

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

- 1. Acceptance.** All sales to you of prepaid phones, data equipment or accessories ("Equipment"), wireless cellular services ("Cellular"), two-way radio services ("Push to Talk"), data services and software (collectively, "Services") for use on our Motorola Integrated Digital Enhanced Network ("System") are made subject to these Terms. By activating or using Equipment or Services, you (a) accept and agree to these Terms, (b) certify that the information provided to us in connection with your purchase is true and complete, and (c) certify that you are 18 or older. You acknowledge that you must activate Services within 30 days of purchasing Equipment, or you will be deemed to accept these Terms whereby you agree to pay the rates, fees, taxes and charges associated with your plan and usage.
- 2. Equipment.** To use Services, you must use Equipment certified and programmed for use on our System. You represent that you own or will purchase Equipment when or before you activate Services. Equipment may be new or reconditioned. YOU ACKNOWLEDGE THAT EQUIPMENT MAY ONLY BE USED WITH OUR SYSTEM AND IS NOT COMPATIBLE WITH ANY OTHER TELECOMMUNICATIONS SYSTEM. Only our representatives may repair, service or otherwise access Equipment and Services. Any software loaded on your Equipment by non-representatives is done so at your own risk.
- 3. Services.** We may provide you Services to use Equipment with your plan's features within our regional coverage area, shown approximately on the regional coverage map available at www.southernlinc.com (our "Web site"). Actual coverage and quality may vary, subject to Section 12. Other than calls to 611, 911, #ADD and #BAL, you can only use Services when your account has a sufficient positive balance or has been prepaid via an applicable daily or monthly plan, except for possible system lapses. Services do not offer all features of post-paid plans, including but not limited to, roaming services, Internet or data access unless we notify you of availability through your selected plan or if you separately purchase the available service. You cannot use Services to make calls internationally, with operator assistance or to 700, 855, 900 or 976 numbers, or to receive incoming collect calls. You will be charged for usage per your plan selected upon activation. We may charge you a fee to change your number or plan type. All sales of Services are final, nonrefundable and nontransferable once applied to your account balance. No refunds or other compensation will be given for unauthorized calls, returned, expired, lost or stolen PIN (defined in Section 5) or Equipment (except as stated in our return policy, available on our Web site).
- 4. Payment and Collection.** You pay us in advance for Services and will not receive a monthly invoice or activity record for your usage. We automatically deduct from your account balance all amounts due hereunder (including, without limitation, amounts due for Services, taxes, fees and other charges). You will be charged for your usage according to your plan. Applicable federal, state, and local transactional taxes, fees or surcharges will be deducted from your account, including, without limitation, universal service fees, 911 surcharges, sales, mobile communications services, regulatory cost recovery fees and gross receipts taxes (subject to change, legal or otherwise). Such charges are based on your place of primary use indicated upon activation or reasonably assigned to you. If your plan charges on a daily basis, we will deduct from your account balance a daily fee per your plan for each day when you make at least one call or otherwise use Services. If your plan charges monthly, we will deduct from your account balance the monthly fee at the beginning of the month. If your plan charges for Cellular calls, text messages, long distance and/or other features, we will deduct your usage charges as applicable (rounded up to the next full minute). Generally, airtime includes all the time you use the System, including ring time, forwarded and unanswered calls, pressing any key to make a call, and System time to clear channels and recognize terminated and busy calls. You may be charged the current fee for directory-assisted calls (plus Cellular airtime if chargeable by your plan). If we incur any expenses in collecting amounts due, you will be responsible for paying any expenses we incur, including, without limitation, court costs and attorneys fees. If you believe any deduction from your prepaid account is incorrect, you must notify us in writing (to the attention of Customer Accounting at the address in Section 18) of your dispute within 30 days from the date of disputed deduction or waive your right to that dispute. If any check or other form of payment is not paid, dishonored or reversed by a financial institution, you will pay us the greater of a fee of \$25 or the maximum amount allowed by law. We may deduct amounts owed by you from your prepaid account or any other account you have with us now or in the future.
- 5. Replenishment.** You are responsible for replenishing funds to make your prepaid account balance sufficient to cover your usage charges. To place funds on your account, you may visit our retail stores, authorized dealers, third-party replenishment providers' sites or other replenishment methods we may provide from time to time (listed on our Web site). Some methods may require a unique product identification number(s), pass code(s) and card number(s) (collectively, "PIN"). A PIN may have a specified dollar value and expire after a single use or by a certain date. Except as instructed otherwise by us, you agree to protect and not lend, give or otherwise disclose any PIN to any unauthorized person, and you will not allow any unauthorized person to use your PIN or your account. Loss of any PIN may result in loss of control over your account or other information. You are responsible for actions taken by you and any person using your PIN. If your PIN is compromised for any reason, you should immediately notify us so we can issue you a new PIN. The maximum prepaid balance is \$750.

6. Suspension and Deactivation. If you fail to maintain sufficient funds in your prepaid account to cover your plan's usage charges at any time or if your account is inactive for 60 days, then we may suspend your Services. If you replenish your account and pay all outstanding charges within 60 days, we will reactivate Services within 48 hours of receiving payment. If you fail to replenish your account to a sufficient balance for more than 60 days, or if your account remains inactive for more than 120 days, your prepaid account will expire and be deactivated. "Inactive" means no replenishment or usage on your account. If your account is deactivated, you will lose your unused account balance and phone number. Before reinstating Services for a deactivated account, you must pay another activation fee and any other outstanding charges.

7. Term/Termination. You may use Services according to your plan selected at activation from the date of activation until the earlier of (a) suspension or deactivation of Services, including your account or (b) termination, expiration or cancellation of these Terms. You may terminate Services by giving us 30 days advance written notice or by discontinuing replenishment and usage, but your unused balance will not be refunded and will become our property. If you terminate your prepaid plan to switch to a post-paid plan, you will lose any remaining prepaid balance and be subject to new terms and conditions, including, without limitation, credit approval. If you transfer your phone number to a third-party carrier, we will consider your account terminated, and you will lose any remaining prepaid balance. We may terminate Services at any time without notice if you otherwise fail to comply with these Terms or commit a default under Section 8. We will also pursue all remedies provided by law, together with all rights provided in these Terms. Subject to applicable law we may modify any terms and conditions herein (including, without limitation, pricing even if you paid in advance) by providing advance notice to you. We may provide notice to you via the replenishment Web site, in writing to the address you provided at activation, by playing a recorded message when you place a call, or by other methods we deem appropriate. Upon receipt of notice of any material modification (excluding governmental taxes or cost recovery fees), you may terminate Services by following the instructions stated in the notice. If you do not terminate Services within 15 days of receipt, you will be deemed to accept the changes.

8. Default. The occurrence of any of the following events constitutes default: (i) your failure to maintain sufficient funds in your prepaid account or to perform any other obligation hereunder; (ii) sale, lease or transfer of Equipment or Services without our prior written consent; (iii) your providing us with any false or misleading information; (iv) loss, theft, substantial damage, sale or encumbrance of or to Equipment, or the making of any levy or attachment on Equipment; or (v) use of Services or System in a manner that affects our services or operations, is unlawful, harassing or not within your permissible usage allowance under Section 11, is not within our System or is not approved by us. Upon the occurrence of any default, we may immediately disconnect any Services and pursue any legal remedies. If you default, you may lose any remaining prepaid balance.

9. Emergency Service (911). Services interact with 911 and other emergency services in different manners than landline telephone service. Depending on the circumstances of a particular call, Services may not be able to connect you to any service provider, or to identify your subscriber identity, telephone number or location to emergency services and may not always be connected to the appropriate emergency services provider. 911 services may not be available to you, even if 911 fees are paid and assessed by law.

10. Data Privacy. To provide Services, we will use and disclose information about you, including, but not limited to, your name, street address, phone number, email and phone account. Of this information, we will obtain and possess certain usage-related information about the quantity, type and usage patterns of services that you use, called your Customer Proprietary Network Information or CPNI (as defined by applicable law). Under federal law, you have the right, and we have the duty, to protect the confidentiality of your CPNI, which we will protect in accordance with all applicable laws, rules and regulations and our CPNI Guide. We may modify our CPNI Guide at any time, affecting the manner in which you can access your account and we protect your CPNI. You acknowledge and agree that we may be obligated to disclose your information pursuant to court order or as otherwise required by law. If we are required by law or similar process to disclose your information, we may (to the extent legally permissible) provide you with written notice of such request or requirement so that you may seek an appropriate protective order. For more information on our privacy policies or CPNI Guide, visit our Web site at www.southernlinc.com.

11. Customer Covenants. You will use Equipment, Services (including the transfer of information), System, PIN and our Web site only in the manner for which each was designed and within your permissible use in accordance with applicable laws and our acceptable use policy, available at www.southernlinc.com, which may be modified from time to time. We may terminate Services if we believe that you are violating the acceptable use policy or any applicable law or engaging in any unethical behavior. You will not use an automatic dialer or program with your Equipment or Services. You are responsible for payment for all calls placed to or via your telephone number(s) regardless of any use or misuse of Services by you or any third party. All intellectual property rights remain with us or the developer, and you will not modify, disclose, reproduce or reverse engineer any portion of software. You agree that we may contact you for marketing and payment purposes to the contact methods you provide to us, which may be changed.

12. Warranty Disclaimer. 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. System routes all communications through central points of control used by other public traffic. You may experience variations in Services and access times based upon the location involved, the other traffic on the System, or conditions of 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, radio frequency propagation effects, the effects of natural and constructed obstructions, equipment maintenance and upgrades, repairs and malfunctions, and public usage exceeding capacity. Services may be dependent upon third party providers and may be disrupted or canceled due to actions of the third party providers. WE DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED REGARDING 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 WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF SERVICES OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR EQUIPMENT OR SOFTWARE IS SOLELY PROVIDED BY THE MANUFACTURER AND DEVELOPER.

13. Security. We will not intentionally jeopardize the security of your systems or Equipment and are not responsible if any software code enters your Equipment through our System that disrupts, disables or self-limits hardware or software. We disclaim any liability with respect to the unauthorized use of your information to the extent permitted by law.

14. Limitation of Liability. WE WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT CAUSED 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 INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT OR IN CONNECTION WITH THE USE OF SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EQUIPMENT OR SERVICES. IF EQUIPMENT PROVES DEFECTIVE, THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY YOU. TO THE EXTENT WE ARE LIABLE UNDER THESE TERMS, YOU HEREBY LIMIT OUR LIABILITY WITH RESPECT TO EACH UNIT AND RELATED SERVICES TO THE AGGREGATE AMOUNT PAID BY YOU FOR SERVICES TO THAT UNIT DURING THE TWELVE MONTHS PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION FOR THE SPECIFIC PRODUCT OR SERVICE WHICH CAUSED THE HARM.

15. Indemnity. You will indemnify and hold us, our affiliated entities and our and their respective employees harmless for any loss, damage, cost (including, without limitation, court costs and attorneys fees), suit or claim arising out of or related to: (i) any breach by you of these Terms; or (ii) any use of Equipment, Services or PIN by you, your employees, or any other person or entity using Equipment, Services or PIN 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 Equipment, Services or PIN issued to you. You will not settle any claim without our prior approval.

16. Force Majeure. Neither party will be liable for a failure or delay in its performance (other than payment) to the extent such failure or delay was caused by an event beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or governmental action, labor dispute, failure of telecommunications facilities or transmission links, failure of digital transmission links, Internet slow-down or failure, lightning or extreme temperatures.

17. Arbitration. Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity, will be submitted to arbitration administered by JAMS in Atlanta, GA in accordance with the JAMS Streamlined Arbitration Rules & Procedures. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. You must pay your share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If you prevail in the arbitration, we will bear all reasonable expenses borne by you in connection with the arbitration. YOU WILL NOT BE PERMITTED TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO THESE TERMS AND YOU IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE HAD TO PARTICIPATE IN ANY SUCH CLASS. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.

18. Miscellaneous. Any notices under these Terms will be made in writing and delivered to: us at 4601 Southlake Parkway, Hoover, AL 35244. These Terms are governed by Georgia law. If any provision of these Terms is held to be invalid in any respect, the enforceability and applicability of such provision and all other remaining provisions will continue in effect to the fullest extent permitted by law. These Terms constitute our entire agreement with respect to its subject matter, and supersedes any prior agreements between the parties with respect thereto. Except as otherwise provided herein, these Terms may be amended only by a writing signed by both parties. Any waiver by a party must be in writing and signed by such party.