



### MOBILE WIRELESS CUSTOMER AGREEMENT

### **ACCEPTANCE**

By accepting this agreement, Customer is bound by its conditions. It will apply to Customer's mobile wireless service including all existing calling plans. THIS AGREEMENT STARTS WHEN ACCEPTED BY CUSTOMER. Acceptance is given when any of the following occur:

- Customer provides a written or electronic signature.
- Customer orally notifies Company of Customer's acceptance.
- Customer activates a service through his/her wireless phone.
- Customer uses a service after making any change or addition when Customer has been told that the change or addition requires acceptance.

#### **TERM**

Unless otherwise indicated the minimum contract period is two years from the date service or additions to service are established. Periods of suspension of service don't count towards fulfillment of the minimum term. After completion of the minimum term Customer will become a month-to-month customer under this agreement. If the agreement is terminated prior to completion of the minimum term either by customer choice or by the Company for good cause an early termination fee will be due. The early termination fee is \$150 per handset, which will be reduced by \$5 for each full month of service counted toward the minimum term.

#### PAYMENT

Payment is due in full as stated on Customer's bill. If full payment is not received when due, Company reserves the right to charge the maximum interest rate allowed by South Dakota law and may suspend or terminate Customer's service.

## **RIGHT TO MAKE CHANGES**

Service is subject to Company's business policies, practices, and procedures which can change without notice. Unless otherwise prohibited by law, Company can also change prices and any other conditions in this agreement at any time by sending written notice prior to the billing period in which the changes would go into effect. If Customer chooses to use the service after that point then Customer is accepting the changes.

### SERVICE SUSPENSION/MAINTENANCE

Company may from time to time suspend service for routine maintenance for a short period of time. Any Company liability resulting from a service suspension shall be determined in accordance with Limitation of Liability within this agreement.

### LIMITATION OF LIABILITY

COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. Any Company liability to Customer for any damages of any kind under this agreement shall not exceed, in amount, a sum equivalent to the applicable pro-rated out-of-service credit. No Warranties. THERE ARE NO WARRANTIES. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If any of customer's equipment requires modification or reprogramming to make it compatible with Company provided service, Company shall not be liable for any applicable costs associated with modifications or reprogramming charges.

### **FORCE MAJEURE**

If Company's performance of any obligation under this agreement is prevented, restricted or interfered with by causes including failure or malfunction of customer-supplied equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Company shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Company shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

### **DISPUTES**

Notwithstanding any other provisions of this agreement, the terms of this agreement are subject to the jurisdiction of the South Dakota Public Utilities Commission for the purpose of resolving any complaints and/or disputes regarding service quality and billing related matters. For all such matters, subscribers may choose to bring a complaint before the South Dakota Public Utilities Commission or be subject to mandatory arbitration.

# ABOUT THIS AGREEMENT

A waiver of any part of this agreement in one instance isn't a waiver of any other part of any other instance. Customer may not assign this agreement or any rights hereunder. Company may assign all or part of this agreement or Customer's debts to another Company without notice, and Customer agrees to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED WHEN SENT BY EMAIL OR FAX TO ANY EMAIL OR FAX PROVIDED BY CUSTOMER OR 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS. If any part of this agreement is held to be invalid that part may be severed from this agreement. This agreement forms the entire agreement between the parties regarding mobile wireless services.