

Internet Service Agreement and Acceptable Use and Open Internet Policy

This Internet Service Agreement (“Service Agreement”), together with your rate or service plan (“Plan”), the Application you completed, any Retail Installment Contract you signed, and any Customer Agreement between the customer (“I,” “my,” “Customer” or “You”) and Pine Telephone Company, Inc., Pine Cellular Phones, Inc., Broken Bow TV Cable Company, Inc. or Pine Rural TV Cable Company, as applicable (collectively “PINE,” “We” or “Us,”) relating to Internet access service (“Service”) that PINE may implement and/or revise from time to time, create the entire agreement (“Agreement”) between You and PINE for the provision of PINE’s Service, whether by wire, radio, or fiber optic cable. Your usage of this Service or by anyone using the Service must at all times be in accordance with this Service Agreement, and your Cellular GSM Customer Agreement or Fixed Wireless Broadband Service Agreement.

1. **CHANGES TO PINE’S POLICIES AND AGREEMENT.** PINE may change the Agreement on not less than thirty (30) days written notice to you by email, bill message, or by United States mail. Policies may be changed without notice. Your use of, or payment for, PINE Service after the effective date of any change in the Agreement terms or a change in policies shall constitute your acceptance of, and agreement to, such change. Stopping using our Service, however, will not relieve you of any outstanding obligations you may have under any Customer Agreement. In the event of any conflict between any of this Service Agreement and any other documents and agreements with us, the provisions of this Service Agreement shall govern. In the event of any conflict between the provisions of these Terms and Conditions of Service and any other policy of PINE, the provisions of these Terms and Conditions of Service shall govern.
2. **SERVICE CHARGES AND BILLING.** You will be charged for your Service at the rates set forth in your Plan, including a monthly charge and, in some cases, usage or overage charges. If you use your phone out of the U.S., you may be charged international rates for all calls and data usage, which can be very high. In addition to monthly service and usage charges, the following apply:
 - a. Unless I previously selected paper billing only, **I am consenting to receive my PINE bill electronically and will not receive a paper bill.** I can review my paperless bill by accessing my account at www.pinecellular.com or by following the paperless billing instructions sent to me by e-mail or text message. I may print a paper copy of my paperless bill for free online. I may cancel paperless billing at any time and receive a paper bill by going to the billing tab in my account application on my device, by going to my PINE account at the address above, or by contacting customer care. **If I select paper billing, I will be charged the paper billing fee,** which is specified in my Plan. I can read the Paperless Billing Terms & Conditions at www.pinecellular.com.
 - b. **Taxes and Telco Recovery Fees.** I will be charged a monthly Telco Recovery Fee ("TRF"), which will typically be a percentage of the service portion of my bill or a part of my bill (not including billing for equipment) to cover our costs in administering and remitting amounts due under federal and state telephone company and wireless programs. The TRF is not a government required tax or charge. The TRF amount may change from time to time, upon notice in accordance with the Service Agreement change provisions in Section 1, above. We will also bill and collect for all applicable taxes on service and equipment, such as sales, utility and 911 taxes; and any applicable state or federal fees or surcharges, such as telecom relay service and universal service fees, in the amounts set by the government which may change without notice. Taxes and government fees or surcharges will be passed through to you on your bill as allowed or required by government regulations. You may learn the amounts and components of our TRF and tax pass-throughs that apply today in the future for your locality and for your services by going to our website or contacting our business office. My first service cycle may start several days after my activation.
 - c. **I understand I may be unable to switch to a different Rate Plan or other service and that if I switch, I may be bound by my existing or an extended service contract term (including early termination provisions and fees) and/or charged a migration fee of up to \$200 per line. A service charge of \$125 will be added to the final bill if all equipment, including the modem, is not returned to Pine in working order.**
3. **CREDIT CHECK AND REPORTING.** I authorize PINE and its agents to obtain information about my credit history and to share that information with credit reporting agencies. If I am signing on behalf of a company, I am authorized to sign.
4. **RIGHTS AND OBLIGATIONS OF THE CUSTOMER.**
 - a. The Service shall be used primarily for non-commercial purposes only. In the case of mobile wireless, use of the Service shall be limited to personal use, and in the case of fixed wireless, ADSL or cable modem service residential use only. PINE reserves the right to suspend or terminate Service accounts where data consumption or other evidence reasonably indicates that Customer is, or may be, using Service for substantially or entirely business, commercial, or other prohibited uses. PINE reserves the right to establish a monthly data consumption threshold per customer at any time by changing data plans.

- b. Customer shall, at its own expense, undertake all necessary preparations required to comply with PINE's installation and maintenance instructions and maintain its own equipment. Customer may not use the Service in a manner to violate or attempt to violate any applicable local, state, federal or international law, order or regulation, including, but not limited to:
 - Engaging in any file sharing that violates or infringes on the copyright or other rights of others.
 - Taking part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
 - Posting, uploading, or downloading child pornography.
- c. Customer may not send or receive emails or data or use the Service in a way that is harmful to, or not wanted by, other users or persons, including, but not limited to:
 - Sending unsolicited bulk or commercial e-mail messages ("spam").
 - Invading another person's privacy, stalking, harassing, or otherwise violating the rights of others.
 - Posting, transmitting, or disseminating content that is threatening, abusive, libelous, slanderous, or defamatory.
 - Restricting, inhibiting, or otherwise interfering with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
 - Using an IP address not assigned to you.
- d. PINE's Service is intended only for lawful and non-harmful purposes and primarily for Customers' own personal, household, or family purposes, except for customers subscribed to a commercial or business plan. Accordingly, Customer may not resell, charge others, or redistribute the Service to any third party other than residents or guests in Customer's household via any means including but not limited to wireless technology including, without limitation, to host a virtual private network service, IP address translation, public tethering, or similar facilities intended to provide additional access. Further, Customer may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by PINE.
- e. Customer assumes total responsibility and risk for Customer's use of the Service and other Internet-related Services. Software or other content downloaded from the Service may contain viruses and it is Customer's sole responsibility to take appropriate precautions to protect their computer and other connected devices from damage to their software, files and data. Customer is solely responsible for any information that is published on the web or other Internet services. Customer must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving or sending unlawful, harmful, or unwanted content or violating this Service Agreement. Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device.

5. LIMITATIONS OF WIRELESS SERVICE, LIMITATIONS ON DATA CONSUMPTION, AND DISCLAIMER OF WARRANTIES.

- a. Bandwidth constraints of Service on mobile and wireless networks are most likely to impact Customer, due to the inherent limitations of wireless networks, including the sharing of limited radio spectrum by multiple data users at the same time. Accordingly, Customer may experience the following on mobile networks, particularly during times of peak usage and network congestion:
 - Data download speeds may become too slow to support video streaming and other high-bandwidth applications, particularly during times when there are a large number of other data users on the network, when the network may run slower.
 - PINE may shape network data traffic in ways that improve Customer's and all users' experience in ways that are barely perceptible to the user, but reduce data throughput and thereby reduce network congestion, for example, by compressing video streaming to a phone that degrades video quality imperceptibly on the small screen of a phone handset.
 - Data shaping and network congestion management are designed and implemented to deliver improved service to Customer by decreasing the data consumed (thereby lowering cost or draining of the Customer's data allowance) while also reducing delays or allowing streaming to work on lower speed networks or cell sites.
 - Any network congestion management or data shaping will be done on a non-discriminatory basis, not based on the Customer, Customer's plan, nor the identity of the application or service provider.
- b. The cost of mobile data transmission to PINE when Customer is off the PINE network (roaming) can be quite high. To keep our mobile data prices to Customers reasonable, PINE must limit bandwidth speeds provided to customers while roaming. These limits are part of your Mobile Service plan and agreement with PINE and you understand that absent such limits the price you would pay for your mobile data plan would have to be higher or roaming data usage

would otherwise have to be limited. Specifically, when you are roaming, your maximum data upload and download data speed may be limited, depending on the network characteristics of and our agreement with the operator of the network on which you are roaming. The speed of your data service when you return to the PINE mobile network will return to normal.

- c. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PINE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.
6. **PINE'S PRIVACY POLICY.** PINE protects your personal, service, and financial information in accordance with applicable federal and state laws and regulations, which are subject to change from time to time. Note that we may need to use or share your information to provide credit, equipment, and services, for example, to: (1) initiate, render, bill, and collect for telephone broadband services and equipment. Also, as allowed or required by applicable law, we may need to use or share your information to: (1) protect the rights or property of PINE, or to protect other users and other providers from fraudulent, abusive, or unlawful use of, or subscription to, services or equipment; (2) provide any inbound telemarketing, referral, or administrative services to the customer for the duration of a call, if such call was initiated by the customer and the customer approves of the use of such information to provide service; or (3) provide call location information concerning the user of a commercial mobile radio service or an IP-enabled voice service in certain specified emergency situations; (4) as required by laws or regulations, including in response to court orders or subpoenas from law enforcement.
 7. **7.LOCATION BASED SERVICES: PINE generally knows the location of a customer's wireless device when it is outdoors and turned on. By using various technologies to locate the customer's wireless device, PINE may provide enhanced emergency 911services where local government entities have installed the equipment necessary to provide such services and optional location-sensitive services provided by us or a third party. Environmental factors(such as structures, buildings, weather, geography, landscape, and topography)can significantly impact the ability to access the Customer's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that the Customer purchases from PINE may provide more information about how location information is used and disclosed. Use of some location-sensitive services may require network coverage. If any Wireless Device on the Customer's account uses a location-sensitive service, the Customer (the account holder)authorizes the end-user to download, access and use location-sensitive services and agrees to clearly and regularly notify the end-user of the Customer's Wireless Device that his or her location may be tracked or discovered. PINE may also use location information to create aggregate data from which the Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring, 911 OR OTHER EMERGENCY CALLS: When making 911 or other emergency calls, the Customer should be prepared to provide location information.911 operators may not know the Customer's phone number or have information about the Customer's location. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service, where enabled by local emergency authorities, uses GPS technology to provide location information. If Customer is porting a phone number to or from PINE, PINE may not be able to provide Customer with some Services, such as 911 location services, while the port is being implemented. If the Customer's device is indoors or for some other reason cannot acquire satellite signal, Customer may not be located. PINE is not responsible for failures to connect or complete 911 calls or if you fail to provide location information or you provide inaccurate location information.**
 8. **EQUIPMENT OR SOFTWARE.**
 - a. In order to use the Service, you may have purchased certain equipment from PINE. This equipment has been configured and ready to be used on PINE's network. Any tampering, reprogramming and resetting of this equipment's configuration voids any and all WARRANTIES. You will be charged a \$60 service charge for reconfiguration or reprogramming of equipment that has been tampered with, reprogrammed or reset.
 - b. PINE shall not be responsible for the installation, operation or maintenance of equipment or software unless contracted by the Customer through PINE, nor shall PINE be responsible for the transmission or reception of information by equipment or software not installed by PINE. Customer shall be responsible for the use and compatibility of all equipment or software not installed by PINE.

- c. You also understand that PINE is only responsible for the internet connection to the equipment purchased from PINE and any computer, third party router, and network configuration that needs to be performed must be done by a secondary computer company, NOT PINE or any of its employees.

9. RIGHTS AND OBLIGATIONS OF PINE; LIMITATIONS OF LIABILITY AND DAMAGES.

- a. PINE shall operate and maintain the Service using reasonable efforts. Customer acknowledges that Service is subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, Service may be temporarily refused, limited, interrupted or curtailed due to governmental regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because equipment modifications, upgrades, repairs, or reallocations or other similar activities necessary or proper for the operation or improvement of PINE's Service. THERE IS NO GUARANTEED BANDWIDTH SPEED.
- b. CUSTOMER UNDERSTANDS THAT NEITHER PINE NOR ANY OF ITS AFFILIATES OPERATES OR CONTROLS THE INTERNET IN ANY WAY, AND THAT ALL MERCHANDISE, INFORMATION AND SERVICES OFFERED OR MADE AVAILABLE OR ACCESSIBLE ON THE INTERNET ARE OFFERED OR MADE AVAILABLE OR ACCESSIBLE BY THIRD PARTIES WHO ARE NOT AFFILIATED WITH PINE OR ITS AFFILIATES
- c. Customer understands and expressly acknowledges that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customers access such material at Customer's own risk.
- d. Customer acknowledges that the Service and Internet systems use public access facilities to transmit voice and data communications and that this Service may not be completely private.
- e. CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL PINE, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR CUSTOMER'S RELIANCE ON OR USE OF INFORMATION OBTAINED FROM THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL PINE HAVE ANY LIABILITY TO CUSTOMER OR TO ANY USER OF CUSTOMER'S SERVICE THAT EXCEEDS THE AMOUNT CUSTOMER HAS PAID TO PINE FOR THE SERVICE OVER THE LAST TWELVE-MONTH PERIOD.
- f. Notwithstanding any of the foregoing representations and terms, PINE reserves the right to terminate or restrict the Service immediately and without notice to Customer in the event PINE believes a Customer has engaged in conduct in violation of the Agreement, in order to maintain system integrity or to comply with any law, regulation, court order or other governmental request.

10. INDEMNITY. Customer agrees to defend, indemnify and hold harmless PINE and its affiliates, as well as their officers, agents and employees, from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from:

- a. Any violation of any Customer Agreement, this Service Agreement or any other policy by Customer;
- b. The use of the Service or Internet related Services or the placement or transmission of any messages, information, software or other material on the Service by Customer;
- c. Negligent or willful acts or omissions of Customer or Customer's officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, or terminal equipment or software not provided by PINE, which are connected or are to be connected to the Service;
- d. Claims for infringement of copyrights or patents arising from the use of the equipment and software, apparatus and systems not provided by PINE in connection with the Service.

11. NETWORK MANAGEMENT, OPEN INTERNET.

- a. PINE manages its network with one goal: to deliver a high-quality broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as PINE works to promote the use and enjoyment of the Internet by all its customers. The company uses reasonable network management practices that are consistent with industry standards and FCC regulations.
- b. SPAM filtering for e-mail services is provided via the web portal interface. If POP3 or IMAP services are used via Customer supplied software, SPAM filtering must be provided by the Customer machine, if required. SPAM may contain harmful information, links, and attachments. Spam filtering is not 100% effective or accurate, and the Customer assumes ALL risks associated with the use of ANY e-mail or ANY other service, application, or web use.
- c. Network congestion rarely occurs in the PINE network due to applied engineering practices. Pre-defined concentration ratios are adhered to throughout the network. Inter-network and Intra-network ratios are evolving as

the nature of traffic and customer habits change. Planning and network upgrades ensure network concentration points are updated ahead of the growth curve in most cases. The primary cause of network congestion results from a hardware or software malfunction or failure. The Customer may experience network congestion during peak usage times.

- d. Since network security is paramount, PINE has ensured that its network is as secure as possible. However, the very nature of the “OPEN” Internet provides ample opportunity for security threats and breaches. For this reason, PINE recommends that every customer utilize a firewall for each computer. In addition, the Customer should keep current with all operating system upgrades and patches to ensure protection against threats. A reputable anti-virus program is also recommended for each Customer computer. Again, PINE is not responsible for ANY damage to hardware or software regardless of the Customer’s adherence to the recommended practices.
- e. Except for reasonable network management, in no way will PINE participate in the practice of blocking, throttling, or discriminating against ports or any lawful and non-harmful applications, services, websites, or any other lawful content. PINE may block Subscriber traffic if PINE reasonably believes that it involves unlawful activity, or violation of these T&Cs or PINE policies, such as spamming, traffic infected with a virus or bot net, traffic affecting network performance for other customers, anything that degrades or may be harmful to the network or other customers. PINE will at all times endeavor to comply with the FCC’s “Open Internet” rules and orders as announced from time to time.

12. **PERFORMANCE CHARACTERISTICS AND LIMITATIONS.** The following technologies are utilized to deliver high speed Internet to PINE customers. Each Customer may qualify for one or more of the appropriate technologies depending on the Service location as determined by PINE. The network is in a revolving state of upgrade and the technologies available in various locations will change from time to time, as will the speeds available at a particular location or over a particular technology. Details regarding speeds, bandwidth limitations and pricing are available on the rate card available at PINE’s office.

- a. **Fixed Wireless:** Fixed wireless provides high speed Internet allowing for faster download speeds and slower upload speeds. The nature of Internet traffic typically melds well with this technology, as the consumer typically makes a request (small amount of data) and receives a larger amount of information in return. Many factors affect the overall download and upload speed of a wireless connection, and the speeds listed are maximum speeds allowed. Actual use speeds will be less than maximum speeds and use speeds may vary greatly depending on a variety of factors. Fixed wireless is intended to use at Customer’s premises and not intended to be a mobile device. Customer agrees to use fixed wireless Internet at its set location and not as a traveling device.
- b. **Mobile Wireless:** Mobile wireless provides high speed internet allowing for faster download speeds and slower upload speeds. The nature of Internet traffic typically melds well with this technology, as the consumer typically makes a request (small amount of data) and receives a larger amount of information in return. Many factors affect the overall download and upload speed of a wireless connection, and the speeds listed are maximum speeds allowed. Actual use speeds will be less than maximum speeds and use speeds may vary greatly depending on a variety of factors.
- c. **Asymmetrical Digital Subscriber Line (ADSL):** ADSL provides high speed internet allowing for faster download speeds and slower upload speeds. The nature of Internet traffic typically melds well with this technology, as the consumer typically makes a request (small amount of data) and receives a larger amount of information in return. The maximum amount of data provided upstream is 1.5 Mbps. ADSL is a rate adaptive technology, meaning that if your line is not capable of 1.5 Mbps upstream (or down), it will get as close as it can to the desired bandwidth.
- d. **Cable Modem Service (CMS):** CMS service varies depending on many factors. PINE utilizes the DOCSIS standard in its deployment of CMS.
- e. **Fiber to the home:** Where available, this is generally our fastest service, though speeds may vary. Current plans offer up to 1 GB download and 1 GB upload.
- f. **Power Outages:** In the event there is a power outage where you receive your Service, your Internet access may be interrupted until power is restored. If you receive your voice telephone service over the Internet (called “VoIP”) your telephone will not work, and you will not be able to make emergency or “911” calls during the outage. However, if you have a battery backup for your VoIP equipment, your phone will continue to work, provided our network is still able to operate. We offer Customers battery backup equipment for VoIP as an option that you may purchase. The optional equipment will provide 8 hours or 24 hours of standby power so that the telephone

equipment in your home may still make and receive VoIP calls. To learn more about VoIP battery backup service, including prices for the batteries and installation, you may visit our website ([URL for BATTERY BACKUP PRICING]) or contact our business office.

13. **COMMERCIAL TERMS.** See our Commercial Agreement for Monthly prices, usage-based fees, and fees for early termination or additional network services.

14. **MISCELLANEOUS TERMS AND PROVISIONS.** In addition to the foregoing, the following terms and conditions apply:

- a. Any rights Customer has pursuant to a Customer Agreement, or the Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma without regards to its conflict of law provisions, or applicable federal law. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action shall be barred.
- b. PINE reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in PINE's reasonable discretion, deems to be unlawful, harmful, or unwanted or in violation of this Service Agreement.
- c. PINE may terminate, suspend, or provide an opportunity for you to upgrade the Service and pay additional fees if PINE, in its reasonable discretion, determines that that you are using an amount of bandwidth that exceeds the intended bandwidth of the Service plan to which you have subscribed.
- d. This Service Agreement constitutes the entire Agreement between Customer and PINE with respect to the Service to be provided. It may not be amended by you except in writing signed by PINE. Neither the Agreement nor Customer's rights hereunder shall be assignable by Customer except with PINE's prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer. If any part of the Agreement is contrary to, or prohibited by, or deemed invalid under, applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.
- e. By using the Service, Customer states that it has proper authorization to contractually and financially bind itself and any associates or entity subscribing to the Service.
- f. PINE is committed to providing a high-quality experience for all of its customers. If you have any questions regarding PINE's Pricing, Monitoring and other Network Practices, please contact a PINE representative at: **Pine Telephone Company, Inc.**

210 W. 2nd Street
Broken Bow, OK 74728
580.584.3355 – Office

- g. **Limitations of Liability.** UNLESS PROHIBITED BY LAW, WE AND YOU EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OF OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE THE CLAIM ARISES.
- h. **How to Contact Us; Notices.** Notices from you to us are considered delivered when you send an email or three (3) days after mailing to the addresses above. If you have any questions or comments about this Contract or your services, please call Customer Service at 580-584-3330 from any phone or 611 from your handset or send e-mail message to customer-support@pinecellular.com. You may also direct your privacy related comments or questions to: Pine Cellular, PO Box 548, Broken Bow OK 74728.
- i. **Notices and Consent to Automated Calls and Messages.** Pine Telephone may contact you, without charge, on any wireless telephone number assigned to your account for any purpose and in any manner permitted by law. You agree that we, and anyone contacting you on our behalf, may communicate with you in any manner regarding this contract or our service, including using a pre-recorded or artificial voice, or using an automatic telephone dialing system to place calls or send messages, alerts, or an automatic e-mail message. You further agree that all consents provided in this paragraph will survive termination or termination of this Contract.
- j. **Default, Remedies, Attorney Fees.** You will be in default under this Contract if you: (1) fail to make any payment when required; (2) fail to return the Equipment when required to do so; (3) violate any other provision of this Contract, including other terms and policies incorporated herein; (4) use your service or equipment in a way that

violates any law or regulation or harms us, our network, or others on our network; or (5) become the subject of any

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bankruptcy or insolvency proceeding. We and you each agree that if you fail to timely pay amounts due, we may assign your account for collection, and we or the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest. Upon the occurrence of a Default, we will give you 30 days' notice of and right to cure the default. If you do not cure the default within 30 days after this notice, this Contract will end without any additional notice to you, and you must immediately return all remaining items of Equipment to us. In the event of arbitration or litigation between us relating to an alleged default by you, the substantially prevailing party shall be entitled to reasonable attorneys' fees and arbitration or court costs and fees.

k. **Dispute Resolution, Waiver of Class Claims, and Agreement to Arbitration.** WE AND YOU EACH AGREE THAT, EXCEPT FOR ANY COLLECTION ACTIONS INITIATED BY PINE (BUT INCLUDING ANY COUNTERCLAIMS BY YOU), ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY ARISING FROM, RELATED TO, OR CONCERNING THIS CONTRACT (INCLUDING OTHER POLICIES AND TERMS INCORPORATED HEREIN), WILL BE RESOLVED SOLELY BY BINDING ARBITRATION. THIS MEANS THAT ALL DISPUTES ARISING FROM OR RELATING IN ANY WAY TO YOUR WIRELESS SERVICE OR EQUIPMENT, WHETHER UNDER THIS CONTRACT OR NOT, WILL BE RESOLVED THROUGH ARBITRATION, NOT IN COURT OR THROUGH JUDGE OR JURY. MOREOVER, TO THE FULLEST EXTENT ALLOWED BY LAW, BOTH OF US AGREE TO WAIVE ANY RIGHTS TO PURSUE A CLAIM ARISING FROM OR RELATING TO THESE TERMS & CONDITIONS OR THE PREPAID WIRELESS SERVICE AS A CLASS ACTION; THAT IS, YOU OR WE WILL NOT JOIN A CLAIM WITH THE CLAIM OF

ANY OTHER PERSON OR ENTITY OR PURSUE A CLAIM ON BEHALF OF ANY OTHER PERSON OR ENTITY. This includes any claims against others relating to services or equipment provided or billed to you (such as our suppliers, dealers or vendors) when you also assert claims against us in the same proceeding. This Contract affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision below). The waivers in this section continue in force and effect after the termination of this Contract.

