

## **Randolph Wireless Terms and Conditions**

### **5-DAY RETURN POLICY**

Any Randolph Wireless handset or accessory purchased from Randolph Wireless can be returned within 5 business days from the date of purchase. Guidelines: (1) An original receipt is required for the return to be eligible. (2) Handset must be returned in the original box with accessories and manuals included to receive a full refund. (3) A restocking fee of \$25.00 will be assessed if all parts are not returned in like new conditions in their original packaging. (4) Handsets and accessories that are damaged are not eligible for refund. (5) The 5-Day return Policy is for equipment only. (6) We will credit your credit card or mail a refund check within 90 days pending verification of original payment. (7) Reconditioned phones are previously used phones reconditioned for resale. ALL SALES ARE FINAL on reconditioned phones. No returns, no refund, no exchanges.

### **RETURNED CHECKS**

All returned checks are subject to a \$25.00 returned check charge which will be added to the Customer's bill. Customer will be liable for the replacement of funds in the form of Cash, Money Order, Certified Funds, or Credit Card. No check replacement will be allowed.

### **TERMS AND CONDITIONS OF SERVICE**

**1. Introduction.** This document contains the terms and conditions on which Randolph Wireless or one of its licensed partners (as applicable, The Company) will provide you, the user, with digital wireless communications services and a handset. By using your handset or other equipment with the Network you agree (for yourself and any other person you allow to use your handset, SIM Card, other equipment, or the Network on the Company's services) to be bound by these terms and conditions, which constitute an agreement between you and the Company. The Company may change these terms and conditions by giving you at least 10 days written notice at your billing address. You agree to be bound by those changes unless you cancel your services in writing prior to the effective date of such charges.

### **Your Wireless Phone**

Your wireless phone is any device you use to receive our wireless voice or data service. It must comply with Federal Communications Commission regulations and be compatible with our network and your Calling Plan. Whether you buy your wireless phone from us or someone else is entirely your choice. At times we may change your wireless phone's software, applications or programming remotely and without notice. This could affect data you've stored on, the way you've programmed, or the way you use, your wireless phone. Your wireless phone may also contain software that prevents it from being used with any other company's wireless service, even if it's no longer used to receive our service.

### **Your Wireless Phone Number and Caller ID**

You don't have any rights in any personal identification number, email address, or identifier we assign you. (We'll tell you if we decide to change or reassign them.) The same is true of your wireless phone number, except for any right you may have to port it. Your wireless phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing \*67 before each call, or by ordering per-line call blocking (dialing \*82 to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers.

### **How Service Works**

Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, your wireless phone, and other conditions we don't control may also cause dropped calls or other problems.

### **Directory Information**

We don't publish directories of our customers' phone numbers. We don't provide them to third parties for listing in directories, either.

## **Your Privacy**

We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. (This doesn't include your name, address, and wireless phone number.) Except as provided in this agreement, we won't intentionally share personal information about you without your permission. We may use and share information about you: (a) so we can provide our goods or services; (b) so others can provide goods or services to us, or to you on our behalf; (c) so we or our affiliates can communicate with you about goods or services related to the ones you already receive (although you can call us any time if you don't want us to do this); (d) to protect ourselves; or (e) as required by law, legal process, or exigent circumstances. In addition, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our calls with you.

## **If Someone Steals Your Wireless Phone**

If someone steals your wireless phone, notify us. If we haven't given you a courtesy suspension of service and monthly fees within the prior year, we'll give you one for 30 days, or until you replace or recover your wireless phone, whichever comes first. Until we grant any suspension, you may be responsible for all fees and charges. You'll need to provide us a sworn statement about the theft if we ask for one.

**2. Activations; Deposits.** Your handset has been preprogrammed to work only with the Company's Network, and to work on a roaming basis with compatible networks of other service providers that have an agreement with the Company. In order to activate your account, you will be asked to provide certain personal information (including credit card information) and to select a rate plan. A service charge may be imposed if you elect to change your rate plan. You agree that any information you give will be truthful and accurate, and that the Company may verify your credit. The Company may at any time require you to pay a deposit or to make prepayments on your account to activate or continue service. The Company may apply your deposit against any amounts owed by you to the Company that are not paid when due. Your deposit will not bear interest. Any balance of your deposit (1) will be applied to your account after the first consecutive twenty-four month period in which there are not disconnects for non-pay, no more than 2 late payments and no returned checks or (2) will be refunded upon termination of your services and payment of your final bill and early cancellation fee, if applicable.

**3. Use of Services.** You agree to use your handset and the Company's Network and services for lawful purposes only. You agree to safeguard your handset and not to allow any unauthorized person to use your equipment. You agree to be responsible for payment for all calls made or received using your handset, including all charges by service providers other than the Company, such as long distance carriers and other carriers who provide services outside the Company's coverage area. You agree not to, and not to allow any other person to, directly or indirectly, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of your handset Card. The Company may, from time to time, remotely update or change the encoded information on your handset. You do not acquire any rights to any phone number(s) assigned by you by the Company and the Company reserves the right to change such number(s) upon prior written notice to you.

**4. Billing and Payment.** Each month the Company will bill you in areas for your service charges and fees in accordance with your selected rate plan, along with applicable taxes, surcharges, and other exactions imposed by or for any municipal or other political authority against the Company. In calculating your usage charges, the length of each call made or received will be rounded up to the nearest minute and will be measured from the time when you press the handset key to initiate or answer the call. You agree to pay all billed charges in full no later than the due date indicated on the bill. All amounts not paid when due will be subject to a late fee of 1% of the past due balance for the each month or partial month such amounts are past due. You agree to be responsible for all costs incurred by the Company (including reasonable attorneys' fees and collection agency charges) to collect any past due amounts. All amounts billed by the Company will be deemed conclusively correct unless you object in writing within 30 days after the date the Company bills you for such amounts. Pending the resolution of any billing dispute, you agree to pay any disputed amounts as set forth in this paragraph.

### **Roaming and Roaming Charges**

You are "roaming" whenever you make or receive a call using a transmission site outside your home rate and coverage area, or using another company's transmission site. Your wireless phone may sometimes connect to and roam on another company's network even when you're within your home rate and coverage area or local calling area. There may be extra charges (including charges for long distance, tolls, or calls that don't connect) and higher rates for roaming calls, depending on your Calling Plan.

**5. Credit for Service Interruptions; Limitation of Warranties.** The Company will use good faith efforts to provide continuous and satisfactory service in its designated coverage areas. However, services may be temporarily interrupted because of weather conditions, governmental orders, system modifications or repairs, system capacity limitations, security measures, equipment malfunctions, etc. If you notify the Company of a service interruption, the Company will credit Your account an amount equal to 1/30 of your monthly access charge for each full 24-hour period (beginning with such notice) that your service remains interrupted, unless such interruption is caused by an act of God or other reason beyond the Company's direct control. YOU AGREE THAT SUCH A CREDIT WILL BE YOUR EXCLUSIVE REMEDY IN RESPECT OF ANY INTERRUPTION OF OR DEFECTS IN THE SERVICE, REGARDLESS OF CAUSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE NETWORK, ANY SERVICE OR EQUIPMENT OR THE COMPANY'S PROVISION THEREOF. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY SERVICE PROVIDED BY ANY PERSON OTHER THAN THE COMPANY.

### **Disclaimer Of Warranties**

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR WIRELESS PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

**6. LIMITATIONS OF LIABILITY.** You acknowledge that alternative and comparable communications services are available from other service providers and that the Company's rates are based on the following limitations of the Company liability. IN NO EVENT WILL THE COMPANY BE LIABLE, UNDER ANY LEGAL THEORY, FOR LOST BUSINESS, PROFITS OR REVENUES. DAMAGE, ACCIDENT, INJURY TO PERSON OR PROPERTY (INCLUDING DEATH) OR ANY OTHER LOSSES; CLAIMS OR DAMAGES, INCLUDING ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, YOUR (OR ANY OTHER PERSON'S) USE OF YOUR SERVICES OR THE COMPANY'S PROVISION OR FAILURE TO PROVIDE OR MAKE AVAILABLE SUCH NETWORK OR SERVICES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO YOU EXCEED THE GREATER OF \$500.00 OR THE TOTAL CHARGES PAID TO THE COMPANY BY YOU DURING THE MONTHLY TERM OF THIS AGREEMENT IN WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY FIRST OCCUR.

**7. General Provision.** If any provision (or part thereof) in this document, the contract, or the addendum (the latter two provided to you at the time of sale) is held unenforceable by any arbitrator, court or tribunal, the other provisions (or parts thereof) of this agreement will remain in full force and effect. The failure of either party to exercise any rights or remedy will not be deemed a waiver unless expressly waived in writing, and any such waiver will not be a waiver of any other right or remedy or of that same right or remedy with respect to other events.

**8. Termination.** This agreement will have an initial term equal to the commitment period specified on the signature page of your contract (or for one month in the case of noncommitment plans), and unless otherwise terminated as provided herein, shall renew on a month-to-month basis. Notwithstanding the previous sentence, the Company may terminate or suspend your service at any time and without notice or liability if you breach any of your obligations or representations hereunder, are named as a debtor in any bankruptcy proceeding, or have reached any applicable credit limit imposed on your account. The Company may terminate your service at

any time if your equipment or use of all the Network interferes with the Network or any other user. Termination or non-renewal will not affect your obligation to pay all charges incurred before such termination or non-renewal. Reactivation of any account suspended or termination for any reason will be at the discretion of the Company and will be subject to the payment of the Company's reactivation charge then in effect. The provisions of this agreement will survive any termination or non-renewal of this agreement to give effect to the terms hereof.

**9. Liquidated Damages.** You acknowledge and agree that cancellation or termination of this agreement prior to the expiration of the agreed upon services commitment period of any renewal thereof by you, or by the Company for reasons of your default, will result in damages and loss of profits to the Company which are difficult or impossible to determine exactly. Accordingly, the parties agree that in the event of any such early cancellation or termination of the agreement, you shall thereupon pay to the Company on demand as liquidated damages and not as a penalty (in addition to amounts payable under paragraph 4 above) an amount equal to the liquidated damages calculated in accordance with the formula set forth on contract.

**10. Independent Arbitration (Please read this paragraph carefully. It affects rights that you may otherwise have).** (a) You and the Company (We) will use our best efforts to settle any dispute or claim arising from or relating to this agreement. To accomplish this, We will negotiate with each other in good faith. If We do not reach agreement within 30 days, instead of suing in court, We agree to arbitrate any and all disputes and claims (including but not limited to claims based on or arising from all alleged tort) arising out of or relating in any way to this agreement, or to any prior agreement for products or services between us or any of our affiliates or predecessors in interest. (b) Notwithstanding the provisions of paragraph (a), no claim or dispute shall be submitted to arbitration if at the time of the proposed submission such dispute or claim involves an attempt to collect a debt owned to the Company by you. (c) The arbitration of any dispute or claim shall be conducted in accordance with the wireless industry arbitration rules (WIA Rules) as modified by this agreement and as administered by the American Arbitration Association (AAA). The WIA Rules and fee information are available from the Company or the AAA upon request. (d) We acknowledge that this agreement evidences a transition in interest commerce and that the United States Arbitration Act and Federal Arbitration Law shall govern the interpretation and enforcement of, and proceedings pursuant to, this or a prior agreement. (e) Unless We agree otherwise, the location of any arbitration shall be in the city where the Company's mobile switching center for your access number is located. (f) We agree that no arbitrator has the authority to: (1) Award relief in excess of what this or a prior agreement provides; (2) Award punitive damages or any other damages not measured by the prevailing party's actual damages; or (3) Order consolidation or class arbitration. (g) Except as otherwise provided herein, all fees and expenses of the arbitration all be equally borne by you and the Company. (h) The Arbitrator(s) must give effect to the limitations on the Company's liability as set forth in this or a prior agreement, any applicable tariff, law, or regulation. (i) In any arbitration utilizing the rules applicable to large/complex cases, as defined under the WIA rules, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party must have the award reviewed in accordance with the review procedures set forth in the WIA rules. (j) You agree that you and the Company are each waiving their respective right to a trial by jury. You acknowledge that arbitration is final and binding and subject to only very limited review by a court. If for some reason this arbitration clause is at some point deemed inapplicable or invalid, We agree to waive, to the fullest extent allowed by law, any trial by jury. In such case, a judge shall decide the subject dispute or claim. (k) You, the company and Arbitrator(s) shall not disclose the existence, content, or results of any arbitration. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **CHANGES TO TERM, CONDITIONS, RATES, FEES AND CHARGES**

Randolph Wireless may increase, reduce, or otherwise change any terms, conditions, rate, fees and charges regarding your service at any time. This includes without limitation, rate plans, features, billing practices, late charges, Termination Fees and all other terms and conditions of service including these Terms and Conditions. Randolph Wireless will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) either in your monthly bill or separately. You understand and agree the State and Federal Universal Service fees and other such governmentally imposed assessments, fees and surcharges, whether or not assessed directly upon you, may be increased based upon the government or Randolph Wireless calculations.