

## **OptimERA Networks Terms and Conditions**

The following terms and conditions (“Terms” or “Agreement”) constitute your agreement governing any network services (cellular service, data service, technical services or any telecommunications services or equipment) provided to you by OptimERA, Inc., or one of its affiliates (“Company,” “we,” or “us”) to you (“Customer”, “you”, or “your”). Service we may provide you include voice calling, Mobile Data, dedicated Business connections, residential Broadband connections, Hotspot Internet access, Broadband Internet access service (“Internet Service”) (collectively referred to as “Services”). The voice quality and Internet Service speeds will vary based on where you are when using the Services and other factors, such as weather, network congestion and additional service level agreements.

### **PRICES, BILLING, AND PAYMENT**

Payment terms, details of the Services such as the amount of data or voice minutes included in each plan (“allowance”), and the charges for the Services, will be contained in your service plan or subscription and made available to you when you sign up for service or change your service plan. Depending on your plan and devices your purchase or lease, your charges may include initial one-time charges, monthly charges, charges by the minute or megabyte for voice or data usage that exceeds your plan allowance, and/or early termination charges or fees if you agreed to a term contract. In addition to service and device charges any and all sales or other applicable taxes, surcharges, or government levies which are applicable to the provision of Services or equipment shall be borne by Customer. Customer is responsible for all charges incurred that are not provided as part of Customer’s service plan, including but not limited to international long-distance telephone charges, charges for using or downloading Internet apps or games, and all charges relating to use of Customer’s Account(s) to purchase goods or services using the Internet, and any fines or penalties arising from Customer’s usage such as copyright violations. All Company invoices are due upon receipt and payable within thirty (30) days of the date of the invoice or the date stated on the invoice, whichever is earlier. Company may suspend access to Services Account(s) upon an indication of credit problems, including delinquent payments. A reconnection charge will apply after payment of any outstanding balance. Customers will be charged a fee of \$30.00 for any checks or credit card charges that are returned or rejected by their bank or card processor for any reason.

### **USE OF SERVICE IS AGREEMENT**

When You order, request, or use any of our Services, you are deemed to have read and agreed to these Terms and all Company policies posted on our website (found here: [www.optimeranetworks.com/disclosure](http://www.optimeranetworks.com/disclosure), whether you sign a document or not. The Company may modify these Terms and other policies from time to time at its discretion. Notice of such changes to prices or Terms will be provided by email, text message, or bill notice or insert,

normally thirty days and at least 14 days in advance of the effective date. Your continued payment for and use of the Services after the effective date constitutes your agreement to the change(s). If you are subject to a term contract any price increases will not take effect until after the end of your term. Policies may be changed and updated without express notice, but notice will be given by posting on Company websites.

#### **TERM OF SERVICES AND EARLY TERMINATION FEES**

Except as otherwise agreed by you and us, Services are provided on a month-to-month basis. If you terminate service in the middle of a month you will not be given a refund or credit for the unused period. Customers who opt in to a term contract for a discounted rate and terminate Services sooner than the agreed upon term will be charged an early termination fee equal to 50% of the contract days remaining in the original contract term.

#### **ACCEPTABLE USES**

Use of Services is expressly limited to Customer and Customer's immediate family or direct employees (an authorized "User") only. Sharing or resale of Services is strictly prohibited. All uses of the service must be lawful and for lawful purposes and not harmful to Company, the network, or other customers. If a Customer violates this policy, such as by copyright infringement, Services may be suspended or terminated. Data usage and data transfer speeds may be limited based on agreements between "us" and "your" carrier. See details of roaming agreements between "us" and approved roaming partners at [www.optimeranetworks.com/disclosure](http://www.optimeranetworks.com/disclosure) where applicable.

#### **DEVICES**

The Company or Customer may provide equipment, such as; handsets, tablets, hotspots, Antennas, Radios, routers, switches and/or software necessary to connect to the Services, provided that they are compatible with the Company's network and are not harmful. The Customer is fully responsible for all equipment and software it provides. The Company does not warrant any equipment or software it provides, but Customers may pursue any warranty offered by the manufacturer or developer. Any equipment provided to the Customer, by lease or financial agreement will remain the property of the Company until such time that any lease or financial commitment has been fulfilled as agreed upon between Customer and the Company. Company may include the cost of devices it provides in its monthly service charges over a term of months, in which case early termination fees for device purchase may be charged if Services are terminated sooner than the end of the agreed upon term.

#### **WARRANTY DISCLAIMERS**

Company Services and devices are provided on an "as is, as available" basis. Your service performance may be affected by a number of factors outside our control, including: the particular websites, browser or device you use to access; capacity in the voice or data networks beyond Company's network; your handset or other devices connected to Internet Service; and

weather and blocking objects such as buildings or vegetation. The Company disclaims any and all warranties with regard to the Services (whether express or implied) or devices, including without limitation: any implied warranties of merchantability, fitness for a particular purpose, infringement or title; any warranty of the accuracy, completeness or validity of the data or information communicated through the Services; and any warranty of the continuous availability of the Services, or that the Services will be uninterrupted or error free.

#### **LIMITATIONS OF LIABILITY**

Under no circumstances and under no legal theory (whether tort, contract or otherwise) shall Company be liable for any indirect, special, incidental or consequential damages whatsoever (including, without limitation, damages for business interruption, loss of profits, goodwill or information) arising out of or relating to Company's Services (including, without limitation, use or inability to use the Services), even if Company has been advised of the possibility of such damages. Without limiting the foregoing, under no circumstances shall Company's cumulative liability to Customer exceed the service charges paid by customer to Company for the Services during the six (6) months immediately preceding the event for which liability is claimed.

#### **SECURITY AND PRIVACY**

Company's current CPNI (Customer proprietary network information) and Privacy Policies can be found here: [www.optimeranetworks.com/disclosure](http://www.optimeranetworks.com/disclosure). Customer is hereby warned that some sites accessible via the Internet Services allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. The Company is not responsible for Customer's or User's inadvertent or deliberate access to such material and cannot prevent access of such materials. The Company is not obligated to store the contents of Customer's messages or data, and is not obligated to produce copies of messages or data to Customer. Customer is solely responsible to back up and preserve all messages and data.

#### **CUSTOMER DEFAULT**

In the event Customer fails to pay the charges for any Services and Company attempts to collect an account in default, then in addition to any unpaid amounts Company may recover any reasonable attorney fees incurred and/or collection agencies' fees and all costs of collection incurred by the Company. The application and interpretation of this Agreement shall be in accordance with the Laws of the State of Alaska and any applicable Federal law. Venue and jurisdiction for any arbitration related to this Agreement shall be Dutch Harbor, Alaska.

#### **DISPUTE RESOLUTION**

**Arbitration/Waiver of Class Actions.** If either of us has an issue which cannot be resolved without third party intervention, you and we both agree to submit to binding arbitration before the American Arbitration Association. This means that all disputes arising from or relating in any way to your Services, Internet Service, equipment, or use of our websites, whether under

**these Terms & Conditions 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 Services 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.** The waivers in this section continue in force and effect after the termination of this Agreement.

#### SUSPENSION OR TERMINATION OF SERVICE

The Company, at its sole judgment, may immediately suspend or terminate a Customer's Services upon any breach of any of these Terms or other Company policies by Customer. Customer will remain responsible for any unpaid month charges or applicable early termination fees.