

WiCarolina Communications, LLC Terms of Service

WiCarolina Communications, LLC Wireless Internet and Voice over IP (VoIP) Phone Service

Effective January 8, 2007

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW APPLY TO WICAROLINA'S WIRELESS INTERNET SERVICE ("WIRELESS INTERNET SERVICE"), WICAROLINA'S VOIP PHONE SERVICE ("VOIP PHONE SERVICE"), AND ANY RELATED OPTIONAL SERVICES ("OPTIONAL SERVICES"), EXCEPT THAT SECTIONS 12-15 APPLY TO THE VOIP PHONE SERVICE ONLY. BY ACTIVATING OR USING SUCH WICAROLINA SERVICE OR EQUIPMENT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW, EACH OF WHICH MAY BE AMENDED FROM TIME TO TIME BY WICAROLINA. PLEASE READ THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW CAREFULLY AS THEY, AMONG OTHER THINGS, ESTABLISH YOUR LIABILITY FOR THE EQUIPMENT (Sections 6 and 7), REQUIRE TERM COMMITMENTS, INCLUDING A RESTART OF THE TERM FOR THE WIRELESS INTERNET SERVICE WHEN YOU ADD VOIP PHONE SERVICE (Section 31), IMPOSE EARLY TERMINATION FEES (Section 31), PROVIDE IMPORTANT DISCLOSURES INVOLVING LIMITATIONS OF 911/E911 EMERGENCY DIALING (Sections 12 through 16), AND REQUIRE MANDATORY ARBITRATION OF DISPUTES (Section 46). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW, YOU MAY NOT USE ANY WICAROLINA SERVICE OR EQUIPMENT.

This is a binding agreement between you and WiCarolina Communications, LLC ("WiCarolina," "we," "our," or "us") for the use of WiCarolina's Wireless Internet and VoIP Service and/or VoIP Phone Service together with any Optional Services (individually and collectively, the "Service" as applicable) in accordance with the order form submitted by you to WiCarolina (the "Order Form"), the Terms and Conditions set forth below (the "Terms"), and WiCarolina's Acceptable Use Policy and such other policies as WiCarolina may adopt (collectively, "Policies"), each as they may be amended from time to time and as may be posted from time to time at the WiCarolina website at www.wicarolina.com or on another website about which you have been notified. Additional terms, restrictions, and limitations may be set forth in authorized service plan descriptions provided to you by WiCarolina or posted at www.wicarolina.com (each, a "Service Plan"), and all such terms, restrictions, and limitations are incorporated herein by reference and you agree these are binding upon you.

1. Agreement Governing Use of Service. These WiCarolina Terms, the Order Form, Policies, including any WiCarolina materials you received in connection with your account, and the Service Plans together constitute your agreement between you and WiCarolina (together, the "Agreement"), and govern the use of the Service. In the event of a direct inconsistency, except as otherwise expressly stated in any of the foregoing, the Terms will control. You do not have the authority to vary, alter or amend any of the provisions of this Agreement. The provisions of this Agreement will control over any statement appearing as a restrictive endorsement or other language which purports to modify a right, obligation or liability of either party on any document you may send to WiCarolina. Current versions of WiCarolina's Terms, applicable Policies, and Service Plans can be found at www.wicarolina.com. As these provisions of the Agreement may

be updated from time to time, you agree to regularly check your postal mail, e-mail and all postings on the WiCarolina website at www.wicarolina.com or on another website we designate and bear the risk of failing to do so. This Agreement applies to you and to anyone who uses the Service or Equipment sold or leased to you. You agree WiCarolina may change the provisions of the Agreement from time to time, and agree that electronic notices to you will be considered given and effective on the date posted to the "Service Announcements" section of WiCarolina's website (currently located at <http://www.wicarolina.com>). Such changes will become binding on you on the date posted to the WiCarolina website and no further notice by WiCarolina is required.

2. Acceptance of Agreement by Use/Activation. You acknowledge that you have read and understood, and you agree to, each of the provisions of the Agreement, and you represent and warrant that you are of legal age and authorized to enter the Agreement and to accept and agree to become bound by the terms of the Agreement. The Agreement applies to you and to anyone who uses the Service. By (a) initiating, activating or using the Service, and/or (b) providing or authorizing a written or electronic signature or otherwise so indicating electronically, you will have been deemed to have accepted the current version of the provisions of the Agreement (i.e., the Order Form, the Terms, your Service Plan, and the Policies) (or ratified any previous consent to the same). If you do not agree to the provisions of the Agreement, you may not use the Service.

3. Service, Payments and Invoices. You agree to purchase and pay for the Service identified in the Order Form, which will be binding on you together with other provisions in the Agreement if signed with a written or electronic signature delivered to WiCarolina or its agent, if you electronically accept the provisions, either directly or indirectly (e.g., by requesting another, including WiCarolina or its agent, to do so on your behalf), or by your activation or use of the Service through the Equipment or otherwise.

a. Credit, Debit and Check Card Payments. Upon accepting your Order Form, WiCarolina will bill you for the Equipment (defined below), installation fees and activation fees, including any Optional Services (as applicable), and will bill you (or notify you of charges to be applied to your credit, debit or check card ("Card") up to thirty (30) days in advance of the first day of the month for which the charges relate thereafter for recurring monthly charges during the Initial Term and any Renewal Term(s). You agree to pay all of the fees and charges described in the Agreement. In addition to the charges for Service, you will be responsible for all applicable federal, state, and local taxes, surcharges and fees applicable to the Service. Unless otherwise agreed in advance through a written or non-electronic communication between you and WiCarolina, WiCarolina will bill you for all fees and charges relating to the Equipment or the Service by charging the Card account you authorized and provided to WiCarolina (if your Card issuer is acceptable to WiCarolina). Your card issuer agreement governs use of the Card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. You will promptly notify WiCarolina of any changes to your Card account information, or in the event that the Card is terminated or you decide to change Card accounts. Fees and charges for Service are contained in the Order Form, and may be modified by WiCarolina with thirty (30) days written notice to you, including notice by electronic mail. Your use or ability to use the Service for more than twenty (20) days after notice of any modified charges constitutes your agreement to accept the modified charges. You will remain responsible for all charges not honored by your Card issuer. Delinquent accounts are subject to immediate suspension or termination of the Service at the sole discretion of WiCarolina. In the event of such suspension or

termination, all fees and charges (including Early Termination Fees as set forth in Section 31) will become immediately due and owing together with any collection costs and/or fees incurred by WiCarolina, including attorneys' fees, and WiCarolina will be at liberty to pursue all rights and remedies it may have at law or in equity. WiCarolina will attempt to notify you on a commercially reasonable basis in advance of suspension, termination, and collection actions, but you agree WiCarolina is not required to make contact prior to taking such actions. WiCarolina may, but is not required to, reactivate your Service after Service has been suspended or terminated. Before service may be reactivated, you must pay to WiCarolina all past due amounts and late payment fees plus a reactivation charge per account and applicable taxes. WiCarolina may modify the terms of Service before reactivating your Service and may require you to provide us with a deposit.

b. Cash Payments. WiCarolina may make the Service available through advance cash payments ("Cash Payments") instead of Card payments. Upon accepting your Order Form for Cash Payments, you will prepay one (1) month in advance for the Service (including any Optional Services, as applicable), and any applicable fees for Equipment (defined below), installation fees, activation fees, and other applicable fees. WiCarolina may discontinue Cash Payments for the Service at any time in its sole discretion. Except to the extent prohibited by law, WiCarolina may change the amount of the Deposit, if required and your Deposit may be commingled with other funds and will not earn interest. You may not use the Deposit to pay your bills or delay payment, but WiCarolina may apply the Deposit to any fees or charges that you owe WiCarolina. If Service is terminated for any reason, any Deposit will be applied toward amounts you owe WiCarolina at or after termination. Any remaining Deposit will be returned to you at your billing address. You are responsible for providing correct and updated billing address information to WiCarolina. Except to the extent prohibited by law, WiCarolina will not refund any Deposit balances of \$5 or less unless you contact us in writing to request it. WiCarolina will hold any unused balance of the Deposit for you for up to one (1) year (without accruing interest for your benefit), but you forfeit to us any portion of the money left after one (1) year. You also forfeit any money that the U.S. Mail cannot deliver and returns to us. You agree to pay all of the fees and charges described in the Agreement. In addition to the charges for Service, you will be responsible for all applicable federal, state, and local taxes, surcharges and fees applicable to the Service. Fees and charges for Service are contained in the Order Form, and may be modified by WiCarolina with thirty (30) days written notice to you, including notice by electronic mail. Your use or ability to use the Service for more than twenty (20) days after notice of any modified charges constitutes your agreement to accept the modified charges. Delinquent accounts are subject to immediate suspension or termination of the Service at the sole discretion of WiCarolina. In the event of such suspension or termination, all fees and charges (including Early Termination Fees as set forth in Section 31) will become immediately due and owing together with any collection costs and/or fees incurred by WiCarolina, including attorneys' fees, and WiCarolina will be at liberty to pursue all rights and remedies it may have at law or in equity. WiCarolina will attempt to notify you on a commercially reasonable basis in advance of suspension, termination, and collection actions, but you agree WiCarolina is not required to make contact prior to taking such actions.

4. Billing Disputes. Subject to applicable law, you must notify WiCarolina in writing within twenty (20) days after receiving your Card statement if you dispute any WiCarolina charges on that statement or such dispute will be deemed waived. You may only dispute charges that you believe are a result of a billing error or a

problem relating to the Service. Subject to applicable law, WiCarolina will resolve all billing disputes in its sole discretion. If not resolved to your satisfaction and you still wish to pursue the matter, you must follow the dispute resolution process described in Section 46.

5. Payment/Late Fees. WiCarolina may terminate your Service at any time in its sole discretion, if any charge to your Card on file with WiCarolina is declined or reversed, your Card expires and you have not provided WiCarolina with a valid replacement Card, or in case of any other non-payment of account charges, including not receiving full and timely Cash Payments. If WiCarolina terminates your Service for a Card that is declined, canceled or expired, reversed charges or non-payment, or for failure to make full and timely Cash Payments, you are still fully liable to WiCarolina for all fees and charges accrued before termination and for all costs incurred by WiCarolina in collecting such amounts, such as (but not limited to) collection costs and/or fees, including attorneys' fees. Charges not honored by your Card issuer or Cash Payment not fully and timely made will be considered delinquent, and you agree to pay a late fee equal to 1.5% or \$5 per month (or portion of a month), whichever is greater, on any past due balances until paid, subject to the highest amount permitted by law. Except to the extent prohibited by law, this late fee may be charged regardless of any disputes you may have raised regarding your invoiced charges.

6. Equipment Provided - Purchase. As specified on your Order Form, WiCarolina will sell to you, and you will purchase from WiCarolina, as applicable, a CPE (customer premise equipment) unit and related cabling when you order Wireless Internet Service and an ATA (analog telephone adapter) VoIP phone adapter when you order VoIP Phone Service (individually and collectively, the "Equipment"). WiCarolina warrants to you that all Equipment purchased from WiCarolina will be substantially free from material defects in material and workmanship, under normal use and in compliance with WiCarolina's instructions, for a period of one (1) year from the date you receive the Equipment ("Purchase Limited Warranty"). All or part of the Equipment may be reconditioned or refurbished, but all Equipment will be warranted as provided in these Terms. This Purchase Limited Warranty excludes any damage resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with any Equipment instructions provided by WiCarolina or available at www.wicarolina.com, or actual or attempted alteration of or additions to the Equipment not approved by WiCarolina, all as determined in the sole discretion of WiCarolina. WiCarolina will have the sole discretion to determine whether to repair or replace any Equipment. Repair or replacement of the Equipment is WiCarolina's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. This Purchase Limited Warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and is further subject to the exclusions and limitations in Section 34 below. You may not sell, encumber, or otherwise transfer the Equipment to others without WiCarolina's prior written consent. If you sell, encumber or otherwise transfer the Equipment, to the maximum extent permitted by applicable law, any warranties will automatically and immediately terminate. Any repair, upgrade, or replacement of the Equipment following one (1) year after activation of Service, resulting from defects in the Equipment or from any other cause, will be your responsibility.

7. Equipment Provided - Lease. If you lease any Equipment from WiCarolina, as specified on your Order Form, WiCarolina will retain title to and ownership of such Equipment at all times. You must return all leased Equipment in good working order to WiCarolina upon the termination or expiration of the Agreement or upon the request of WiCarolina. Failure to return all leased Equipment to WiCarolina in good working order upon request will result in a charge to the Card account that you have provided, for the amount listed on the Order Form, which you acknowledge is a reasonable estimation of the replacement cost of the Equipment. WiCarolina warrants to you that all Equipment leased from WiCarolina will be substantially free from material defects in material and workmanship under normal use in compliance with WiCarolina's instructions for a period of one (1) year from the date you receive the Equipment ("Lease Limited Warranty"). All or part of the Equipment may be reconditioned or refurbished, but all Equipment will be warranted to you as provided in these Terms. This Lease Limited Warranty excludes any damage resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with any Equipment instructions published by WiCarolina or available at www.wicarolina.com, or actual or attempted alteration of or additions to the Equipment not approved by WiCarolina, all as determined in the sole discretion of WiCarolina. This Lease Limited Warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and is subject to the exclusions and limitations in Section 34. WiCarolina may periodically replace, upgrade, repaint, or otherwise modify any leased Equipment, and will repair or replace (as WiCarolina deems appropriate in its sole discretion) any properly maintained leased Equipment that fails to operate as required for the delivery of Service. WiCarolina will have the sole discretion to determine whether to repair or replace any Equipment. Repair or replacement of the Equipment is WiCarolina's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. You may not modify any leased Equipment in any way. You may not sell, encumber, or otherwise transfer the Equipment to others without WiCarolina's prior written consent. In the event of any damage to the Equipment not a direct and sole result of WiCarolina's act or omission, WiCarolina reserves the right as determined by WiCarolina to charge you for the actual cost of repair of the Equipment or charge you for the replacement Equipment at full retail price.

8. Installation. As determined by WiCarolina, WiCarolina or its authorized contractor may install the Equipment at your location (the "Premises" or "Service location") for the installation charges noted on your Order Form. In addition, the provision of Service to your Premises may require additional antennas, equipment, or installation activities beyond those specified in your Order Form. In the event that such additional equipment or installation activities are required, and you elect to accept Service despite the need for such additional equipment or installation activities, you will be responsible for complying with all applicable terms and conditions, including paying all applicable additional charges. If you purchase additional Equipment from WiCarolina, including an internal or external antenna and additional connection cabling, you may request WiCarolina or its authorized contractor to install such Equipment at the Premises as specified in the Order Form, or you may provide for your own installation. WiCarolina warrants to you that any installations performed by WiCarolina will be free from defects in material and workmanship for a period of one (1) year from the date of the installation ("Installation Limited Warranty"). This Installation Limited Warranty excludes any damage resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual

physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with Equipment manuals or other documentation, or actual or attempted alteration of or additions to the Equipment not approved by WiCarolina, all as determined in the sole discretion of WiCarolina. This Installation Limited Warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and is subject to the exclusions and limitations in Section 34. By authorizing installation, you represent and warrant that you either own the Premises or have received permission from the owner of the Premises to make any changes to the Premises or outside the Premises necessary to install the Equipment and receive the Service, including securing riser or roof rights, if necessary. Further, you represent and warrant that the installation of the Equipment at the Premises will not violate any restrictions or agreements applicable to the Premises. You acknowledge that the installation representative may refuse to perform any custom installation work, or may require inside or external wiring to complete Service delivery at additional hourly or other charges. In the event you fail to keep an installation appointment or the Premises are not prepared to accept installation of the Equipment and Service, WiCarolina may charge you a fee to recover any costs associated with an additional installation appointment. WiCarolina will not be liable for any alterations or damage to the Premises that result from the installation, use, or removal of the Equipment, including, but not limited to, holes in walls or ceilings, cable wiring, or antenna mounting brackets, and will not be responsible for removing any of the Equipment or any costs related to the removal of the Equipment (including antennas and related cabling) at the end of the Term for any reason. In addition to your indemnification obligations under Section 40, you agree to defend, indemnify and hold WiCarolina, its affiliates and their agents and suppliers harmless from any claims or liabilities associated with WiCarolina's installation of Equipment, including, but not limited to, claims by any owner of the Premises. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

9. WiCarolina's Responsibilities. In addition to the other conditions identified in this Agreement, WiCarolina's responsibility for the Service ends at the WiCarolina Equipment. In the event that you request a professional installation from WiCarolina, WiCarolina will install the Equipment as provided above. WiCarolina will not maintain or in any way be responsible for any software, cables, or hardware attached to the Equipment or in any way related or unrelated to the use of Service, including your internal network. WiCarolina will provide Customer Service support during its standard business hours for performance and operational issues related to the WiCarolina Service. Please contact WiCarolina Customer Service as set forth at www.wicarolina.com.

10. Your Responsibilities. You are responsible for complying with all Terms and Policies for the Wireless Internet Service, VoIP Phone Service, and Optional Services, as applicable, as well as any other separate terms and conditions applicable for any other services or products you obtain from WiCarolina. If needed, you are responsible for providing access to the Premises as scheduled with WiCarolina for the appropriate preparation and maintenance of the Premises to allow for proper installation, maintenance, and other activities of WiCarolina in connection with the Equipment and Service. You are responsible for ensuring that your equipment has the minimum hardware and software requirements necessary to use the Equipment and Service. You are responsible for integrating and troubleshooting your local area network, internal network,

and equipment as necessary. WiCarolina will not be responsible for any loss of use of Service or degradation in performance resulting from your use of incompatible equipment or for any damage to any additional equipment you connect to the Equipment. You will reimburse WiCarolina for any loss or damage to any leased Equipment, reasonable wear and tear excepted, including the actual cost of repair of the Equipment or charges for the leased Equipment at full retail price. In accessing the Service, you agree to utilize the troubleshooting guides and user information provided by WiCarolina or available at www.wicarolina.com prior to contacting WiCarolina Customer Service. WiCarolina Customer Service will troubleshoot and support you on Service and Equipment issues pertaining to the WiCarolina network and Service only, and reserves the right to determine that a problem or issue is your responsibility. In the event that you request a service call to your Premises and WiCarolina determines that the problem is your responsibility, WiCarolina reserves the right to charge your Card or require full payment in another form for the cost of the service call. You are liable for any and all liability that may arise out of the content transmitted by or to you or any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you ("Users"). You will assure that your or Users' use of the Service and content will at all times comply with the requirements set forth in the Agreement (including, but not limited to these Terms and the Policies) and all applicable laws, regulations and written and electronic instructions for use. WiCarolina reserves the right to terminate or suspend affected Service, and/or remove your or any other User's content from the Service, if WiCarolina determines that such use or content does not conform with the requirements set forth in the Agreement (including, but not limited to these Terms and the Policies) or interferes with WiCarolina's ability to provide Service to you or others or receives notice from anyone that your or Users' use or content may violate any laws or regulations. WiCarolina's actions or inaction under this Section will not constitute review or approval of your or Users' use or content. In addition to your indemnification obligations under Section 40, you will defend, indemnify and hold WiCarolina, its affiliates, and their agents and suppliers harmless against any and all liability arising from the content transmitted by or to you or to Users using the Service. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

11. Credits. No credit or adjustment will be made for interruptions of the Service unless the interruption continues for a period of twenty-four (24) hours or more, measured from the time that you report the interruption to WiCarolina. In the event of an interruption of the Service that continues for a period of twenty-four (24) hours or more, credit allowance will be made, at your written request, for an amount not to exceed the prorated monthly charges for your Service during the affected period. The credit will be available only where the interruption is in no part due to your acts or omissions whether negligent or otherwise or by interruptions caused by failure of any equipment or service not provided by WiCarolina. The foregoing credit will be your sole and exclusive remedy for any interruption of the Service or any degradation of performance of the Service. In order to be eligible for any such credit, you must request the credit in writing within sixty (60) days of the commencement of the interruption. No credit will be available if the interruption period results from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with WiCarolina instructions or the terms stated at www.wicarolina.com, or actual or attempted alteration of or additions to the Equipment or

Service not approved by WiCarolina, or from any problems with third party network elements that are not within the control of WiCarolina, all as determined in the sole discretion of WiCarolina.

12. Requirements for WiCarolina Wireless Internet Service and Equipment for VoIP Phone Service:

Service Availability. In addition to your responsibilities under Section 10, you are required to supply certain equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. You are not required to obtain and use Wireless Internet Service from WiCarolina in order to enable the VoIP Phone Service to operate. Other requirements to enable use of the VoIP Phone Service may be posted on WiCarolina's website (currently located at <http://www.wicarolina.com>) or on another website that WiCarolina designates. You are responsible for supplying and ensuring that the equipment you supply is compatible with the VoIP Phone Service and meets federal and other applicable standards. You represent that you either own your equipment or have the right to use that equipment in connection with the Service. WiCarolina shall have no obligation to provide, maintain, or service your equipment.

13. Limitations on 911, E911 and Emergency Dialing for VoIP Phone Service; Relocation of

Equipment. You acknowledge that WiCarolina described to you the limitations on the VoIP Phone Service for 911 and E911 prior to you signing up for the Service. In particular, you acknowledge you were informed that, if you move any WiCarolina Equipment, E911 or 911 may not function or may function improperly at the new location. If you relocate the WiCarolina Equipment, you must contact WiCarolina for information on VoIP Phone Service availability at the new location. If the VoIP Phone Service is available, you must update and register your new Service location with WiCarolina in order to update our records for the Service. If VoIP Phone Service at the new location is not available, your VoIP Phone Service will be terminated or suspended until you notify WiCarolina that you have returned the Equipment to a location with VoIP Phone Service availability and provide us updated information for the new location. You acknowledge and agree that using or moving or attempting to use or move the Equipment or VoIP Phone Service to a Service location without complying with this Section 13 is a violation of this Agreement and you do so at your own risk. You further acknowledge and understand that the VoIP Phone Service, in some ways, is not provided or configured like your traditional phone service, has limitations, and that installation, arranging to change or move your phone number or the WiCarolina Equipment, including updating and processing your new Service location information, and the operation, repair and removal of the VoIP Phone Service may delay or disrupt certain functions, including 911, E911 or emergency dialing capacity. You also understand that 911 or E911 functions are not automatically available through the VoIP Phone Service and that you are required to take additional steps to obtain such functions. You understand that there may be a period of time particularly during the period immediately after installation of the VoIP Phone Service, including when moving the Equipment to another Service location, in which 911/E911 capabilities may not function or may not function properly. You agree to advise all persons who may have occasion to place calls over the VoIP Phone Service of these limitations.

IN ADDITION TO THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 34 AND 35, IN NO EVENT SHALL WICAROLINA, ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS, OR THEIR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, BE HELD LIABLE FOR ANY CLAIM, DAMAGE OR LOSS, AND YOU

HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911, E911 OR EMERGENCY DIALING OR THE ABSENCE OR DISRUPTION THEREOF ARISING FROM THE INSTALLATION, OPERATION OR ANY OTHER ASPECT OF THE VOIP PHONE SERVICE. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

14. Other VoIP Phone Service Limitations. In addition to the requirements and limitations described in Sections 10, 12 and 13, you acknowledge the following with respect to the VoIP Phone Service:

a. Privacy and Security. The VoIP Phone Service uses the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that WiCarolina cannot and does not guarantee that the VoIP Phone Service is secure, and we are not liable to you or any other party for any lack of privacy or security you experience while using the VoIP Phone Service. WiCarolina respects your privacy and, to the extent feasible, treats the content of all communications as private, except as may be required by law. Please refer to the WiCarolina Privacy Policy at www.wicarolina.com for additional information. We have the right, but not the obligation to you to monitor, intercept and disclose any transmissions over or using our facilities, and to provide subscriber billing, account, or use records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property). Please consult the WiCarolina Privacy Policy posted on our website for additional information on the use and disclosure of information. You agree to protect your username and password and you are responsible for any usage of your account. You agree to immediately notify us of any unauthorized use of your account or other security breach.

b. Power Outages. You acknowledge and understand that the VoIP Phone Service as well as 911, E911 or emergency dialing may not function in the event of power failure. Should there be an interruption in the power supply, the VoIP Phone Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the VoIP Phone Service.

c. No Battery Back-Up. The Equipment does not include a battery back-up, and a power failure or disruption will interrupt E911, 911 or other emergency dialing services and make it impossible to place such calls or reach emergency services over the VoIP Phone Service.

d. Service Interruptions; Required Wireless Internet Service. You acknowledge and understand that the VoIP Phone Service may not function or may function improperly in the event of interruption of your Wireless Internet Service. You also acknowledge and understand that you must obtain and use Wireless Internet Service from WiCarolina in order to enable the VoIP Phone Service to operate properly, and further that the VoIP Phone Service may not be used with another provider's broadband or internet service and we do not authorize you to use the VoIP Phone Service with another provider's broadband or internet service. In the event you discontinue Wireless Internet Service for any reason, you acknowledge that WiCarolina may terminate your VoIP Phone Service or suspend VoIP Phone Service until you reestablish Wireless Internet Service with WiCarolina.

e. Home Security Systems and other Non-Voice Communications Equipment. All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls, fax machines, modems and medical monitoring devices ("Non-Voice Systems"), may not be compatible with the VoIP Phone Service and may be interrupted or permanently disabled by installation or operation of the VoIP Phone Service. IN ADDITION TO THE EXCLUSIONS AND

LIMITATIONS IN SECTIONS 34 AND 35, BY ACCEPTING THIS AGREEMENT, YOU WAIVE ANY CLAIM AGAINST WICAROLINA, ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS, OR THEIR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS FOR INTERFERENCE WITH OR DISRUPTION OF SUCH NON-VOICE SYSTEMS DUE TO THE VOIP PHONE SERVICE AND AGREE TO TAKE ALL NECESSARY STEPS TO RESTORE OR MAINTAIN SUCH EQUIPMENT OR VOIP PHONE SERVICE IF YOU WISH TO CONTINUE USING THEM. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

f. High-Risk Activities. As further discussed in Section 34, the VoIP Phone Service is not represented as fail-safe. The VoIP Phone Service is not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the VoIP Phone Service could lead to material injury to business, persons, property, or the environment. IN ADDITION TO THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 34 AND 35, BY ACCEPTING THIS AGREEMENT, YOU WAIVE ANY CLAIM AGAINST WICAROLINA, ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS, OR THEIR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS RELATING TO HIGH-RISK ACTIVITIES. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

15. Local Number Portability When Available. In the event you are not utilizing a new phone number for your VoIP Phone Service, but rather are transferring an existing phone number, which currently is subscribed to another service provider, to the VoIP Phone Service, the terms and conditions of this section shall apply:

- (a) You agree to cooperate fully with WiCarolina and to provide promptly all information, including a letter of authorization or otherwise, as requested by WiCarolina in connection with the processing of your order for VoIP Phone Service;
- (b) You authorize WiCarolina to process your order for VoIP Phone Service and to notify your current service provider of your decision to switch your local, local toll and long distance services to WiCarolina VoIP Service, and represent that you are authorized to take this action;
- (c) You agree and acknowledge that if you set up the VoIP Phone Service prior to the date that the number switch becomes effective (the "Port Effective Date"), you will be able to make outgoing calls only over the VoIP Phone Service and may not be able to make 911 or E911 calls over the VoIP Phone Service. In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Service; and
- (d) You agree and acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in your phone service, it is important that you install the VoIP Phone Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you via e-mail by WiCarolina following your completion of the ordering process, but this is only an estimate, not a guarantee of the Port Effective Date.

16. Equipment Location; Tampering with the WiCarolina Equipment/Warning Sticker. You agree that the WiCarolina Equipment and the VoIP Phone Service may be used only at the Service location appearing in WiCarolina's records. You agree not to change the electronic serial number or identifier of the WiCarolina Equipment, or to perform a factory reset of the Equipment, without express permission from WiCarolina in each instance. WiCarolina reserves the right to terminate your Service should you tamper with the WiCarolina Equipment or use or modify it in a manner not authorized by WiCarolina. You also agree to keep the 911/E911 warning sticker that WiCarolina provides you when you order VoIP Phone Service on or near the applicable Equipment.

17. Intended Use of the Service.

(a) You may not reproduce, duplicate, copy, sell, provision, resell, rent, lease, lend, pledge, directly or indirectly transfer, distribute or exploit any portion of the Service without WiCarolina's prior written consent. You will not use the Service in a manner prohibited by any federal, state, or local law or regulation, and will abide by WiCarolina's Policies, which set forth additional rules that govern your activity in connection with the Service. Without limiting the foregoing, you may not use the Equipment or Service, or allow the Equipment or Service to be used, for any abusive purpose or in any way that damages WiCarolina's property or interferes with or disrupts WiCarolina's network or other users or subscribers. You may not attempt to circumvent user authentication or security of any host, network, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's session, by any means, locally or via the Internet. You may not use the Service or take any action that will result in excessive consumption or utilization of WiCarolina's system or network resources, or which may weaken network performance, or which adversely affects the performance of the Service for other WiCarolina customers, all as determined in WiCarolina's sole discretion. You agree not to access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches the Agreement and may constitute fraud or theft, for which WiCarolina, its affiliates, and their agents and suppliers reserve all rights and remedies.

(b) You agree not to use or attempt to use the Service, the WiCarolina network or website, or Equipment or any device for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: (i) Violating any applicable law or regulation; (ii) Posting or transmitting content you do not have the right to post or transmit; (iii) Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; (iv) Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortuous, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in our sole discretion; (v) Attempting to intercept, collect or store data about third parties without their knowledge or consent; (vi) Deleting, tampering with or revising any material posted by any other person or entity; (vii) Accessing, tampering with or using non-

public areas of the Service or any WiCarolina website or WiCarolina's computer systems and network; (viii) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (ix) Attempting to access or search the Service or any WiCarolina network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser; (x) Sending or attempting to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail", "junk mail" or "junk fax"; (xi) Using or attempting to use the Service or any WiCarolina website to send altered, deceptive or false source-identifying information; (xii) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any WiCarolina website; (xiii) Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any WiCarolina website, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any WiCarolina website; and/or (xiv) Impersonating or misrepresenting your affiliation with any person or entity. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your Premises, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading. In the event that WiCarolina detects excessive use by you, WiCarolina may restrict your access to WiCarolina's network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or terminate your Service. WiCarolina has the right but not the obligation to restrict any uses of the Equipment or Service that WiCarolina believes in its sole discretion violate the Agreement or applicable law.

(c) You also expressly agree not to use the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal calling patterns. In addition to your indemnification obligations under Section 40, you will defend, indemnify and hold WiCarolina, its affiliates, and their agents and suppliers harmless against any and all claims, losses, or liability arising under this Section 17. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

18. Third Party Services, Content and Materials Accessible on the Internet; Disclaimers, Cautions and Restrictions.

(a) We do not control, nor are we responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service. We may, but do not have to, block information, transmissions or access to certain information, services, products or domains to protect us, our network, the public or our users. We are not a publisher of any third-party content accessed through the Service, and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You access such materials at your own risk. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access any web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or

their compliance with them. If you elect to download into your equipment or otherwise enable any software, including any client-based software designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service. In no event, will WiCarolina, its affiliates, and/or their agents or suppliers be liable for any lack of privacy which may be experienced with regard to the Service. For additional information, please refer to our Privacy Policy applicable to you at www.wicarolina.com.

(b) You further acknowledge that there are materials and content on the Internet or otherwise accessible through the Service which may not be in compliance with all federal, state, and local laws and regulations, and which may be sexually explicit, offensive, or otherwise objectionable to you. WiCarolina assumes no responsibility for and exercises no control over the content or materials contained on the Internet or that is otherwise accessible through the Service. You access such materials at your own risk. If you decide to let minor children access the Service, WiCarolina strongly recommends that you supervise their usage.

19. Illegal and Fraudulent Activity. You acknowledge that WiCarolina may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. If we suspect violations of any of the terms and conditions of this Agreement or applicable law, we may, without prejudice to any other rights or remedies we may have: (i) institute legal action, (ii) immediately, without prior notice to you terminate the Agreement and the Service, (iii) terminate any other WiCarolina agreements between us and you and the applicable WiCarolina service(s) provided under those agreements, and (iv) cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations. Those who violate systems or network security requirements may incur criminal and/or civil liability. Your failure to provide reasonable cooperation may result in your liability for such violations.

20. Privacy; Monitoring the Service. WiCarolina is under no obligation to monitor the Service, but WiCarolina may do so from time to time. WiCarolina reserves the right to install, manage and operate one or more software, monitoring or other solutions designed to assist us in identifying and/or tracking activities that we consider to be illegal or violations of these Terms and Policies, including but not limited to any of the activities described in this Agreement. We may, but are not obligated to, in our sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information (including but not limited to emails and voicemails) that we consider to be actual or potential violations of the restrictions set forth in these Terms, including but not limited to those activities described in this Agreement and any other activities that may subject WiCarolina or its customers to harm or liability. WiCarolina, its affiliates, and their agents and suppliers disclaim any and all liability for any failure on its part to prevent such materials or information from being transmitted over the Service, the Equipment and/or into or through your equipment. You agree that WiCarolina may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, legal process or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect WiCarolina's

property or legal interests and those of its subscribers, and others or to ensure your compliance with the Agreement. For additional information, please see WiCarolina's Privacy Policy at www.wicarolina.com.

21. Use of Service and Equipment Outside the United States. WiCarolina may or may not support the use of its Equipment and Service by customers located in other countries. If your or any Users' removal of the Equipment from the United States violates any export control law or regulation, you will be solely liable for such violation and, in addition to your indemnification obligations under Section 40, you agree to defend, indemnify and hold WiCarolina, its affiliates, and their agents and suppliers harmless against any and all claims, losses, or liability arising under this section. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

22. Loss of Service Due to Power Failure. You acknowledge that the Service does not function in the event of power failure. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service.

23. Copyright/Trademark/Firmware/Software. The Service and Equipment and any firmware or software used to provide the Service, or embedded in the Equipment, or used in connection with the Service, and all Service, information, documents and materials delivered to you by WiCarolina or located on WiCarolina's website are protected by trademark, copyright and other intellectual property laws and international treaties. All names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of WiCarolina are and will remain the exclusive property of WiCarolina and nothing in the Agreement grants you the right or license to use any of such Marks. You acknowledge that you are not given any license to use any firmware or software under this Agreement. You agree that the Equipment is exclusively for use in connection with the Service. You will not use the Service except by means of the Equipment. If you decide to use the Service using equipment not provided by WiCarolina, you represent and warrant that you possess all required rights, including software and/or firmware licenses, to use that equipment with the Service and, in addition to your indemnification obligations under Section 40, you agree to defend, indemnify and hold WiCarolina, and its affiliates, and their agents and suppliers harmless against any and all liability arising out of your use of such equipment with the Service. The foregoing sentence will survive termination or expiration of the Agreement for any reason. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of any firmware or software used to provide the Service or used in connection with the Service.

24. Tampering with the Equipment or Service. You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from WiCarolina in each instance which WiCarolina may deny in its sole discretion. In addition, you will not service, alter, modify or tamper with the Equipment or with the Service, or permit any other person (unless authorized in advance by WiCarolina in writing) to do so.

25. Theft of Equipment or Service. You agree to notify WiCarolina immediately, in writing or by calling the WiCarolina customer support line, if the Equipment is stolen or if you become aware at any time that the Service is being stolen or fraudulently used.

26. Changes to the Agreement or Charges. We may change or increase any applicable charges for the Service or any other charges at any time, including without limitation, charges for international calling through the VoIP Phone Service. However, if we: (a) increase the charges for a Service and you would be charged a termination or similar fee to cancel that Service (except for increases as provided for under Section 3a), or (b) we modify a material term of our Agreement with you and the modification would be materially adverse to you, we will notify you of the increase or modification (as provided in Section 39) and you can cancel the affected Service without paying the termination or similar fee (which is your only remedy) by following the cancellation instructions in the notice. If you do not cancel the Service by following the instructions in the notice, then you agree to the increase or modification, even if you paid for Service in advance. If we increase charges for Service to which no termination or other fee to cancel service applies, we will notify you of the increase, but you will still be responsible for any termination fee applicable to any Service you may have if you cancel Service.

27. Service Distinctions. You acknowledge and agree that the Service is not a telephone service. Important distinctions exist between telephone service and the Service offering provided by WiCarolina. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies.

28. Back Up. You acknowledge that the installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer equipment and/or loss of software, files, data, or peripherals. You acknowledge that you are solely responsible for backing up all existing computer files by copying them to another storage medium prior to installation, maintenance, repair, or removal of the Equipment. Neither WiCarolina, its affiliates, nor their agents or suppliers will be liable for any loss of data or damage to hardware, software, or your Premises that occurs during installation of any Equipment or that results from any service performed on your computer in support of your Service.

29. Retention of Rights; Network Address Ownership. Nothing contained in this Agreement will be construed to limit WiCarolina and its affiliates' rights and remedies available at law or in equity. The internet protocol ("IP") addresses that WiCarolina assigns to you, including static IP addresses, are considered loaned to you, and not transferred or sold to you. You have no ownership or proprietary interest in such IP addresses. Such IP addresses will revert back to WiCarolina upon the termination of your Service for any reason, or earlier if such change in IP address is reasonably necessary in the conduct of WiCarolina's business. You will not assign to any other person the IP address assigned to you. You will not program any other IP address into the Equipment.

30. Credit Reporting Agencies. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history, as well as to enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. Upon receipt of adverse credit information about you at any time, WiCarolina reserves the right to suspend or terminate Service to you or require a deposit for Service, at our option.

31. Initial Term and Renewal Terms/Termination/Early Termination Fee. You will maintain Service for the duration of any minimum Initial Term (as set forth on the Order Form). If during the Initial Term or any Renewal Term (defined below) you decide to change to another WiCarolina plan with different rates or features or add VoIP Phone Service to your existing Wireless Internet Service, then you agree that WiCarolina may restart the Initial Term or any Renewal Term for the Wireless Internet Service, as applicable, from the beginning of such change in plan or addition of service. After any Initial Term, each applicable Service will automatically continue and will renew for additional consecutive one-year periods or such other periods as set forth on the Order Form (each a "Renewal Term"), unless terminated as provided in these Terms. You may terminate the Service at the end of the Initial Term or at the end of any Renewal Term, by contacting WiCarolina's Customer Service department as set forth at www.wicarolina.com and giving notice of termination at least sixty (60) days in advance of the next scheduled renewal date. In order for your notice of termination to be effective, you must provide notice in writing to WiCarolina at WiCarolina LLC, Attention: Customer Service Department, P.O. Box 2087, Walterboro, SC 29488, or such other addresses that WiCarolina may specify. Upon termination of this Agreement, unless you purchased the Equipment as provided above, you will be responsible for the costs and risks associated with returning the Equipment to WiCarolina. You must return all leased Equipment to WiCarolina in good working order, reasonable wear and tear excepted, in accordance with WiCarolina's return policy set forth at www.wicarolina.com. If you do not immediately return the Equipment in good working order, you agree and shall owe WiCarolina payment in an amount reflecting the full retail value of the Equipment. In such cases, you agree that WiCarolina may charge your Card account (if applicable) the foregoing amounts and to pay WiCarolina the foregoing amounts if a Cash Payment customer. Upon termination or expiration of this Agreement for any reason, WiCarolina and its suppliers reserve the right to delete any voicemails, data, files, electronic messages or other information stored on WiCarolina's or its suppliers' servers or systems. WiCarolina, its Affiliates and their agents and suppliers will have no liability whatsoever as the result of the loss of any such data, names or addresses or other information.

32. Termination/Discontinuance of Service. WiCarolina reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, either in whole or in part, at any time in its sole discretion. If WiCarolina discontinues providing the Service generally, or terminates your Service in its discretion (i.e., for a reason other than your or your Users' breach of this Agreement or your or your Users' improper use of the Service), you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of the Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, any violation set forth in this Agreement including any

attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any Policy of WiCarolina or of a third party provider to which WiCarolina is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus any Early Termination Fee set forth in these Terms, all of which immediately become due and payable. WiCarolina may, but is not required to, reactivate your Service after Service has been suspended or terminated in accordance with this subsection. BEFORE SERVICE MAY BE REACTIVATED, YOU MUST PAY TO WICAROLINA ALL PAST DUE AMOUNTS AND LATE PAYMENT FEES PLUS A REACTIVATION CHARGE PER ACCOUNT AND APPLICABLE TAXES. WiCarolina may modify the terms of Service before reactivating your Service and may require you to provide us with a deposit.

33. Default; Effect of Termination. You will be in default under the Agreement if you do not pay any sum when due, breach the Agreement or 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 shall remain responsible for payment of all charges and fees (including any Early Termination Fee) due under the Agreement (including charges incurred after a bankruptcy filing), which charges will be immediately due and payable. If you receive other services from WiCarolina, such as wireless broadband or other services, you must pay your bill in full for such services or your Service will be disconnected as well as any other services you had subscribed to from WiCarolina. If Service is suspended or cancelled for a failure to pay, you will lose all functions of the Service, including E911 and 911 dialing for the phone service. We have the right to discontinue Service and/or terminate the Agreement without prior notice if you default under the Agreement. WiCarolina may, but is not required to, reactivate your Service after Service has been suspended or terminated. Before Service may be reactivated, you must pay to WiCarolina all past due amounts and late payment fees plus a reactivation charge per account and applicable taxes. WiCarolina may modify the terms of Service before reactivating your Service and may require you to provide us with a deposit.

34. DISCLAIMER OF WARRANTIES AND DAMAGES.

(A) EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 6, 7, AND 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND EQUIPMENT ARE EACH PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WICAROLINA, ITS AFFILIATES, AND THEIR AGENTS AND SUPPLIERS DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AND THERE ARE NO CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INTERFERENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY, VIRUSES, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WICAROLINA, ITS AFFILIATES, AND THEIR AGENTS AND SUPPLIERS ALSO DISCLAIM ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR AGAINST INFRINGEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS, WRITTEN OR ELECTRONIC, OR BY ANY WICAROLINA EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY WICAROLINA. YOU ASSUME ALL

RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

(B) NEITHER WICAROLINA NOR ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS WARRANT THAT THE EQUIPMENT OR SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, WITHOUT DELAY OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING, INTERFERING OR DESTRUCTIVE PROPERTIES. WITHOUT LIMITING THE FOREGOING, THE QUALITY OF THE SERVICE MAY BE AFFECTED BY CONDITIONS WITHIN OR BEYOND OUR CONTROL, INCLUDING ATMOSPHERIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS, OVERALL NETWORK USAGE LEVELS, NETWORK SIGNAL QUALITY, USER AND THIRD PARTY EQUIPMENT PERFORMANCE, INCLUDING YOUR EQUIPMENT, INTERNET TRAFFIC LEVELS, AND OTHER FACTORS. WITHOUT LIMITING THE FOREGOING, WICAROLINA WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OUTSIDE WICAROLINA'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY FLOOD, FIRE, ACCIDENT, EMBARGO OR OTHER GOVERNMENTAL ACT OR DIRECTIVE, ABSENCE OF GOVERNMENTAL APPROVAL OR CONSENT, MATERIAL CHANGES IN APPLICABLE LAW OR REGULATION, OR DECREE OF ANY COURT, DELAY OR DEFECT IN DELIVERY BY SUPPLIERS, TRANSPORTATION DELAY OR UNAVAILABILITY, RIOT, WAR, ACT OF TERRORISM OR OF THE PUBLIC ENEMY, POWER OUTAGE, LABOR DISPUTE OR SHORTAGE, THIRD PARTY NETWORK PROBLEMS, ACTS OR OMISSIONS OF UNDERLYING CARRIERS OR OTHER THIRD PARTIES, OR ACTS OF GOD.

(C) SERVICE IS ONLY AVAILABLE WITHIN THE COVERAGE AREA OF THE WICAROLINA NETWORK, WHICH IS SUBJECT TO CHANGE WITHOUT NOTICE. YOU ACKNOWLEDGE THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, EQUIPMENT MODIFICATIONS OR UPGRADES, AND FOR OTHER REASONS WITHIN AND WITHOUT THE DIRECT CONTROL OF WICAROLINA. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICE FOR THE RECONSTRUCTION OF ANY LOST DATA OR FILES. WICAROLINA CANNOT AND DOES NOT GUARANTEE THE SECURITY OR INTEGRITY OF DATA TRANSMISSION OR STORAGE, PRIVACY, OR THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE DETECTED OR REMEDIATED BY THE SERVICE AND/OR EQUIPMENT. Some states do not allow the disclaimer of implied warranties, so the exclusions in this Section 34 may not apply to you in whole or in part.

35. LIMITATION OF LIABILITY.

(A) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WICAROLINA, ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS, OR THEIR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT, INCLUDING ACTS OR

OMISSIONS RELATED TO 911, E911 OR EMERGENCY DIALING, OR THE ABSENCE OR DISRUPTION THEREOF, OR UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY: (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO WICAROLINA FOR THE APPLICABLE SERVICE HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, PRODUCTS, OR RIGHTS; (III) FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET; (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND/OR LOST PROFITS; OR (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY USER'S DATA.

(B) THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 35 SHALL APPLY WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER BASIS, AND APPLY WHETHER OR NOT WICAROLINA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. IN ADDITION, THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 35 SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF YOU ARE DISSATISFIED WITH THE SERVICE OR EQUIPMENT OR IF YOU HAVE ANY OTHER DISPUTE WITH WICAROLINA, OR CLAIM AGAINST WICAROLINA, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ANY LIABILITY (IF ANY) WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE, LIMITED TO THE AMOUNT AND EXCLUSIONS SET FORTH IN THIS SECTION 35. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 35 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT FOR ANY REASON. 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.

36. Nature of the Service. WiCarolina Service utilizes, in whole or in part, the public Internet and third party networks. You acknowledge and understand that WiCarolina cannot and does not guarantee that the Service is secure, and we are not liable to you or any other party for any lack of privacy or security you experience while using the Service. WiCarolina is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you at www.wicarolina.com for additional information.

37. Place of Primary Use. In order to determine which jurisdiction's taxes and other assessments to collect, federal law may require WiCarolina to obtain your Place of Primary Use ("PPU"), which must be your residential street address (if the Service is primarily for personal use) or your business street address (if the Service is primarily for business use). This address must be within the coverage area for the Service. You agree that the street address listed on your Service Order is your PPU. You agree to notify WiCarolina promptly of any change to your PPU.

38. Complaint Resolution/Notices. In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact WiCarolina Customer Service as set forth at www.wicarolina.com. WiCarolina may require you to describe the matter in writing. Written notices to you will be effective three (3) days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying us of any changes in your address. Written notice to WiCarolina will be effective when directed to WiCarolina's Customer Service Department and received at the address set forth at www.wicarolina.com. Except as provided in these Terms, notices must be in writing to be effective. Notices sent by e-mail to you at the e-mail address stated in the Order Form will constitute written notice.

39. Amendments. Subject to applicable law, WiCarolina may in its sole discretion amend any part of the Service or provision of the Agreement. WiCarolina will provide notice to you of any material modification. Such notice will be effective by posting it on the WiCarolina website at www.wicarolina.com or on another web site about which you have been notified, or by sending notice via e-mail, first class U.S. postal mail, or overnight mail to your physical address of record or the e-mail address on WiCarolina's account records. You agree that any one of the foregoing will constitute sufficient notice. If you do not agree to a modification that is materially disadvantageous to you, you may terminate the Agreement by written or e-mail notice as provided in these Terms within twenty (20) days of the date we send our notice, and you will not be charged any Early Termination Fee. If you use the Service or make any payment to us after WiCarolina provides notice as specified above of a material modification, and do not provide termination notice to us within the specified time period as provided in these Terms, you agree to that change, retroactive to the announced effective date of the modification. Without limiting the foregoing, WiCarolina may revise any Policy at any time, and such revisions will be effective immediately upon posting on WiCarolina's website, or providing written notice, whether electronic or otherwise, to you.

40. Your Indemnification Obligations. You will defend, indemnify, and hold WiCarolina, its affiliates, and their directors, officers, employees, agents, and shareholders and any other service provider or supplier (collectively, the "WiCarolina Parties") harmless against any and all claims, losses, damages, and liabilities sustained by the WiCarolina Parties resulting from, arising out of the Agreement, the Service, the Equipment, including, but not limited to, the lack of 911 or E911 dialing or dialing associated with Non-Voice Systems, any breach or non-fulfillment of any representation, warranty, or covenant by you set forth in the Agreement or from your use or misuse of the Equipment or the Service. You agree that WiCarolina Parties shall not be responsible for any third-party claims against WiCarolina Parties that arise in connection with the Service, the Equipment or any of your equipment, or any use of any of the foregoing. You also agree to reimburse WiCarolina Parties and pay WiCarolina Party's reasonable attorneys' and expert witness fees and costs related to defending such claims and related to enforcing the Agreement, including any such fees incurred in connection with any appeal. This section will survive termination or expiration of the Agreement for any reason.

41. Assignment and Successors in Interest. All of the provisions of the Agreement will be binding upon, inure to the benefit of, and be enforceable against you, your Users, and your and their respective successors and permitted assigns. Except as specifically stated herein, neither the Agreement nor any of your or WiCarolina's rights, interests, or obligations may be assigned or delegated by you without the prior written consent of WiCarolina. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, WiCarolina may assign or otherwise transfer its rights and obligations under the Agreement without restriction.

42. Notices and Procedure for Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. Note that inquiries relevant to the following procedure only will receive a response. [Click here for Notice and Procedure for Making Claims of Copyright Infringement.](#)

43. Other Agreements or Warranties. Other services (such as WiCarolina HotSpot) or products may come with separate written terms or conditions and warranties that govern their use or purchase. Please see those other agreements or warranties for your rights and duties regarding such use.

44. Signing Authority; Authorized User. You acknowledge that you are of legal age, have received a copy of the Agreement and have read and clearly understand the terms of the Agreement and, if activating on behalf of a corporation or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person you authorize to access your account, or to use the Equipment and the Service.

45. Entire Agreement/Severability. This Agreement, including the Order Form, the Terms, your Service Plan, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and Equipment and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

46. ARBITRATION; CHOICE OF LAW; STATUTE OF LIMITATIONS; JURY WAIVER. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THE AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO WICAROLINA UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT. THE SOLE PLACE FOR ARBITRATION WILL BE COLUMBIA, SOUTH CAROLINA, UNLESS THAT LOCATION IS PROHIBITED

BY LAW, IN WHICH CASE THE ARBITRATOR WILL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, YOU AND WICAROLINA WILL EACH BEAR THEIR OWN EXPENSES, INCLUDING ATTORNEYS' FEES, EXCEPT THAT PAYMENT OF THE FEES AND EXPENSES OF THE ARBITRATOR WILL BE GOVERNED BY THE RULES OF THE AAA. THIS DUTY TO ARBITRATE AND THE PROVISIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO RIGHT OR BASIS FOR CONSOLIDATION, CLASS TREATMENT OR CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY (SUCH AS A PRIVATE ATTORNEY GENERAL) OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY WICAROLINA. THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND WICAROLINA AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THE AGREEMENT WILL PREVENT WICAROLINA FROM SEEKING CONSERVATORY, PROTECTIVE OR INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY COURT OF COMPETENT JURISDICTION.