone or via the internet, you may return your Equipment for a full refund of your purchase price if the Equipment is returned within 10 days of activation, provided that all other requirements set forth above have been met. With such returned Equipment, you may simultaneously cancel Service to the Equipment and any otherwise-applicable cancellation fee will be waived if Service was initially activated in connection with the returned Equipment. In no event will you be eligible for a refund if you return your Equipment more than thirty (30) days after your purchase date. You are responsible for the payment of any Service or usage charges incurred by you before you return the Equipment.
30. **Assignment.** We may assign all or part of our rights or duties under this Agreement without notifying you. Upon an assignment, we will have no further obligations to you. You may not assign this Agreement without our prior written consent. Subject to this restriction, this Agreement will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of

the respective parties.

31. **Notices.** Written notices to you will be considered given on the date deposited in the U.S. Mail addressed to you at the billing address shown in our billing records or immediately upon delivery using electronic means such as e-mail or text messaging. Written notice to us will be considered given when received by our registered agent or by Customer Relations at the correspondence address listed on your last Cellular One billing statement. You agree that we may contact you through your Equipment to notify you of changes to or information about your account, the Service, or this Agreement.
32. **Severability.** If any provision of these Terms and Conditions is held to be contrary to law, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties, and the balance of the provisions will remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired, in which event we reserve the right to terminate this Agreement.
33. **Governing Law; Venue and Statute of Limitations.** This Agreement, its validity, construction and performance, will be governed by and interpreted in accordance with applicable federal laws and the laws of the state in which Service is primarily provided by us to you, without regard to that state's conflicts of laws rules, except that the arbitration provisions in this Agreement will be governed by the Federal Arbitration Act. ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE DATE THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.
34. **Entire Agreement.** This Agreement consisting of (a) the Cellular One Service Agreement, (b) these Cellular One Terms and Conditions, and (c) the terms and conditions of the selected Plan as described in related Cellular One printed materials, represents the final and entire agreement between you and us regarding the Service and your Equipment. Except as otherwise provided in this Agreement, no prior or subsequent handwritten, typed, or oral statement, advertisement, or change to this Agreement will be valid unless we accept it in writing. Our failure at any time to require strict performance by you or any other customer of any of the provisions of this Agreement will not waive or reduce our right to thereafter require strict compliance with any provisions of this Agreement.
35. **Signing Authority/Authorized User.** You acknowledge that you are of legal age, have received a true copy of this Agreement and have read and clearly understand the terms of this Agreement and, if activating on behalf of a business or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person with access to your Cellular One account, Equipment or Service.
36. **Survival.** Paragraphs 3, 8, 13 - 19, 21, 23 - 25, 28, 30 - 34, and 37 shall survive any termination of this Agreement for any reason.
37. **Prepaid Customers:** If you purchase prepaid Service of any kind, these Terms and Conditions apply to you except as follows. When purchasing prepaid Service, you are responsible for prepaying all charges for using the Service. The balance in your prepaid account is reduced by the charges attributable to your use of the Service. You must keep a positive balance in your prepaid account to continue using the Service. The prepaid Service you purchase will expire within a certain time period. The expiration period will be disclosed on the material you receive at the time of your purchase of prepaid Service. If you have any questions regarding the expiration date, the balance remaining on your prepaid Service, or any other questions regarding your prepaid Service, please contact Customer Care. Prior to expiration, you may extend the expiration period by purchasing additional prepaid Service. You will not receive a monthly billing statement or activity record for use of prepaid Service except in limited areas where it is available for an additional fee and you specifically request this feature. Prepaid Service is non-refundable, and no refunds or other compensation will be given. Unused prepaid account balances become our property upon expiration or termination of the Service purchased, and will not be refunded, even if we modify Service without your consent. Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs, including, for example, E911-related fees or costs, or charges imposed on you or

us as a result of providing the Service or your Equipment to you may be included in your prepaid charges.

Internet Service Customers

If you use Cellular One OpenDoor Internet Service ("Internet Service") the following Internet Service Terms and Conditions also apply. In the event of any conflict between the preceding Terms and Conditions and the following Internet Service Terms and Conditions, the Internet Service Terms and Conditions shall govern.

1. **Acceptance of Terms.** By activating or using your Internet Service, you agree to be bound by these Internet Service Terms and Conditions.
2. **Changes to Terms of Use.** We reserve the right to change the Internet Service Terms and Conditions in our sole discretion from time to time. If we change them, we will post a notice on www.cellularone.com for 10 days after the date of each change, which can be viewed by clicking on "Check for Changes to our Internet Service Terms and Conditions." We will also note that we have made such a change in the Cellular One "Terms of Use" page available via your Equipment. You agree to check for changes to the Internet Service terms and conditions frequently by checking the "Terms of Use" page via your Equipment, and by checking the www.cellularone.com Web site. Your continued use of the Internet Service following notice or posting of any changes to the Internet Service Terms and Conditions means you have accepted those changes.
3. **Fees/Payment/Termination of Service.** Cellular One offers the Internet Service as a supplement or a stand alone to our wireless voice services. If you have a voice and Internet Service plan, Cellular One may terminate your Internet Service subscription upon suspension or cancellation of your voice calling plan. Subscribers who enroll in prepaid calling plans with Cellular One are not eligible to subscribe to the Internet Service.

You agree to pay in full each month all charges for Internet Service under this Agreement. You will receive an allotment of megabytes with your Internet Service, or data plan minutes may be decremented for the time you use the Internet Service. Monthly megabyte allotments, unused data plan minutes or other allocated services from any rate plans or features do not carry over from month to month. You understand that if you exceed your allotment of megabytes or voice minutes under your rate plan, you will pay the per-megabyte or per minute fees set forth in the rate applicable to the Cellular One service plan you have selected. Megabytes or data plan minutes will be deducted from the data plan allotment associated with your Internet Service for, without limitation, browsing the wireless Internet, reviewing or scrolling through information (including account information), synchronization between software or Equipment, and reading and responding to e-mail. Any fraction of a megabyte of usage will be rounded up and charged, or deducted from any allocated megabytes, to the next two (2) kilobytes (rates may vary if you are roaming outside our network). If your Equipment is used to access the Internet Service, you will be obligated to pay all charges arising from such use of your Equipment. You will be charged for all data sent through our network, regardless of whether your Equipment actually receives the information. Compression may impact the total amount billed to your account. The amount of data you store is limited, and you may be charged for storage of data that exceeds such limitation. In some cases our network will resend data packets to ensure complete delivery; you will be billed for these resent packets. When available, roaming rates apply when downloading or sending data outside our network. See www.cellularone.com or call Customer Care at 1 800 635-0304 or 611 from your Equipment to get more information about the fees and charges associated with use of the Internet Service, sending and receiving text messages, and (if applicable) use of your voice-calling plan.

If you terminate Internet Service or if Cellular One suspends or terminates your service, Cellular One may in its discretion delete all user data, including e-mail, calendar entries, and all other personalized data without notifying you. If you change to another Cellular One plan (including another Internet plan) that does not include the same type of services your previously received, information associated with previous services not provided under your new plan will be deleted immediately. Once Cellular One deletes the information, it cannot be restored.

4. **Availability of Internet Service.** Internet Service is available to your Equipment only when it is within the operating range of our system or the system of an operator with which we have an

applicable roaming agreement. Coverage maps that you may have received or viewed are only estimates; actual service coverage, quality and availability may vary. Proper Equipment is required to enable Internet Service to operate. You may be required to purchase and/or install certain Equipment (including software) to use Internet Service, and to upgrade such Equipment from time to time. The installation, use and removal of Equipment may result in Service outage or potential damage to your computer, and you agree to back-up your computer files. Cellular One shall have no liability whatsoever for any damage to or loss or destruction of your computer, peripherals, software or data. The availability and performance of the Internet Service is subject to all memory, storage and other limitations in the Equipment. The availability or content of certain Internet Service features may be changed without notice. The Internet Service is available only for some Cellular One service plans.

Because of coverage and technology limitations, weather and other factors, wireless information may not be accessible to you at all times and you may lose access to your data connection while you are actively using the Internet Service. We are not responsible for messages or pages that you may lose or that become misdirected because of interruptions or performance issue with the Internet Service or wireless communications networks more generally. If you lose your connection to the Internet Service, you may be required to reconnect using a dial-up connection in certain areas where Open Door coverage is unavailable. If you establish a dial-up connection where Open Door coverage is unavailable, your data plan minutes will be decremented for the time you use the Internet Service or, if you do not have a data plan and establish a dial-up connection, you will be charged for each minute of usage. Dial-up connections are billed in full minute increments from the time the wireless network begins to process the connection (before the call rings or is answered) through its termination of the connection; any fraction of a minute used is rounded up and charged, or deducted from any allocated minutes, as a full minute. Call Cellular One at 1 (800) 635-0304 or 611 from your phone or visit our website at www.cellularone.com for availability and Equipment compatibility information.

5. **Accessible Content.** Depending on your Equipment and method of accessing the Internet Service, significantly less information may be available on the wireless Internet. Many Internet sites may not be accessible, and you may receive an error message while trying to access a site. Cellular One reserves the right to block information from certain domains to protect you from unsolicited information, transmission or distribution of illegal content, or to protect the Cellular One network. However, we assume no obligation to block such information. Therefore, e-mail messages and other content may be deleted before delivery. The Internet Service can support some external POP3-based, third party e-mail providers. Cellular One does not, however, provide any technical support and is not responsible for obtaining or maintaining such access to external e-mail providers. Network speed is no indication of the speed at which your Equipment sends or receives data. Actual network speed will vary based on Equipment configuration, compression and network congestion. The accuracy and timeliness of the data is not guaranteed; delays or omissions may occur.
6. **Consent to Monitoring and Disclosure.** Cellular One has no obligation to monitor the information or content that is available or transmitted to you through the Internet Service. However, Cellular One may monitor these materials periodically to (1) comply with any applicable laws, regulations or other governmental orders; and (2) operate the Internet Service properly or to protect itself and its users. Cellular One reserves the right to delete, reject or eliminate in whole or in part any information available or transmitted through the Internet Service that, in Cellular One's sole discretion, is in violation of these Terms and Conditions or is otherwise inappropriate or unacceptable.
7. **Content Disclaimer. Cautions and Restrictions.** Cellular One is a Wireless Internet provider. It does not control, nor is it in any way liable for, data or content that you access or receive via the Internet Service. Cellular One is not a publisher of third-party content that can be accessed through the Internet Service. Cellular One is not responsible for the number of text messages and alerts that you send or receive via the Internet Service. Cellular One is not responsible for any opinions, advice, statements, services or other information provided by third parties an accessible through the Internet Service. You are responsible for evaluating such content. You are responsible for paying all fees and charges from third party vendors whose sites, products or services you access, buy or use via the Internet Service. Cellular One does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Internet Service, and delays or omissions may occur. Inclusion in the Internet Service of any hypertext link or other reference to any products, services or information of any third party does not constitute or imply any endorsement, sponsorship or recommendation by Cellular One. The Internet Service is not intended to provide

tax, legal, investing or other advice. Reproduction, retransmission, dissemination, or sale of the Internet Service or content is prohibited.

If you choose to use the Internet Service to access Web sites or content provided by third parties and purchase products from third parties, then your subscriber identification (including your mobile phone number and handset identification number) may be available to the third-party provider. The third parties handle and use your personal identification and information related to the use of their services is governed by their policies and Cellular One has no responsibility for their policies, or third parties' compliance with them.

8. **Acceptable Use Policy.** You agree to comply with this Acceptable Use Policy when using the Service, Equipment or the Cellular One Web site. Unacceptable uses include, but are not limited to the following: intentionally or unintentionally violating any applicable law or regulation; harming or attempting to harm minors in any way; posting or transmitting any content that you do not have the right to post or transmit under any law, contractual duty or fiduciary relationship; posting or transmitting any content that infringes a third party's trademark, patent, trade secret, copyright, publicity, or privacy right; posting or transmitting any content that is unlawful, untrue (including incomplete, false or inaccurate biographical information), stalking, harassing, libelous, defamatory, abusive, tortuous, threatening, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs) or otherwise objectionable; attempting to collect or store personal data about third parties without their knowledge or consent; deleting, tampering with or revising any material posted by any person or entity; accessing, tampering with or using nonpublic areas of the Internet Service, Equipment or Cellular One website or Cellular One's computer systems or network; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to access or search the Service or Cellular One website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Cellular One or other generally available third party web browser (such as Microsoft Internet Explorer or Netscape Navigator); sending unsolicited email, including without limitation, promotions or advertisements for products or services, "pyramid schemes," "spam," "chain mail" or "junk mail"; forging any IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Internet Service, Equipment or Cellular One website to send altered, deceptive or false source-identifying information in violation of state, national and foreign law; attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Internet Service, Equipment or Cellular One website; interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Internet Service, Equipment or Cellular One website, overloading, flooding, spamming, crashing, or mail bombing the Internet Service, Equipment or the Cellular One website; or impersonating or misrepresenting your affiliation with any person or entity. Violations of any of the above, including intellectual property infringement and breaches in security, will be investigated by us and, where appropriate, Cellular One may institute legal action, or cooperate with law enforcement authorities in bringing legal proceedings, against users who violate the Acceptable Use Policy.
9. **Digital Millennium Copyright Act ("DMCA") notice.** In operating the Internet Service, Cellular One may act as a "services provider" (as defined in the DMCA) and offer services as online provider of materials and links to third party site wireless websites. As a result, third party materials that are not owned or controlled by Cellular One may be transmitted, stored, accessed or otherwise be made available using the Internet Service. If you believe any material available via the Internet Service infringes a copyright, you should notify Cellular One using the notice procedure for claimed infringement under the DMCA. Cellular One will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the applicable content. The Cellular One designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is Corporation Services Company, 1010 Union Ave. SE, Olympia, WA 98501.
10. **Password Protection; IP or E-Mail Address.** You are solely responsible for maintaining the confidentiality of your user name and password and for all activities that occur on your account. To limit unauthorized charges to your account, you should promptly notify us if there is an unauthorized disclosure or use of your Internet Service user name or password. No third party using your account has any rights to it or Cellular One Service. You will be responsible for payment of all charges for Internet Service used through your account, even unauthorized charges, except as set forth herein. Further, except as otherwise provided by law, you have no proprietary or

ownership rights to or interest in a specific IP address, or e-mail address assigned to you or your Equipment by us. We may change your IP or e-mail address at any time. You will not use or assign your IP or e-mail address to any other Equipment without our prior consent, nor will you program any other IP or e-mail address into your Equipment.

11. **Other Terms.** As a reminder, these Cellular One Internet Service Terms and Conditions, as well as the Cellular One Terms and Conditions and your Cellular One Service Agreement, each of which is incorporated herein by reference, are part of your legal agreement with Cellular One.

Picture Messaging Service Customers

If you use Cellular One Hello2Pix Picture Messaging Service ("Hello2Pix Service") the following Hello2Pix Terms and Conditions also apply. In the event of any conflict between the preceding Terms and Conditions and the following Hello2Pix Terms and Conditions, the Hello2Pix Terms and Conditions shall govern:

1. **General.** Proper Equipment and features are required to enable Hello2Pix Service to operate. As a result, you may be required to purchase certain Equipment to use Hello2Pix Service. The availability and performance of the Hello2Pix Service is subject to all memory, storage and other limitations in the Equipment and the Hello2Pix Website. Hello2Pix Service, and uploading pictures from Equipment to the Hello2Pix Website, is available on your Equipment only when it is within the operating range of our system. Accordingly, sending and receiving picture messages, and uploading pictures from Equipment to the Hello2Pix Website, is only available in certain areas as indicated by Hello2Pix Service coverage maps. Such coverage maps are only estimates; actual service coverage, quality and availability may vary. Actual coverage depends on system deployment, system availability and capacity, system repairs and modifications, terrain, signal strength, weather, your Equipment and other factors. Picture messages that cannot be delivered to the intended recipients within five days will be deleted. Actual picture messages may only be sent from your Hello2Pix enabled Equipment to other Hello2Pix Service customers. Notwithstanding the foregoing, any Cellular One customer may be sent picture messages from your Equipment to their Equipment; provided, however, if they have not subscribed to Hello2Pix Service, they will receive a text message (if their Equipment is able to receive text messages) with an invitation to visit the Hello2Pix Web site to view the picture message(s). You must register on the Hello2Pix Web site to store pictures and to invite others to view pictures. Access to the Hello2Pix Web site requires acceptance of the Hello2Pix Web site Use Agreement. You will be charged for picture messages sent from your Equipment, even if not delivered to the intended recipient, but you will not be charged for picture messages sent to your Equipment unless received. Kilobyte charges will appear in the data section of your bill. The Hello2Pix Service monthly access charge will appear in the feature charges section of your bill and any charges for sending or receiving picture messages will appear in the data section of your bill. These charges do not include applicable taxes, tolls or surcharges. All Hello2Pix customers are issued a unique password. You are solely responsible for maintaining the confidentiality of your password and for all activities that occur on your account.
2. **Other Terms.** As a reminder, these Hello2Pix Terms and Conditions, as well as the Cellular One Terms and Conditions and your Cellular One Service Agreement, each of which is incorporated herein by reference, are part of your legal agreement with Cellular One.

About | Site Map | Legal Notices | Business Solutions
© 2003 Western Wireless Corporation®. All rights reserved.
"Cellular One" is a registered service mark of the Cellular One Group®.