

This Mobile Subscriber Agreement (“Agreement”) sets forth the terms and conditions under which Cogeco US Finance, LLC d/b/a Breezeline (“Breezeline”) will provide residential subscribers (“you,” “your,” or “Subscriber”) with Breezeline mobile voice, messaging and data services (“Breezeline Mobile” or “Service”). Your use of Breezeline Mobile constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. If you do not agree to comply with all of the terms of this Agreement, your sole and exclusive remedy is to discontinue your use of Breezeline Mobile.

**THIS AGREEMENT CONTAINS: (1) A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT YOU AND BREEZELINE AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION; AND (2) A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS. YOU HAVE THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS.**

1. SERVICE PROVIDED TO YOU. Breezeline Mobile includes voice calling, messaging and data, and any optional services you purchase from Breezeline Mobile, such as hotspot data, international calling (countries that are included in our international calling service can be found [here](#)) and roaming for which additional fees or higher rates may apply (collectively, the "Service"), and any equipment that we provide to you for use with your Service, including a SIM or e-SIM card. International calling and roaming is provided by Reach Mobile. Your use of the Service, and the use of any information collected by us through your use of the Service (including, without limitation, any account registration information) is subject to the [Breezeline Customer Privacy Notice](#) (“Privacy Notice”). The Privacy Notice and additional terms and conditions for your Service can be found in offer materials available when you activate or [online](#), and are incorporated into this Agreement. All other services that you receive from an operating subsidiary or affiliate of Breezeline, including Breezeline home Internet service, are subject to the applicable agreement between you and Breezeline related to those services. Additional charges for Breezeline Mobile may apply if Breezeline home Internet service is not maintained by you.

2. AGREEMENT.

2.1. **Acknowledgment:** By signing up for, activating, using, creating an online account, or paying for the Service, you agree to the terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which Breezeline has posted or may in the future post on its website [www.mobile.breezeline.com](http://www.mobile.breezeline.com) (“Website”), all of which are incorporated herein by reference. If you fail to activate Service within 30 days after you receive a SIM card, and have not returned that SIM card pursuant to our return policy, you will be deemed to be using your Service, and to have accepted this Agreement. If you do not agree to the pricing or to any terms or conditions, you may cancel the Service by calling us at 888-536-9600.

2.2. **Subscriber Information:** You must be eighteen (18) years of age to sign up for a Breezeline Mobile account. When you accept this Agreement, you warrant and represent that you are at least eighteen (18) years of age and that the account information that you have provided, and will provide, to Breezeline during the term of this Agreement, including without limitation, your legal name, address, telephone number(s), and payment information, if applicable (e.g. credit card numbers and expiration dates and bank account information) is accurate, complete, and current. You further warrant and represent that you are responsible for the use of Service by any minor, and that you agree to be bound by this Agreement for the terms of their use. Breezeline recommends

that you take advantage of any access controls offered through the Service or third-party sites, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

### 3. CANCELLATION/SUSPENSION OF SERVICE.

**3.1. Termination of Service by Subscriber:** You may stop using Breezeline Mobile at any time. You must notify Breezeline customer service line at 888-536-9600 to terminate the Service. Upon termination, and subject to any restrictions under applicable law, you shall be responsible for the full monthly charge for the Service, and any applicable fees, without proration, regardless of the date you terminated the Service.

**3.2. Suspension or Termination of Services by Breezeline:** You agree that we or our providers may immediately terminate or suspend your account, and access to all or any part of Breezeline Mobile, for any good cause, including but not limited to breach (including nonpayment) of this Agreement, violation of the [Breezeline Mobile Acceptable Use Policy](#), or otherwise terminated by Breezeline in accordance with its policies or agreements. Breezeline's rights under this section are in addition to any specific rights that Breezeline reserves in other provisions of this Agreement or in other policies and agreements to interrupt, suspend, modify, or cancel your Service and to terminate this Agreement.

**3.3. Obligation upon Termination of Agreement:** You are responsible for all charges incurred through the end of your Service. Nonpayment or cancellation of the Service may affect other services or agreements that you have with Breezeline, including promotional bundling packages for other Breezeline services. You may be required to pay a reconnection and/or activation fee in addition to all past due charges, before any Breezeline services are reconnected.

### 4. MOBILE SERVICE FUNCTIONALITY.

**4.1. Service Performance:** The equipment you use with your Breezeline Mobile, such as a phone or handset (the "mobile device"), uses radio transmissions to access your Service. If the mobile device isn't in range of a transmission signal, then your Service may not work. Numerous things can affect the availability and quality of your Service, including the capacity available on the cellular network, the mobile device performance, terrain, buildings, foliage, and weather. Cellular service availability is determined by the operator of the cellular network and is not guaranteed. Additionally, Breezeline may reduce your data, streaming, and mobile hotspot tethering speeds (i.e., the ability to use your mobile device as a mobile hotspot for other devices), as well as video resolution, after certain data usage levels are reached, as outlined further in the [Breezeline Mobile Network Management Practices](#). Accordingly, actual speeds of the Service will vary.

**4.2. Additional Service Features:** Features of your Service that rely on location information, such as E911 and GPS navigation, depend on the ability of the mobile device you use with your Service to acquire satellite signals (which typically are not available indoors) and cellular network coverage. While the mobile device is receiving a software update, you may not be able to use the Service until the software update is complete.

**4.3. Wi-Fi Connectivity on Mobile Device:** Your connection to Wi-Fi on the mobile device may also be impacted by a variety of factors, including performance of the mobile device, interference (from other devices, buildings, or other wireless signals), your distance from the Wi-Fi access point, and the number of other users sharing the hotspot. The mobile device may automatically connect to Wi-Fi hotspots, including the Wi-Fi network in your home that is connected to your Breezeline

home Internet service. You may disable the automatic Wi-Fi connection feature on your mobile device by turning it off using the “Settings” or an equivalent feature of your mobile device. You will still be able to manually connect to available Wi-Fi access points.

5. MOBILE DEVICE.

5.1. **Certified Mobile Devices:** Your mobile device must comply with Federal Communications Commission regulations, be certified for use on the network on which Breezeline provides Breezeline Mobile, unlocked, and be compatible with the provisioned Service. You can check your device compatibility [here](#). Breezeline does not support mobile devices that are locked or become locked by another mobile operator or that have been or become reported as lost or stolen.

5.2. **Mobile Device Performance:** Breezeline does not manufacture any mobile device that you select to use with Breezeline Mobile. Breezeline is not responsible for any defects, acts, omissions, or other problems with a mobile device. Further, Breezeline is not responsible for the security of the mobile device connected to the Service, including any data stored on the mobile device, and maintaining virus and other Internet security protections when accessing third-party products or services. Check with the mobile device's manufacturer to determine whether there are any warranties on a mobile device. Mobile device performance may vary based on mobile device specifications (for example, a mobile device's software, memory, and storage), and mobile device performance may impact access to Breezeline Mobile.

6. SIM CARD ACTIVATION.

6.1. **SIM Card Activation:** By activating Breezeline Mobile (via a SIM card or electronic SIM (eSIM)), you acknowledge that except as required by law, you shall acquire no proprietary interest in the number (MDN) or SIM (Subscriber Identity Module) assigned for your use, except for any right you may have to port it, as outlined in Section 15 below. You acknowledge that any intellectual property or software in the SIM is the property of the supplier thereof, and such supplier may change or update the software or other data in the SIM card or the software in the equipment over the air and utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes.

6.2. **Unauthorized Use of SIM Card:** If your mobile device has a SIM card, you agree to safeguard your SIM card and not to allow any unauthorized person to use it. 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 SIM card. The supplier of the SIM card may, from time to time, remotely update or change the encoded information on your SIM card. Any violation of the restrictions on the use of your SIM card that are contained in this Section 6 may result in the immediate termination of your Service without notice.

7. DATA USAGE AND ROAMING CHARGES.

7.1. **Data Usage:** Breezeline Mobile may allow you, among other things, to access the Internet and email; text, take pictures and videos; mobile hotspot tethering; and download and play games, videos, music, graphics, sounds, applications and other materials (“Content”), or send Content elsewhere. Video streaming resolution varies by Service plan. Video resolution may be reduced in the event your usage exceeds the thresholds set forth in your Service plan. Subject to network management practices of Breezeline and its suppliers, Breezeline does not control the Content that you access or create on your mobile device. Content may be: (1) unsuitable for children/minors;

(2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Content accessed or created by you or anyone else through the Service. For more information, please read the [Breezeline Mobile Network Management Practices](#).

**7.2. Roaming Charges:** “Roaming” occurs when your mobile device uses another provider’s radio access or cellular network. Use of your Service while roaming is dependent on the roaming carrier’s support of applicable cellular network technology and functionality. Information on available coverage area is available [here](#) (the “Coverage Area”). Your use of Service outside of the Coverage Area is subject to the [Breezeline Mobile Acceptable Use Policy](#), including termination for excessive use.

**7.3. International Roaming and Long Distance Calling:** You can add an international Travel Pass to your Service before you travel to use international calling and roaming. You may also pre-pay to make international long distance calls. There may be higher rates and extra charges (including charges for long distance, tolls, or calls that don’t connect) for international calling or when roaming. The list of countries where international calling is available is listed [here](#). If you do not wish to have international calling or SMS (Text) roaming enabled on your mobile device, you may contact Breezeline to request that these services be blocked. International calling and roaming is provided by Reach Mobile.

8. **UNAUTHORIZED USE OF SERVICE.** You agree not to engage in any unauthorized or illegal use of your Service, or assist others in such acts, or to resell the Service. You agree to notify Breezeline immediately in writing or by calling Breezeline’s customer service line during normal business hours if your Service is being used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the unauthorized use of the Breezeline Mobile. If you fail to notify us in a timely manner, your Service may be terminated without notice and you may be responsible for any charges incurred through the unauthorized use of your Service. Please also refer to the [Breezeline Mobile Acceptable Use Policy](#) for examples of permitted and prohibited activities and uses of Breezeline Mobile.

9. **911 CALLING AND EMERGENCY ALERTS.**

**9.1. 911 Location:** When making calls to a public-safety answering point (“PSAP”) from a mobile device, such as dialing 911, you should always be prepared to provide your location and phone number. Unlike calls from a traditional wireline phone, a PSAP may not know the emergency caller's location or phone number. Although some local emergency authorities have enabled E-911 services that use GPS or other methods to determine callers’ locations, E-911 does not always provide accurate location information. If your mobile device is indoors, cannot acquire a satellite signal, or otherwise cannot obtain your location, your location may not be automatically delivered to the PSAP. Also, the process of porting a phone number may limit the Service from being able to provide location services to the PSAP during that time. If you make a 911 call, the 911 operator may see a phone number that is different from your personal phone number. There may be instances when the PSAP might not be able to call you back.

**9.2. 911 Calling over WiFi:** Calls to 911 over WiFi or a data connection may operate differently than traditional wireline calls to 911. Such calls may not connect to the PSAP, may be limited, or may be unavailable if you are experiencing a power outage, if there is a disruption in WiFi service or to the data connection, or if you are unable to access the Internet. If your call connects to a PSAP, your location information and phone number may not be transmitted. Additionally, if you have not updated your emergency 911 address in the settings of your mobile device, your mobile device may

provide a PSAP with location information that is different from your calling location. You should be prepared to provide your location and phone number to the PSAP.

**9.3. Use of TTY Equipment for 911 Calls:** If you are deaf, hard of hearing, or speech disabled and need to reach emergency services, you should call 911 directly using TTY (when available).

10. PRIVACY. Your mobile device can determine its (and your) physical, geographical location, and can associate this location information with other subscriber data. Please read the [Breezeline Customer Privacy Notice](#) to learn how we use and share the information we collect about you when you subscribe to and use your Service and any Breezeline Mobile applications used to access information about your account.

11. SERVICE INTERRUPTIONS.

**11.1. Service Interruption:** Breezeline Mobile may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including, but not limited to, physical obstructions; network congestion; atmospheric, environmental or topographical conditions; system and/or facilities interference, limitations or constraints; or system and/or facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the facilities. You may encounter temporary capacity-constraint-related symptoms, such as excessive call blocking, call dropping, or data-throttling. Breezeline and our suppliers are not liable for any claim or damage related to or arising out of or in connection with (i) any such temporary capacity constraint, (ii) any coverage gaps, or (iii) any temporary Breezeline Mobile refusal, interruption, curtailment or other limitations. The quality of the display of the content may vary from mobile device to mobile device and may be affected by factors outside of our control, such as your internet connection and geographic location. YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST ONLY IN THE EVENT OF A COMPLETE FAILURE OF THE SERVICES DUE TO A TECHNICAL MALFUNCTION FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM BREEZELINE WITHIN THIRTY (30) DAYS OF THE FAILURE. THE CREDIT SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICE AND ANY CREDIT PROVIDED BY BREEZELINE IS AT OUR SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY BREEZELINE.

**11.2. Changes to Service:** Either the operator of the cellular network or Breezeline may elect to modify the cellular network and/or the manner in which your Service operates on such network at any time, including, but not limited to, changing the prioritization of traffic, establishing speed or usage limitations, or impacting other attributes of your Service, including your mobile device's connection to the Breezeline home Internet service. We will endeavor to provide you with advance notice of any change that we believe may materially affect your Service, but shall be under no obligation to do so. We encourage you to review our [Breezeline Mobile Network Management Practices](#) from time to time.

12. MONTHLY SERVICE FEE.

**12.1. Fees and Payment:** You agree to pay all charges incurred by your account for your Services, including without limitation: any taxes and fees on all included, and or paid for, lines of service; payment processing and shipping charges; data usage; international calling and roaming (provided by Reach Mobile.), and any other features or services used on your account, you enable or subscribe

to, including any third party services; and all other applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on us, surcharges, permitted fees and cost recovery charges, for any programs in which we participate, including, but not limited to, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the Services. YOU ARE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES, TAXES, AND SURCHARGES EVEN IF THEY BECOME APPLICABLE RETROACTIVELY. Additionally, Breezeline may charge activation, prepayment, reactivation, or other charges, or require a security deposit, to establish, change, or maintain your Service.

**12.2. Change in Pricing or Fees:** Breezeline can change what we charge you for your Service upon written notice to you in accordance with the terms under the heading "Changes to the Service or this Agreement." We do not need to provide you with notice of any change in pricing or fees that is related to a change in governmental or quasi-governmental taxes, fees, charges or assessments, in which case, we may elect not to provide notice, except where required by applicable law. If you find any change to the pricing of your Service to be unacceptable, you have the right to cancel your Service. Your continued receipt of your Service for more than 30 days after we deliver notice of change, however, will constitute your acceptance of the change. If you cancel your Service, you will be responsible for the immediate payment for all outstanding Service fees and charges on your account through the end of the current billing cycle.

**12.3. Taxes:** Breezeline will determine your primary place of use ("PPU"), and which jurisdiction's taxes and assessments to collect, based on the service address of your Breezeline home Internet service.

### 13. BILLING.

**13.1. Monthly Invoices:** Breezeline will issue a summary invoice statement to you monthly. You will be invoiced monthly, in advance, for recurring service charges and fees (e.g. service plan fee, taxes, regulatory fees, features, prepaid data usage) and you will be invoiced for any one-time charges (e.g. international calling, International Travel passes, data top-ups, etc.) at the time of purchase. International calling and roaming is provided by Reach Mobile. Taxes and fees, including regulatory recovery fees, surcharges, and other applicable charges, are in addition to the monthly recurring service plan fee, and subject to change. Your first invoice may include the first month's service charges and fees, as well as monthly recurring charges and fees for the next month and charges for non-recurring services you have received. If you receive the Service under a promotion, after the promotional period ends, the then-current market prices for the Service will apply.

**13.2. Separate Billing:** Your Breezeline Mobile service is billed separately from any other Breezeline services (Internet, TV, Voice) you may have. Included lines of service may be referenced on your general Breezeline bill, but all charges, including any taxes and fees on your included line(s) of Service will be reflected on your Breezeline Mobile billing statement. However, Breezeline reserves the right to change this billing convention and provide you with a consolidated bill with charges from other lines of business upon written notice to you.

**13.3. Prepaid Data Usage:** All data usage included in the Service plan or any additional purchase of data usage are sold on a prepaid basis. If you pre-authorize a recurring data top-up for your Service, Breezeline will automatically charge your payment method at the time your account reaches the data usage limit of your Service plan. All data and content sent or received on your Breezeline Mobile account (including any network overhead and/or Internet Protocol overhead

associated with content sent or received) counts towards your data usage. Your data usage will be measured by all data sent, received, consumed by and/or used on your account, including, without limitation, data consumed by applications (including any Breezeline Mobile and other Breezeline applications), widgets, multi-media messaging, tethering, uploading, downloading, streaming content, Internet access (including accessing corporate intranets, email and individual productivity applications), GPS and location services, and Voice over Internet Protocol, either with or without any action by the user. Unless we specifically inform you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes (“GB”)—not in minutes/time. Data usage will be rounded up to the next whole unit (generally per GB) as described in your Service offering, as such may be revised from time to time. There is no refund for or carry-over of any unused allotment of prepaid data usage from one billing cycle to another.

**13.4. Bill Cycle:** Your Service is provided to you on a month-to-month basis. Your account has one bill cycle for your Service, regardless of the number of lines on the account. Billing for the first month will begin upon the earlier of the activation of your SIM Card or seven (7) calendar days after the SIM Card purchase date. All other purchases (such as international calling, International Travel passes, data top-ups, etc.) will be billed at the time of purchase. (International calling and roaming is provided by Reach Mobile.) If an additional line is added to the account before the next bill cycle, you will need to pay the monthly service charge, in advance, for the additional line at activation and then again when the account bill cycle arrives. There is no proration of the monthly service charge when an additional line is added to the account.

#### 14. UNAUTHORIZED CHARGES.

**14.1. Use of the Service by Others:** YOU SHOULD USE CARE WHEN ALLOWING ANOTHER PERSON, INCLUDING A CHILD OR OTHER MINOR, TO USE A MOBILE DEVICE ON YOUR ACCOUNT. You are obligated to pay all charges incurred, including charges from any other user of the Service associated with your account.

**14.2. Payment Information:** In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions. Debit/credit card payment processing is performed by a third party. As a condition to our enabling credit card payment processing service, you agree to provide accurate and complete information about you, and you authorize the third party payment processor to receive, process and store such information, as well as transaction information related to your use of the payment processing Service. In all cases, standard credit card or other third party processing fees apply. We are not responsible for any dispute regarding charges between you and any third party. You must address all such disputes directly with the third party.

15. PORTING. You may be able to transfer, or "port," your Breezeline mobile phone number to another mobile operator. If you port a number from Breezeline, Breezeline will treat it as though you requested Breezeline to cancel the Service for that number. After the porting is completed, you will not be able to use the Breezeline Mobile Service for that number, but you will remain responsible for all Service fees and charges incurred through the end of that billing cycle, just like any other cancellation. If you port a number to Breezeline, Breezeline may not be able to provide some services right away, such as E-911 services.

16. CONSENT TO COMMUNICATIONS FROM BREEZELINE. You consent to be contacted by Breezeline or third parties acting on our behalf, without charge, on any wireless telephone number assigned to your account for any purpose, including marketing messages, and in any manner permitted by applicable law. Consent is not a condition to purchase any goods or services. You

may opt out of receiving these communications by contacting Breezeline customer service line at 888-536-9600. You may not opt-out of receiving certain communications pertaining to your account, including, but not limited to, communications regarding emergencies, fraud or other violations of law, security issues, and harms caused to the network. You also expressly consent to be contacted by Breezeline, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other account or service related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that Breezeline, and anyone contacting you on our behalf, may communicate with you as part of our established business relationship, and regardless of whether the phone number is on the federal Do-Not-Call Registry (or state equivalents), including communications placed by any means, including autodialed or prerecorded voice calls, and text messages. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section and that you have provided all notices required by applicable law. Our use of your contact information described in this section shall be in accordance with our [Breezeline Privacy Notice](#).

17. BINDING ARBITRATION, WAIVER OF CLASS ACTION AND JURY TRIAL.

17.1. **Arbitration:** Except as expressly permitted by this Agreement, any Dispute (as defined below) involving you and Breezeline that cannot be mutually resolved shall be resolved through individual arbitration rather than through litigation of the Dispute in court. By agreeing to this binding arbitration provision, you may be waiving constitutional or statutory rights. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court.

17.2. **Dispute:** As used herein, the term “Dispute” means any dispute, claim or controversy between you and Breezeline, its affiliates, and/or each of their respective officers, directors, employees and agents regarding any aspect of your relationship with such parties that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced.

17.3. **Governing Law and Jurisdiction:** You agree that any Dispute with Breezeline under this Agreement will be governed by the law of the state in which your Breezeline home Internet service is located, in accordance with Section 14.8 of the [Breezeline Residential Subscriber Agreement](#).

17.4. **Right to Opt Out:** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION, THE WAIVER OF YOUR RIGHT TO BRING CLASS ACTION CLAIMS AS OUTLINED IN SECTION 17.6 BELOW, YOU MUST NOTIFY BREEZELINE IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE AND/OR READ THIS AGREEMENT BY WRITTEN NOTICE TO BREEZELINE, 3 BATTERYMARCH PARK, SUITE 200, QUINCY, MA 02169, ATTENTION: GENERAL COUNSEL. YOUR WRITTEN NOTIFICATION TO BREEZELINE MUST INCLUDE YOUR NAME, ADDRESS, AND BREEZELINE ACCOUNT NUMBER, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH BREEZELINE THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BREEZELINE OR THE DELIVERY OF SERVICES TO YOU BY



BREEZELINE. IF YOU HAVE PREVIOUSLY NOTIFIED BREEZELINE OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

**17.5. Arbitration Proceeding:** Breezeline follows the American Arbitration Association's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in arbitration proceedings for all of its products and services. For more information on Selection of Arbitrator and Applicable Rules and Law, including Arbitration Procedure, Arbitration Hearing and Location, Payment of Arbitration Fees and Expenses, please refer to the [Breezeline Residential Subscriber Agreement](#).

**17.6. Waiver of Right to Bring Class Action Claims:** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. FURTHER, UNLESS BOTH YOU AND BREEZELINE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

**17.7. Survival:** This Arbitration Provision shall survive the termination of your Service with us.

**17.8. Small Claims Exclusion from Arbitration:** YOU AND BREEZELINE AGREE THAT ANY CLAIM FILED BY YOU OR BY BREEZELINE THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.

**17.9. Waiver of Jury Trial:** WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

**18.1. No Warranty:** YOUR USE OF BREEZELINE MOBILE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED THEREIN, ANY RELATED SERVICE OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. BREEZELINE MOBILE, INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED THEREIN AND ANY RELATED SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OUR PROVIDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BECAUSE SOME

JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU, HOWEVER THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OUR SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT: (i) BREEZELINE MOBILE WILL MEET YOUR REQUIREMENTS; (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM THE SERVICE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) BREEZELINE MOBILE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE; (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, COMPLETE OR RELIABLE; (v) THE QUALITY OF ANY PRODUCTS, SERVICE, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; (vi) ANY ERRORS IN THE SERVICE OR SITE WILL BE CORRECTED. OUR PROVIDERS DO NOT WARRANT OR GUARANTEE ANY PRESENT OR FUTURE BREEZELINE MOBILE AVAILABILITY IN ANY SPECIFIC OR PARTICULAR LOCATION. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SERVICE OR OUR SOFTWARE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING HOW THE CONTENT OR MATERIAL WILL APPEAR YOUR SPECIFIC MOBILE DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BREEZELINE, ITS SUPPLIERS, OR THROUGH OR FROM OUR SERVICE SHALL CREATE ANY WARRANTY.

**18.2. Limitation of Liability:** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BREEZELINE OR OUR PROVIDERS, OUR AND THEIR EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF CONTRIBUTIONS, LOSS OF SAVINGS, LOSS OF REVENUE, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BREEZELINE'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU DURING THE PRECEDING THIRTY (30) DAY PERIOD. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO INJURIES: (1) TO THE BODY OR PERSON; OR (2) CAUSED BY OUR WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS. TO THE EXTENT PERMITTED BY LAW, THESE LIMITATIONS SHALL SURVIVE THE TERMINATION OF SERVICE AND THIS AGREEMENT AND YOU AGREE THAT ANY

CLAIMS YOU MAY BRING AGAINST US MUST BE BROUGHT WITHIN 2 YEARS FROM THE DATE THE CLAIM ARISES.

18.3. **Force Majeure:** You agree that Breezeline will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of facilities by its suppliers, labor disputes, acts of war, natural causes, fires, floods, storms, mechanical or power failures, unavailability of materials; strikes, labor difficulties, or any order, law or ordinance in any way restricting the operation of the Service.

18.4. **Survivability:** All representations, warranties, indemnifications and limitations of liability contained in this Agreement will survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination

18.5. **Indemnification:** Unless caused by the sole negligence of Breezeline, you shall indemnify and hold Breezeline, its officers, employees, providers, suppliers of service and agents harmless against any and all claims, demands, suits, judgments, causes of action, losses, expenses, fees (including reasonable attorney's fees), and liability or damages for libel, slander or infringement of copyright from the material transmitted via the access telephone number, and against any and all other claims, demands, suits, judgments, causes of action, losses, expenses, fees (including reasonable attorney's fees), liability, including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with this Agreement or the use or inability to use the access telephone number (whether caused in whole or in part by the negligence of suppliers of service).

19. MISCELLANEOUS.

19.1. **Entire Agreement:** This Agreement and the policies and postings referenced in this Agreement, along with the rates of your particular Service, any term commitments and early termination charges associated with any promotion for your particular Service, constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of you and/or Breezeline or any predecessor in interest to Breezeline with respect to the subject matter of this Agreement.

19.2. **No Assignment:** You may not assign this Agreement or your rights or obligations under this Agreement without Breezeline's prior written consent.

19.3. **Waiver:** Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

19.4. **Severability:** This Agreement is subject to all applicable federal, state and local laws and regulations in effect in the relevant jurisdiction(s) in which you receive the Service. If any provision of this Agreement is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision of this Agreement, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of this Agreement. If any part of this Agreement shall be determined to be invalid or unenforceable by a Court of competent

jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

20. ENFORCEMENT. Breezeline reserves the right but does not assume the obligation to strictly enforce this Agreement, including without limitation by issuing warnings, suspension, or termination of access to the Service, and/or by removing, screening, or editing of Content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue. Our operator of the cellular network may access, use, and disclose transaction information and any content provided by you to comply with the law (e.g., a lawful subpoena) or based on their reasonable judgment that disclosure is necessary, or to enforce or apply our agreements, to initiate, render, bill, and collect for Service, to protect our rights or property, or to protect users of the Breezeline Mobile and other persons or entities from fraudulent, abusive, or unlawful use of the Service.
  
21. CHANGES TO THE SERVICE OR THIS AGREEMENT. Breezeline may change, amend, alter, or modify the Service or this Agreement at any time. Breezeline may notify you of any change by any of the following ways, as determined in our discretion: (1) by posting it [here](#); (2) by sending you an email to the address for your account in our records; (3) by mail or delivery service to your address of record; or (4) by including it on or with your bill for Service. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings at [www.breezeline.com](http://www.breezeline.com). If you find any material change to this Agreement to be unacceptable, you have the right to cancel your Service, subject to term commitment obligations. If you continue to use the Service for more than 30 days after notice has been made of a change, you agree to accept those changes.