



## AGREEMENT AND TERMS OF SERVICE (VOIP)

THIS AGREEMENT ("Agreement") is between Airwave Broadband Wireless.. ("we," "us" or "Airwave") and the user ("you," "user" or "Customer") of Airwave Residential or Business enhanced communications or telecommunications services and any related products or services ("Service"). Both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms. Also, by activating and/or using the Service, you agree that you are also bound by the terms of Airwave applicable state and/or federal tariffs, rate schedules, and public disclosures, which are incorporated into this agreement by reference.

### 1. SERVICE

Term Service is offered on a calendar-month basis, for an initial term that begins on the date that Airwave activates your Service and ends on the last day of the month of your activation. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give Airwave notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. If you terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term and any and all outstanding charges. Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your account.

**Residential Use of Service and Device** If you have subscribed to Airwave-VoIP Residential services, the Service and Device are provided to you and your household as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial or governmental activities, profit-making or non-profit. If you fail to comply with these limitations, Airwave reserves the right to immediately terminate or modify the Service, if Airwave determines, in its sole discretion and in accordance with applicable law and/or the rules and regulations of appropriate state and federal regulatory bodies, that Customer's Service is being used for non-residential or commercial use.

**Business Use of Service and Device - Prohibition on Resale.** If you have subscribed to Airwave Business services, the Service and Device are provided to you as a business user. This means that you are not to resell or transfer the service or device to any other person for any purpose. You agree that the Airwave Business Plans are for ordinary and usual office voice communications and do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting, or any type of automated or continuous use. Airwave reserves the right to immediately terminate or modify the Service, if Airwave determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities, in accordance with applicable law regarding such terminations.

**Bundled Service:** You acknowledge and agree that the Services are offered on a bundled basis (including local, toll, long distance) and cannot be separated. You acknowledge that these services (local, toll, and long distance) are not available individually and that in order to maintain each of the services in the bundle, one must maintain the others on the same service line. Should you wish to change any of these services provided by Airwave, You MUST contact Airwave Internet no less than 15 days before the next billing cycle to availability and pricing.

**Equipment Non-Return Fee:** You will be charged an equipment non-return fee of \$65.00 per Device obtained from Airwave upon termination of Service for any reason regardless of if such termination is by Airwave or you. The equipment non-return fee becomes due and payable immediately upon termination and will be billed directly to your credit card. If you have multiple Devices, you will be charged an equipment non-return fee of \$65.00 per Device for each Device belonging to Airwave in your possession. To receive a credit for the equipment non-return fee, you must return the Device(s) undamaged and in original condition within fifteen (15) days of termination. Airwave will not credit you if the Device(s) is damaged or not in its original condition as received by you. In the event you disconnect multiple lines, Airwave will issue you a credit for all equipment non-return fees upon receipt of all Devices in accordance with this Section. Further, Airwave reserves the right to charge you for any power cables, network cables or other incidental equipment (Equipment) provided to you in addition to the Device should other such Equipment not be returned.

### **Lawful Use of Service and Device**

**Prohibited Uses:** You agree to use the Service and Devices for lawful purposes only. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Airwave sole judgment the transmission, receipt or possession of such communication would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Airwave reserves the right to terminate your service immediately and without advance notice if Airwave, in its sole discretion, believes that you have violated the above restrictions, or any Applicable Tariff term, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus an equipment non-return fee, all of which immediately become due and payable, as may be permitted under Applicable Law. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Airwave against any and all liability for any such use that fails to comply with this If Airwave, in its sole discretion believes that you have violated the above restrictions, Airwave may forward the objectionable material, as well as your communications with Airwave and your personally identifiable information to the appropriate authorities for investigation and prosecution.

**Use of Service and Devices by Customers Outside the United States:** While we encourage use of the Service within the United States to other countries, Airwave does not currently offer or support VoIP Service to customers located in other countries. If you move the Device to a country other than the United States and use the Service from there, you do so at your own risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you. Transport or sale of the Device outside of the United States may result in a violation of US or foreign technology import/export laws or rules; compliance with which is your sole responsibility.

**Loss of Service Due to Power Failure:** You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply to your Device or at any point in your transmission path, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment including your Device or any connecting equipment in your transmission path prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including any 911 calling feature that may be activated in or accessed by your Service. Airwave highly recommends installing a UPS (Uninterruptible Power Supply) on all Internet and Phone devices.

**Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software:** The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials provided or offered by Airwave and on Airwave website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names of Airwave are and shall remain the exclusive property of Airwave. and nothing in this Agreement shall grant you the right or license to use such trademarks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Devices are exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by Airwave, which Airwave reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Airwave against any and all liability arising out of your use of such interface device with the Service.

**Tampering with the Device:** You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from Airwave in each instance. Doing so shall constitute a violation of this Agreement.

**Theft of Service:** You agree to notify Airwave immediately, by calling Airwave customer service line, if the Device or Service is stolen or if you suspect or become aware at any time that your Service is being stolen or fraudulently used. *You will be liable for all use of the Service using a Device or Access Code stolen from you and any and all stolen Service or fraudulent use of the Service until Airwave is informed of the theft*

**Delivery or Warranty of Device; Ownership of the Device:** If Customer receives cartons and/or Devices that are visibly damaged, please note the damage on the carrier's freight bill or receipt and keep a copy. Keep the original carton, all packing materials and parts intact and contact Airwave customer service department immediately. Warranty coverage varies depending on the type of Device that Customer receives. If Customer purchased the Device new from Airwave and the Device includes a limited warranty at the time of purchase, Customer must refer to the separate limited warranty document for information on the limitation and disclaimer of certain warranties. If Customer's Device did not include a limited warranty from Airwave at the time of purchase, Customer agrees that they accept said Device "as is" and that Customer is not entitled to replacement or refund in the event of any defect. You understand that any Device provided by Airwave for use with the Service is and remains the exclusive property of Airwave unless purchased in full by you. Nothing in these terms should be construed to confer any title, rights of ownership, or other property rights onto you, the Customer.

**Number Transfer on Service Termination:** Airwave may, solely at the Company's discretion, release the telephone number that was ported in to Airwave by you and used in connection with your Service provisioned by Airwave to your new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; and (ii) you request the transfer upon terminating your account.

**Service Distinctions:** You acknowledge and understand that the Service has different technical limitations than a traditional telephone service. Technical differences exist between traditional telephone service and this Service offering provided by Airwave Broadband Wireless. The Service may be subject to different regulatory treatment than traditional wire-line phone service. This treatment may limit or otherwise affect your rights and responsibilities before Federal and State regulatory agencies.

## 2. EMERGENCY SERVICES- 911 DIALING

**Differences in Availability and Operation of Emergency Dialing Service ("911" or "E911"):** You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber or wire-line telecommunications support for traditional 911 or E911 access to emergency services. The 911/E911 Services offered by the Company in conjunction with these services are available only on Airwave provided or other approved Devices as described herein, and only in specific areas, as specified by the Company, but you acknowledge and understand that 911-type dialing is NOT automatic. When ordering the service, you must separately activate such 911-type dialing capabilities by specifically requesting them at the time of service activation or thereafter, subject to Airwave, governmental and/or industry technical approval, availability and restrictions, with specific confirmation from Airwave, as described herein. Such request must contain specific information as requested, and as may be modified by Airwave in its sole discretion from time to time, and must be accompanied by your acceptance of the specific term, conditions and responsibilities attendant thereto, including but not limited to maintenance and communication to Airwave in advance of any changes in information relating to the physical location for which the 911-type capabilities may be activated, by the authorized user on the account.

Airwave 911 dialing cannot be used in conjunction with any "Soft Phone" ("download") application. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service as to the non-availability of traditional 911 or E911 dialing from your Airwave Service and Device(s). If you activate Airwave 911-type dialing service, you agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service as to the important differences and limitations of Airwave 911 dialing service as compared with traditional 911 or E911 dialing, as set forth in this Agreement, including without limitation the conspicuous posting on the device of any caution or warning materials as may be appropriate, and you agree to make reasonable efforts and use reasonable judgment in informing them of the proper and specific operation and requirements of the Service, if available, and/or to restrict third parties' access to the Service for any purpose.

**Description of 911-Type Dialing Capabilities - Activation Required:** You may dial 911 as needed, provided that all other Service requirements, including but not limited to, power supply, broadband internet connection, internet service provider login or "timing out" (even with an automatic restart that may cause a reassignment by your internet service provider of a different session-based internet address), and Service login are activated, operational and uninterrupted for the entire duration of the call. When you dial 911 from your designated physical location, your call is routed from the Airwave network to the Public Safety Answering Point (PSAP) or to local emergency service personnel designated for the address that you listed at the time of activation and confirmation. Airwave can only route 911-type calls within certain geographic areas, from Airwave provided devices and IP phone primary number assignments designated by Airwave as geographically appropriate, as locations within such areas may be confirmed by Airwave upon service activation. You acknowledge and understand that any 911 type call made from any physical or geographical location other than the physical location designated and associated with the account, regardless where a caller or third party desires or requires emergency assistance, will fail. WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING AIRWAVE VoIP SERVICE, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER THE PUBLIC SAFETY ANSWERING POINT (PSAP) OR WILL BE LOCAL EMERGENCY SERVICE PERSONNEL DESIGNATED FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE.

As described herein, this 911 type dialing currently is the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Note, in particular, that certain features of "E911" may not be available in your area or technically feasible via this Service. While certain call-back capabilities, if they are available, may function on this Service, any interruption before, during or after any call - in power supply, broadband internet connection, internet service provider login or "timing out" (even with an automatic restart that may cause a reassignment by your internet service provider of a different session-based internet address), or Service login may cause these features to fail.

### **Service Outage:**

**Power Outage:** You acknowledge and understand that 911 dialing, like the Service as a whole, does not function in the event of a power failure. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment, connections or logins, prior to utilizing the Service or 911 dialing. Again Airwave strongly recommends that an uninterruptable power supply (UPS) be installed that will power your internet, any internet related devices/appliances as well as your phones.

**Broadband Service Outage:** You acknowledge and understand that service outages or interruptions by your broadband provider will prevent ALL Service including 911 dialing. Even a brief interruption in your broadband internet connection may cause the Service and 911 calling to fail until Customer resets or reconfigures equipment, connections or logins.

**Service Outage Due to Suspension of Your Account:** You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911 dialing.

**Other Service Outages:** You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

**Limitation of Liability and Indemnification:** You acknowledge and understand that the Company's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document, and applicable Tariffs. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AIRWAVE BROADBAND WIRELESS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

**Requires Activation:** You acknowledge and understand that 911 dialing does not function unless you have provided ALL the correct information when your service is activated and, if any you have responded to any informational errors or discrepancies in such, and, if applicable, such errors, if any, are corrected and the corrections confirmed in writing by Airwave. You agree to confirmation any errors in your account information, and understand and acknowledge that Airwave relies exclusively on you to provide and review the correct information for providing your Service.

**Failure to Designate the Correct Physical Address When Activating 911 Dialing:** IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE YOUR AIRWAVE EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR THE SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

**Requires Re-Activation if You Change Your Number:** You acknowledge and understand that call Airwave support to update your information, this information has been confirmed and the new address updated.

**Change of Physical Location of Equipment:** 911 DIALING WILL NOT FUNCTION CORRECTLY IF YOU MOVE YOUR AIRWAVE EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN YOU REGISTERED FOR THE SERVICE. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, YOU MUST UPDATE YOUR SERVICE ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS ON THE AIRWAVE VOIP SERVICE WEBSITE.

**Requires Re-Activation if You Move:** You acknowledge and understand that 911 dialing does not function properly or at all if you move or change the physical location of your equipment to a different street address. Failure to provide the current and correct physical address and location of your Airwave equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider

**Possibility of Network Congestion and/or Reduced Speed for Routing 911:** Due to the manner in which it is technically possible to provide the 911 dialing feature for Airwave VoIP Service at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher will be located at either the public safety answering point (PSAP) or will be local emergency service personnel designated for the address you listed at the time you activated your service. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

**Automated Number Identification:** At this time in the technical development of Airwave 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. Airwave system is configured in most instances to send the automated number identification information; however, the phone system routes the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and they are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

**Automated Location Identification:** At this time in the technical development of Airwave 911 Dialing, it may not be possible to transmit identification of your service address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911. You acknowledge and understand that you may need to state the nature of your emergency promptly and clearly, including your location, as PSAP personnel may NOT have this information. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location, and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

**Alternative 911 Arrangements:** YOU ACKNOWLEDGE THAT THIS SERVICE IS NOT CONSIDERED AS A PRIMARY LINE OR LIFELINE SERVICE. YOU SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL E911 SERVICES.

**No compatibility with other equipment:** All non-voice communications equipment, including but not limited to, home security systems that are set up to make automatic phone calls, fax machines, modems and medical monitoring devices, may not be compatible with the Service. By accepting this Agreement, you waive any claim against Airwave for interference with or disruption of such systems due to the Services. It is your responsibility to assure compatibility and operations of such devices/services before you connect to airwave service.

### 3. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

**Limitation of Liability:** Airwave Broadband Wireless. shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- act or omission of an underlying carrier, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power to Customer; or
- any other cause that is beyond Airwave control, including without limitation the failure of an incoming or outgoing communications, the inability of communications to be connected or completed, including 911 dialing, or degradation of voice quality. Airwave liability for any failure or mistake shall in no event exceed Service charges with respect to the affected time period.

**No Consequential Damages:** In no event shall Airwave Broadband Wireless., its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 911 or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability and apply whether or not Airwave was informed of the likelihood of any particular type of damages.

**Indemnification:** Customer agrees to defend, indemnify, and hold harmless Airwave, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing, or the Device. This paragraph shall survive termination of this Agreement.

**No Warranties on Service:** Airwave makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the Service or the Device for a particular purpose. Airwave does not warrant that the Service will be without Service failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither Airwave nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to Customer in connection with this Agreement or the Service will be liable for unauthorized access to Airwave or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Airwave or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by Airwave or Airwave agents or installers are informational and are not given as a warranty of any kind.

**No Third Party Beneficiaries:** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**Content:** You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that you or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Airwave reserves the right to terminate or suspend affected Services, and/or remove You or Users' content from the Services, if Airwave determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Airwave ability to provide Services to you or others or receives notice from anyone that You or Users' use or Content may violate any laws or regulations. Airwave actions or inaction under this Section shall not constitute review or approval of You or Users' use or Content. You will indemnify and hold Airwave against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you by Airwave.

#### **4. GOVERNING LAW / RESOLUTION OF DISPUTES**

**Mandatory Arbitration:** Any dispute or claim between Customer and Airwave arising out of or relating to the Service or Device(s) provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

**Governing Law:** The Agreement and the relationship between you and Airwave shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Airwave agree to submit to the personal and exclusive jurisdiction of the courts located within California. The failure of Airwave to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

#### **5. PRIVACY**

Airwave Service may utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Airwave is not liable for any lack of privacy that may be experienced with regard to the Service. Please refer to Airwave Internet [Privacy Policy](#) for additional information.

#### **6. CHANGES; NOTICES**

Except where expressly prohibited by law, the Customer agrees to accept notices to this agreement electronically, either by email or by web site posting. Notices to Customer of any changes to these "Terms of Service" shall be considered given by posting to the "Service Announcements" section of the Airwave VoIP Services Web Site. Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the Airwave Web Site and no further notice by Airwave is required.



## **7. ENTIRE AGREEMENT**

This Agreement, the accompanying work order, any Terms of Services or other rules now or hereafter specified by Airwave for the Service, public disclosures and/or any applicable tariff(s) on file with the applicable state utility commission or FCC shall constitute the entire agreement between Airwave and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Airwave and Customer with respect to the services provided hereunder. Acceptance of the Service shall constitute acceptance of the terms and conditions herein.