

## Appalachian Wireless Terms and Conditions

All services provided by Appalachian Wireless (the “company”) are subject to these Terms and Conditions (“T&C”), including but not limited to Nationwide Plans, Appalachian Advantage, Data-Only Plans, Forward Pay, Prepaid, and all other services (the “Service”). If you activate, use, or pay for any Service, you are accepting the T&C unconditionally. If you do not wish to accept the T&C, you may not activate or use the Service.

**LIMITS OF LIABILITY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INTERRUPTIONS OR DELAYS IN TRANSMISSION, OR FOR ERRORS OR DEFECTS IN TRANSMISSION, OR FOR FAILURE TO TRANSMIT WHEN ANY SUCH PROBLEMS ARE CAUSED BY ACTS OF GOD, FIRE, WAR, RIOT, GOVERNMENT AUTHORITIES OR BY CAUSES BEYOND OUR CONTROL. THE COMPANY WILL NOT BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES, AND NO CREDIT ALLOWANCE WILL BE GIVEN FOR INTERRUPTIONS CAUSED BY YOUR NEGLIGENCE OR BY YOUR WILLFUL ACTS, OR FOR INTERRUPTIONS CAUSED BY FAILURE OF SERVICE OTHER THAN THE COMPANY’S SERVICE, OR EQUIPMENT FAILURE OF ANY KIND. IF SERVICE IS EVER INTERRUPTED FOR MORE THAN TWENTY-FOUR (24) HOURS IN A GIVEN MONTHLY BILLING PERIOD DUE TO THE COMPANY’S NEGLIGENCE OR BREACH OF THIS AGREEMENT, THE COMPANY MAY MAKE A CREDIT ALLOWANCE, AFTER YOUR REQUEST. IN THE FORM OF APPROPRIATE ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO YOU. IN NO CASE SHALL THE CREDIT EXCEED THE MONTHLY BILLING PERIOD SERVICE CHARGE. THIS IS THE COMPANY’S COMPLETE LIABILITY TO YOU FOR INTERRUPTION OF SERVICE. THE COMPANY DISCLAIMS ALL LIABILITY FOR INTERRUPTIONS OF SERVICE ON ANY SYSTEM THAT IS NOT THE COMPANY’S.**

**Entire Agreement.** Your use of the Service is subject to the following: the T&C; the Service Agreement, if any; applicable policies and disclosures referenced in this Agreement and/or available at AppalachianWireless.com; any other written agreements that may apply, executed by both parties (together, the “Agreement”). This Agreement contains the entire agreement between the company and you for service hereunder, and you acknowledge that you are not relying on any prior or contemporaneous agreement, understandings, representations, negotiations or contracts, verbal or written, made by the company, or any of its employees, representatives, sales agents, or affiliates other than expressly stated in writing in this Agreement.

**Assignment.** The company may assign in whole or part its rights or duties under this Agreement without notice to you and upon such assignment the company shall be released from all liability hereunder. You may assign this agreement only upon prior written consent of the company. Subject to this restriction, this Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors and assignees of the respective parties.

**Availability.** Service is available to your equipment only when it is within the operating range of Appalachian Wireless’ system. You understand that Service may be interrupted, delayed or limited due to transmission limitations caused by atmospheric or topographical conditions, or due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, relocations, repairs and similar activities necessary or appropriate for the proper operation of the Service.

**Billing and Payment of Charges.** You are responsible for payment of all charges, including applicable taxes and surcharges for Services furnished including usage charges(which are in addition to regular monthly service charges) for all calls made by you or received by you on the unit, including any applicable landing excess charges and toll charges resulting from the origination of calls to points outside Appalachian Wireless’ local calling area charges from other cellular telephone companies for services used by you in their local calling area. Monthly charges for system access and for any optional unit or Service features selected by you are billed one month in advance with charges prorated (if necessary) for beginning and ending months of service. Payments are delinquent if not received by Appalachian Wireless by the due date shown on the monthly invoice. If not paid by the due date, your unit will be subject to blocking of service (hotlining) and service will be returned only after you contact the company.

Any disputed amount on the bill should be brought to the attention of Appalachian Wireless within thirty (30) days of the bill date. Appalachian Wireless will charge a late fee of 1½ % per month, or the highest interest rate permitted by law, whichever is less, on any amount not paid when due, prorated on a day to day basis for each day such payment is overdue. Appalachian Wireless may, to the extent permitted by applicable law, charge you a returned check fee of fifty dollars (\$50.00) for any check returned for any reason. You agree to reimburse Appalachian Wireless for its cost, including reasonable attorneys’ fees, collection fees and similar expenses incurred by the company in enforcement of any right or privilege under this Agreement. Appalachian Wireless reserves the right to apply your payment of funds hereunder against any amount due and owing from you to the company. You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provided to use. Methods of contact may include using prerecorded/artificial voice messages and/or use of an automated dialing device, as applicable.

**Deposits.** Appalachian Wireless may require a deposit from you to guarantee payment of charges for Service and may increase or decrease the amount of the deposit based on your current estimated monthly charges and payment history. However, a deposit is not a prepayment of charges. Appalachian Wireless has the right to apply all or part of the deposit toward any amount due and owing from you upon request from Appalachian Wireless; you must pay the amount necessary to maintain your deposit at the limit established by Appalachian Wireless. Appalachian Wireless will pay simple interest as determined by the company on the deposit from the date received until it is returned to you or applied against outstanding charges. At the one-year anniversary date, your account will be evaluated and the company will return the deposit to you if all payments for twelve (12) months have been made on time. If Appalachian Wireless determines that a deposit is no longer necessary, or if this Agreement is terminated, Appalachian Wireless will refund the deposit by applying it against any charges due and owing. Any remaining credit balance will be returned to you by check.

**Directory Assistance.** To reach directory assistance you must dial 411 or XXX-555-1212. Charges for directory assistance may vary by location; it may include roaming and/or long distance charges.

**Early Termination Fee (if applicable).** The early termination fee is prorated for each month served during your service agreement. If you wish to buy out this contract early and renew service, you may choose to do so.

**Feature Requirements.** All smartphones, tablets, hotspots, and connected devices require a data plan in addition to a monthly access fee. If device is not on a shared data plan with other devices, then a stand alone data plan will be required.

**Governing Law and Regulations.** This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by applicable federal law, the regulations of the FCC, the laws and regulations of the state where Service is provided and by any tariff filed by the company pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.

**Notice of Changes.** Appalachian Wireless may change any terms, conditions, rates, fees, expenses, or charges at any time. We will provide you with advance written notice of material changes (other than changes to governmental fees and taxes) either in your monthly bill or separately. You understand and agree that governmentally imposed fees may be increased based upon the government's or our calculations without notice. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE, ONLY IF YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER DELIVERY OF THE CHANGE NOTICE. OTHERWISE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE CHANGE. Any changes to the T&C may also be found at [AppalachianWireless.com](http://AppalachianWireless.com).

**Lifeline.** Appalachian Wireless will verify eligibility for continued benefits annually. Lifeline is a government benefit program that provides discounts on a monthly telephone service for eligible low-income subscribers to help ensure they can connect to the nation's communications networks. Eligible low-income subscribers may receive a Lifeline discount on either a wireline or a wireless service, but may not receive a Lifeline discount on both services at the same time. The National Lifeline Accountability Database (NLAD) will be utilized to prevent duplicate benefits and verify eligibility.

**Night/Weekend Minutes.** For some plans, the per minute rate may be determined by the time of day the call is placed. Please refer to the Plan brochure for night and weekend hours for your specific plan.

**Plan Usage Requirements.** Appalachian Wireless reserves the right to automatically migrate you to a higher monthly rate plan or terminate your service within 30 days of a written notice if you use more than 50% of your accounts overall usage minutes and/or data outside the Appalachian Wireless network in each of three consecutive billing cycles.

**Privacy of Your Cellular Phone.** Cellular systems use radio channels to transmit voice and data communications over a complex network. Complete privacy of your conversations on the cellular system cannot be guaranteed. Please see Appalachian Wireless' Privacy Policy at [AppalachianWireless.com](http://AppalachianWireless.com).

**Rate Plans and Calling Area.** Your price plan brochure explains the rate plans and calling areas for calls that are included in your monthly access charge and will determine when and what charges apply for toll, local and nationwide calling. Appalachian Wireless defines local and nationwide calling area boundaries; these are subject to change. Subscribers must reside in the Appalachian Wireless licensed market area to qualify for Service. Please refer to [AppalachianWireless.com](http://AppalachianWireless.com) for more information if desired.

**Roaming.** Calls made or received outside your price plan's calling area are considered "roaming" calls. Your price plan brochure will assist you in determining when roaming charges apply. Airtime minutes used while roaming are not part of your plan's monthly minute allowance, unless your price plan specifies otherwise. Minutes used and/or charges incurred while roaming may not appear on your bill during the month in which you roamed due to the required processing time, and therefore, may not be matched against the applicable included minutes during the month in which the calls were actually made. Automatic roaming availability may be restricted in certain areas to prevent fraud.

**Toll and Long Distance Charges.** You may incur toll or wireless long distance charges when you're in a home calling area determined by your price plan and place a call outside that area, unless your price plan states otherwise. As with all wireless calls, these charges are based on your location at the start of the call and do not change even though you may move to a local area during that call.

**Use of Service.** Service is furnished for your use only. You have no property or ownership rights in your Service, and Appalachian Wireless may change and reassign your number assignment from time to time upon written notice to you. Each number can only appear in one cellular unit and serial number. You are responsible for ensuring that the unit is technically and operationally compatible with the system and in conformance with applicable Federal Communications Commissions (FCC) rules and regulations. You will not use the unit or the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to Appalachian Wireless' business reputation, employees, facilities, or to third party or the public generally. If your use of the unit or the Service is unlawful or adversely affects the Service provided to other customers, Appalachian Wireless reserves the right to terminate Service without notice.

**Your copy.** By proceeding with activation of, use of, or payment for the Service, you represent and warrant to the company that you are of legal age, acknowledge that you have received a true copy of this Agreement and have read and clearly understand the terms of this Agreement, and if proceeding on behalf of a corporation or other entity, are fully authorized to proceed on behalf of such entity. The party proceeding on behalf of any entity, by acceptance hereof, agrees to individually be jointly and severally liable for all charges due the company pursuant to this Agreement.