

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR ORDER, THEY WILL GOVERN ALL OF YOUR USES OF THE EQUIPMENT AND SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR OTHERWISE USE THE EQUIPMENT AND SERVICES. In consideration of their respective rights and obligations under the Agreement, Southern Communications Services, Inc. d/b/a SouthernLINC Wireless ("our," "us," or "we") and the Customer ("you" or "your") agree as follows:

- Acceptance.** All sales to you of certain handsets or accessories certified as Motorola iDEN compatible ("Equipment" or "Units") to be used with our Motorola Integrated Digital Enhanced Network (the "System"), and prepaid wireless cellular services ("Cellular") and prepaid two way radio services ("InstantLINC Mobile to Mobile") (individually, "Service" or collectively, the "Services") are made under the terms and conditions herein. By placing an order for or using the Equipment or Service(s) or signing this Agreement, you accept and agree to the terms and conditions of the Agreement. You must be over the age of 18 to purchase the Services.
- Purchase of Equipment.** To use our Services, the Equipment is required. You represent that you own the Equipment or that you will purchase Equipment at the time you sign up for Services. Equipment may be new or reconditioned. YOU ACKNOWLEDGE THAT THE EQUIPMENT IS NOT COMPATIBLE WITH ANY OTHER WIRELESS TELECOMMUNICATIONS SYSTEM AND MAY ONLY BE USED WITH THIS SYSTEM.
- Service.** We may provide Services to you to use the Equipment as you have specified on the Order Page and within our coverage map at southernlinc.com. Not all features and service offerings of our post-paid calling plan are available for purchase through these Services. You must pay in advance for our Services by purchasing our Services in certain designated dollar values, but your maximum Prepaid account balance may never exceed \$750.00. Other than calls to 611, 911, #ADD or #BAL, or calls to replenish by calling Customer Support, you can only use our Services when your Prepaid account has a positive balance, except for possible time lapses associated with the systems. All sales of Services are final, nonrefundable and nontransferable once applied to your Prepaid account balance. No refunds or other compensation will be given for unauthorized calls, returned, expired, lost or stolen PINs (defined in Section 5) or Equipment (except as stated in Section 4). We may include an activation fee or any other fees in your Prepaid charges for any Services you order. You cannot use the Services to place calls to 700, 855, 900, or 976 numbers, operator-assisted telephone calls or incoming collect calls. You cannot use the Services to obtain roaming, wireless Internet or data access services. We may modify any and all terms and conditions of this Agreement including, without limitation, the rates and pricing (even if you paid in advance), at any time upon notice to you. We may provide you notice of such modifications by sending a text message to your Equipment, by sending written notice to the address you provided at the time of activation, by playing a recorded message when you attempt to place a call, by playing a recorded message when you attempt to replenish your account or by such other methods we deem appropriate. You may, upon receipt of such notice, terminate Services by following the instructions stated in such notice. Your failure to terminate Services within 15 days after the date of the notice means you agree to such modification(s), and you will be responsible for any additional charges even if you paid in advance. You agree that you have no proprietary or ownership rights to a specific phone number. We will accept orders from your authorized agent to port any eligible phone number currently assigned to your Prepaid account. You will be responsible for any act or omission of your agent. After such port, you will continue to be responsible for all incurred but unpaid amounts on your Prepaid account. You may appoint us to act as your agent for purposes of porting any eligible phone number(s) you currently use with a third party carrier to us, by providing us with written authorization, in the form of a letter of agency ("LOA"), to act on your behalf. You will be responsible for any and all charges and amounts incurred with respect to such phone number(s). The LOA will remain in effect until cancelled by you in writing.
- Return Policy.** We may terminate Services for any reason within 15 days of activation and receive a refund of the original purchase price (but not the Service Charges (as defined below)) of certain Equipment, provided that: (1) you return the Equipment in like-new condition (undamaged and in good working condition as determined by us in our sole discretion) accompanied by all the original contents and accessories (undamaged and in good working condition as determined by us in our discretion) that came with the product plus the original invoice (collectively, "Like-New Product"); (2) the returned Equipment must have less than 30 minutes of total airtime usage; and (3) you return the Like-New Product to us in the original packaging (if any) with proof of purchase to the place of purchase. Shipping charges are not refundable and are not included in the refund amount. Final return acceptance or rejection will be determined by us in our discretion. You will be responsible for all applicable service fees, plus any overage charges, activation charges, taxes or other charges that accrued to your Prepaid account through the date of service deactivation ("Service Charges"). This Return policy, including the number of days for return, may be changed from time to time without notice. This Return policy may not apply to certain products. Even if you cancel Service and/or return your Equipment as provided herein, you are responsible for all charges incurred prior to cancellation or return and any subsequent penalties or assessments.
- Replenishment.** You will not receive a monthly invoice or activity record for your use of the Services. To place additional funds to your Prepaid account, you may visit our retail stores, authorized dealerships or third party replenishment providers' sites; contact us toll free at 1-800-406-0151; or other replenishment methods as we may provide from time to time and as may be disclosed in the materials you receive at the time of your Service purchase. You may visit our southernlinc.com (our "Web site") for available replenishment options and Service options. To replenish your Prepaid account (depending on the replenishment option that you choose), you may receive a unique product identification number(s), passcode(s), and card number(s) (collectively, "PIN(s)") with a represented dollar value that may only be used once to replenish your Prepaid account and must be redeemed within a certain period of time. Except as specifically permitted by other instructions regarding the Services, you will not, and will ensure that you do not, lend, give, or otherwise disclose any PINs to any unauthorized person, or you will not permit any unauthorized person to use your PINs or your accounts. Any loss of control of PINs may result in the loss of control over your account or other information. You will be responsible for any actions taken on your behalf or by any person using your PINs. If any PINs have been compromised for any reason, then you should immediately notify us so that we may issue new PINs.
- Payment and Collection.** We will automatically deduct from your Prepaid account all amounts due under this Agreement (including, without limitation, amounts due for any Services, fees and other charges). You will be charged for any use of Service(s) associated with your Prepaid account (as specified in this Agreement) and in accordance with the Prepaid calling plan selected. For Cellular, we will deduct from your Prepaid account your airtime use (rounded up to the next full minute), voicemail deposits, and any other system features. For InstantLINC Mobile to Mobile, we will deduct from your Prepaid account a daily fee for each day in which you make at least one dispatch call. For Cellular, you will be responsible for all usage during which your Equipment is connected to or using our System or any other provider of wireless or ancillary services, which with incoming Cellular calls, is approximately from the time you press any key on the keypad to answer the call, until the time you press any key to terminate the call. With all outgoing Cellular calls, the time you are on the System is approximately from the time you press any key on the keypad to begin the call, until the time you press any key to terminate the call. We will deduct Cellular airtime for busy, unanswered or wrong number calls, and chargeable time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. We may deduct for Cellular airtime for incoming calls forwarded to another number. We will also deduct the then-current fee for directory assistance calls plus applicable Cellular airtime charges. You will be responsible to us for any expenses we incur in collecting amounts due under this Agreement, including, without limitation, court costs and reasonable attorneys' fees. If you believe we have incorrectly deducted from your Prepaid account balance any charges or fees, then you must notify us of your disputed charges or fees within 30 days from the date the disputed charges or fees were deducted from your Prepaid account balance or waive your right to dispute those charges or fees. We require written notification of all disputed charges to be delivered to the attention of Customer Accounting at the address listed in Section 21. The assessment of applicable taxes and surcharges and various rates of tax and surcharge may change from time to time as a result of changes to the applicable law.
- Taxes and Fees.** You are responsible for any and all federal, state, and local transactional taxes, fees or surcharges, including, without limitation, universal service fees, E911 fees, sales taxes, mobile communications services taxes and gross receipts taxes applicable to the sale of the tangible personal property or Services, (collectively, "Taxes and Fees"), which Taxes and Fees will be deducted from your Prepaid account.
- Suspension/Deactivation Fees.** If you fail to maintain a positive Prepaid account balance, then we may suspend your use of the Services. If your Prepaid account has a zero or negative balance and you replenish your Prepaid account and pay all outstanding fees within 30 days of such zero or negative balance, then we will reactivate your Services within 48 hours. Your Prepaid account will expire and be deactivated if your Prepaid account maintains a zero or negative balance for 30 days or more or if your Prepaid account is inactive for 60 days or more ("Deactivation for Inactivity"). For purposes of this section, "inactive" means no usage on your Prepaid account or no replenishment of your Prepaid account. You will lose your unused account balance and phone number if your Prepaid account expires. If we deactivate your Prepaid account, then you must pay another activation fee, in addition to any other outstanding fees, before we will reactivate such Service(s). If we deactivate your Prepaid account, then we may assign you a new phone number and InstantLINC Mobile to Mobile identification when you reactivate your Prepaid account. We reserve the right to modify the terms of service as a precondition to reactivating the Service. You must reactivate your Prepaid account within 30 days of the deactivation of your Prepaid account, otherwise this Agreement will automatically expire on the 31st day following such deactivation.
- Changing Service Plans.** You may not change to our qualified standard post-paid calling plan without credit approval and selection of a new calling plan. Upon migration to our post-paid calling plans, any remaining Prepaid account balance will be lost. Your post-paid service will be subject to new terms and conditions. If you wish to change from a post-paid calling plan to a Prepaid service, then you may be required to terminate your post-paid calling plan, pay an early termination fee and then activate a Prepaid account. In addition, we may, at our discretion, charge you a fee for multiple account changes between Prepaid calling plans.
- Term Termination.** You may use the Services, specified on the Order Page, pursuant to this Agreement from the date of activation of the Services until the earlier of (a) the suspension or deactivation of the Service(s) (including your Prepaid account) or (b) the termination, expiration or cancellation of this Agreement. We may suspend or deactivate Services (including your Prepaid account) or terminate this Agreement at any time without notice (a) if you fail to comply with the terms of this Agreement, (b) if you commit a default under Section 11, or (c) for any other reason. In addition, we will pursue all remedies permitted by law, together with all rights provided in this Agreement. You may terminate this Agreement for any reason with 30 days notice to us, but your unused balances will not be refunded to you and become our property. Upon a Deactivation for Inactivity or your termination or cancellation of the Services (including your Prepaid account) and/or this Agreement, all remaining unused Prepaid account balances will become our property and we will not refund such balances.
- Default.** The occurrence of any of the following events constitutes default under this Agreement: (i) your failure to maintain sufficient funds in your Prepaid account under this Agreement or to perform any other obligation under this Agreement; (ii) any representation, warranty, covenant, information or statement made or furnished to us by you or any guarantor, or on behalf of you or any guarantor, proves to have been false or misleading in any material respect when made or furnished; (iii) interference with the System, Services or business operations; (iv) use of the Services in a manner that adversely affects service to other customers; or (v) an illegal use, a fraudulent use, a misuse, or an abuse of the Services, Equipment, Web site, System or PINs. Upon the occurrence of any event of default, we may immediately suspend any and all Services, terminate this Agreement and pursue any or all other legal remedies available under this Agreement.
- Emergency Service (911).** The Services provided hereunder interact with 911, E911 and other emergency services in different manners than landline telephone service. Depending on the circumstances of a particular call, the Services provided hereunder may not be able to connect you to any service provider, or to identify your subscriber identity, your phone number, or your location to emergency services and may not always be connected to the appropriate emergency services provider. Accordingly, 911 or E911 service may not be available to you, even if 911 or E911 fees are assessed by state and local authorities.
- Data Privacy.** To serve you as a customer, we will initially collect information about you such as your name, street address, and telephone number, and will thereafter continue to collect information about you and your Prepaid account as we provide Services to you. We may collect information about you in person, by telephone, by mail, or on our Web site, through your use of the Services you purchase or by other means, which will include without limitation data on calls (including the originating and destination numbers and date, time and duration of calls, and other data necessary for the establishment, billing or maintenance of the call) ("Your Data"). We may, but are not required to, monitor, intercept, and disclose your transmissions, location or communications and may disclose your billing, account, calling records, or other information, if required by law or to protect our rights, business, System or customers. We are subject to and will comply with Section 222(c) of the Communications Act of 1934, as amended, addressing Customer Proprietary Network Information ("CPNI"), and corresponding federal regulations, under which you have the right and we the duty to protect the confidentiality of Your Data, which is also CPNI. You understand and agree that, in accordance with applicable law, we may use, access or disclose to third parties or our affiliates or business associates for their use information, including without limitation your CPNI, we collect, develop or have about you to provide you with Equipment, Services, enhanced services or customer support service; obtain a credit report; protect you, us, the System or its users; investigate illegal activity; sell assets of our business; provide call location information; provide or conduct marketing services; respond to emergencies; or for other legally permissible purposes. You may withdraw your consent for such access to or use of your CPNI by sending written notice to us in accordance with Section 21 below, except for that required to: provision, administer, bill or account for the Services; protect you, us, the System or its users; or disclose information to government or public safety authorities in response to an emergency. Your denial of approval of CPNI will not affect the provision of most services to which you subscribe, except for the provision of any location based services. For more information on SouthernLINC Wireless's privacy policy, please visit our web-site at www.southernlinc.com/privacypolicy.asp. If you disclose information to other parties or link to another Web site through our Services, then we do not control how third parties use or disclose your information. We encourage you to review their applicable privacy policy before you disclose your information.
- Customer Covenants.** You will use the Equipment, Services, System, PINs and our Web site only in the manner for which each was designed and in accordance with all applicable laws. You also will use only Equipment that is certified as Motorola iDEN compatible and that is programmed with our licensed telecommunications frequency band map. You will not misuse, abuse, illegally use or fraudulently use the Services, Equipment, Web site, System and PINs. If you are an institutional customer, then you must instruct your employees in the use of the Equipment, Services, Web site, PINs and System and their capabilities for your particular operations. For assistance in training and for all other inquiries, you may call customer care at 611 or 1-800-406-0151. You will maintain the security and confidentiality of your PINs, passwords and Prepaid account and will implement the necessary controls to prevent unauthorized calls. We reserve the right to terminate this Agreement if we reasonably believe that you (i) are violating any applicable law, (ii) have behaved in an abusive, derogatory, fraudulent, harassing or similarly unreasonable manner to us, any of our representatives or employees, our other customers or any other person, (iii) provided us false information regarding your identity or planned use of the Services, Web site, PINs or Equipment, or (iv) are using the Equipment, Web site, PINs or Services in a way that may adversely affect our Services, System, Web site, or our reputation or business. You will not resell or attempt to resell any aspect of the Services (including without limitation PINs), whether for profit or otherwise. You will not use an automatic dialer or program with your Equipment or the Service.
- Warranty Disclaimer.** The Services provided hereunder are part of a telecommunications service available to the public from a network serving all System customers in several states as an integrated System. The System routes all communications through central points of control used by other public traffic. You may experience variations in the Services and access times based upon the location involved, the other traffic on the System, or conditions at various locations of the System. You may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low powered portable equipment in areas where higher powered mobile equipment is needed for coverage, radio frequency propagation effects, the effects of weather, the effects of natural and constructed obstructions, equipment maintenance and upgrades, repairs and malfunctions, and public usage exceeding capacity. Many of the Services and features are dependent upon third party providers and may be disrupted or canceled due to action(s) or omission(s) of the third party providers. **WE MAKE NO WARRANTIES OR GUARANTEES AS TO ANY SERVICES OR FEATURES PROVIDED BY THIRD PARTIES. IN ADDITION, WE DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL, WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED REGARDING THE EQUIPMENT OR SERVICES. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE DO NOT WARRANT THAT ANY SERVICES OR WEB SITE WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF THE SERVICES, WEB SITE OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR THE EQUIPMENT IS SOLELY PROVIDED BY THE MANUFACTURER.**
- Security.** We will not intentionally jeopardize the security of your systems or Equipment. Notwithstanding the foregoing, we are not responsible for any software code enters your Equipment through our System that is designed to be capable of disrupting, disabling or self-limiting computer hardware or software, including, without limitation, locks, time bombs, and trap doors, any malicious software code that is designed to disrupt, cause damage to or deplete the resources of any computer hardware or software by self-duplicating, altering any files or otherwise, including, without limitation, viruses, Trojan horses, worms, or any hidden communication capacity. We will use commercially reasonable efforts to prevent security breaches with respect to the use of the Services. Notwithstanding the foregoing, you agree that we have no liability with respect to the unauthorized use of any information that you may provide us including, without limitation, your name, address, social security number, credit card information, and driver's license number through the use of the Services.
- Limitation of liability. WE WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY OUR NEGLIGENCE AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPT OR FAILURE IN THE OPERATION OF ANY EQUIPMENT SOLD OR OTHERWISE PROVIDED HEREUNDER OR IN CONNECTION WITH THE USE OF THE SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT OR SERVICES. IF THE EQUIPMENT PROVES DEFECTIVE, THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY YOU. TO THE EXTENT WE ARE LIABLE UNDER THIS AGREEMENT, YOU HEREBY LIMIT OUR LIABILITY AND YOUR CLAIM WITH RESPECT TO EACH UNIT AND RELATED SERVICES TO THE LESSER OF (A) THE DIRECT DAMAGES PROVEN BY YOU OR (B) THE AGGREGATE AMOUNTS PAID BY YOU FOR THE TWO (2) MONTHLY PERIODS PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION FOR THE SPECIFIC PRODUCT OR SERVICE WHICH FORMS THE BASIS OF SUCH CAUSE OF ACTION.**
- Indemnity.** You will indemnify and hold us, our affiliated entities and our and their respective officers, directors and employees harmless for any loss, damage, cost (including, without limitation, reasonable court costs and attorneys' fees), suit or claim arising out of or related to: (i) any breach by you of this Agreement (including, without limitation, your obligation to comply with all applicable laws and regulations); (ii) any use of the Web site, Equipment, PINs or Services by you, your employees, or any other person or entity using our Web site or the Equipment, PINs or Services issued to you; or (iii) any infringement of our or any third party's trade secrets, trademarks, copyrights, patents or other intellectual property by you, your employees, or any other person or entity using our Web site or the Equipment or Services issued to you. You will not settle any claim without our prior approval. Such approval will not be unreasonably withheld or delayed.
- Force Majeure.** Neither party will be liable for a failure or delay in its performance under this Agreement (other than payment obligations) to the extent such failure or delay was covered by an event or occurrence beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or governmental action, labor dispute, failure of telecommunications facilities, acts or omissions by any third party (including without limitation our vendor(s), service provider(s) or contractor(s)), or transmission links, failure of digital transmission links, Internet slow-down or failure, lightning strike, meteor shower or extreme high or low temperatures.
- Arbitration.** The parties will make diligent, good faith attempts to resolve all disputes. If the representatives of the parties cannot resolve the dispute within 60 days after the matter is submitted to them, then, unless otherwise agreed, the parties will submit the dispute to arbitration. The arbitrator(s) will hold a hearing within 60 days following their designation, and will render a resolution of the matter submitted within 30 days after the hearing. The arbitrators' decision must be in accordance with applicable law. The parties will conduct the arbitration pursuant to the Wireless Industry Arbitration Rules of the American Arbitration Association. The parties will hold all arbitration hearings in Atlanta, Georgia. The foregoing agreement to arbitrate is specifically enforceable. The arbitration will be final and binding on the parties and not subject to any appeal.
- Miscellaneous.** Any legal notice, authorization, or consent required or permitted under this Agreement will be made in writing and will be deemed effective when delivered to the following address: Southern Communications Services, Inc. d/b/a SouthernLINC Wireless, 600 University Park, Suite 400, Birmingham, AL 35209. You may neither assign this Agreement nor any rights hereunder without our prior written consent. You represent that you may legally enter into this Agreement, having received a copy of this Agreement and having read and clearly understood its terms and conditions. If activating on behalf of a corporation or entity, you represent that you have full authority to bind such corporation or entity and, if not, you agree to accept personal liability for the Prepaid account. You are responsible for all charges incurred by any person who uses your Equipment or Service(s) or who you authorize or allow to access the Prepaid account.

This Agreement is governed by Georgia law without regard to its choice of law rules. If any one or more of the provisions of this Agreement or any application of those provisions is held to be invalid in any respect, the enforceability of such provision and all other remaining provisions contained in this Agreement and all applications of such remaining provisions will continue in effect to the fullest extent permitted by law. This Agreement, including all Order Pages, constitutes the entire Agreement among the parties with respect to its subject matter, and supersedes any other statement or writing not a part of this Agreement or otherwise referenced in this Agreement. Except as otherwise provided herein, this Agreement may be amended only by a writing signed by both parties. No party will be deemed to have waived any right under this Agreement unless such waiver is made explicit in writing and signed by such party.