

WiCarolina Communications, LLC - HotSpot Terms and Conditions

Effective January 8, 2007, WiCarolina has revised its HotSpot Terms and Conditions and other related provisions for use of WiCarolina's services. You are strongly encouraged to read the entire agreement and to check this webpage periodically for any changes or updates.

Welcome to the WiCarolina HotSpot Terms and Conditions Page!

IMPORTANT NOTICE: BY USING THE WICAROLINA SERVICE, FEATURES OR ACTIVATING USE OF WICAROLINA SYSTEMS YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW CAREFULLY AS THEY, AMONG OTHER THINGS, LIMIT OUR LIABILITY (Secs. 18 and 19) AND REQUIRE MANDATORY ARBITRATION OF DISPUTES (Sec. 24). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW, YOU MAY NOT USE OR ACTIVATE THE WICAROLINA SERVICE, FEATURES OR SYSTEMS. This is a binding agreement between you and WiCarolina Communications, LLC ("WiCarolina," "we," "our," or "us") for use of WiCarolina's wireless local area network broadband communications services and related services and features (the "Service") in accordance with the WiCarolina HotSpot Terms and Conditions set forth below (the "Terms"), any applicable WiCarolina Wireless Service or Wireless Rate Plan (the "HotSpot Plan"), WiCarolina's Acceptable Use Policy and such other policies as WiCarolina may adopt (collectively, "Policies"), each as they may be amended from time to time and as may be posted from time to time at the WiCarolina website at www.wicarolina.com.

1. Agreement Governing Use of Service. These WiCarolina Terms, any HotSpot Plan you have agreed to, and the Policies, including any WiCarolina materials you received in connection with your account (together, the "Agreement"), govern the use of the Service. If the Service, in whole or in part, is subject to any tariffs filed by WiCarolina ("Tariffs"), then you further agree that such Service will also be governed by the terms of any such Tariffs, which Tariffs are incorporated in this Agreement by reference. In the event of a direct inconsistency, except as otherwise expressly stated in any of the foregoing, the Terms will control. You do not have the authority to vary, alter or amend any of the provisions of this Agreement. The provisions of this Agreement will control over any statement appearing as a restrictive endorsement or other language which purports to modify a right, obligation or liability of either party on any document you may send to WiCarolina. Read below for terms that specifically apply to certain services or plans that you choose. As these provisions of the Agreement may be updated from time to time, you agree to regularly check your postal mail, e-mail and all postings on the WiCarolina website at www.wicarolina.com or on another website about which you have been notified and bear the risk of failing to do so. You agree WiCarolina may change the provisions of the Agreement from time to time, and agree that electronic notices to you will be considered given and effective on the date posted to the "Service Announcements" section of WiCarolina's website (currently located at <http://www.wicarolina.com>). Such changes will become binding on you on the date posted to the WiCarolina website and no further notice by WiCarolina is required.

2. Acceptance of Agreement by Use/Activation. You acknowledge that you have read and understood, and you agree to, each of the provisions of the Agreement, and you represent and warrant that you are of

legal age and authorized to enter the Agreement and to accept and agree to become bound by the terms of the Agreement. The Agreement applies to you and to anyone who uses the Service. By (a) initiating, activating or using the Service, and/or (b) providing or authorizing a written or electronic signature or otherwise so indicating electronically, you will have been deemed to have accepted the current version of the provisions of the Agreement (i.e., the Terms, any HotSpot Plan, any applicable Tariffs, and the Policies) (or ratified any previous consent to the same). If you do not agree to the terms of the Agreement, you may not use the Service.

3. Changes to the Agreement or Charges. We may change or increase any applicable charges for the Service or any other charges at any time. However, if we: (a) increase the charges for a Service and you would be charged a termination or other fee to cancel that Service, or (b) we modify a material term of our Agreement with you and the modification would be materially adverse to you, we will notify you of the increase or modification (as provided in Sec. 16) and you can cancel the affected Service without paying the termination or other fee (which is your only remedy) by following the cancellation instructions in the notice. If you do not cancel the Service by following the instructions in the notice, then you agree to the increase or modification, even if you paid for Service in advance. If we increase charges for Service to which no termination or other fee to cancel service applies, we will notify you of the increase, but you will still be responsible for any termination fee applicable to any Services you may have if you cancel Service.

4. Service Availability; Required Device. An 802.11b/g-compatible computer, card and/or device (collectively, the "Device") is required to enable the Service to operate. Other requirements to enable use of the Service may be posted on WiCarolina's website (currently located at <http://www.wicarolina.com>). You are responsible for supplying and ensuring that your Device is compatible with the Service and meets federal and other applicable standards. The availability and performance of the Service is subject to all memory, storage and other limitations in the Device. Service is available to your Device only when it is within the operating range of the WiCarolina HotSpot network. Service access location lists and/or maps may be updated from time to time; actual Service coverage, locations and quality may vary. The Service is subject to unavailability, including unavailability due to emergencies, collocation failures, transmission and equipment limitations, or maintenance and repair, and may be interrupted, refused, limited, or curtailed. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service or wireless communications networks more generally. We may impose usage or Service limits, suspend access to the Service, or block certain kinds of usage in our sole discretion to protect users or our business. Network speed is no indication of the speed at which your Device or the Service sends or receives data. Actual network speed will vary based on Device configuration, compression and network congestion. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur.

5. Intended Use of Service: Prohibited Uses. Unless otherwise authorized by us in writing, you may only use a single user account solely for your use of the Service through one unit per login session. You may not reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, directly or indirectly transfer, distribute or exploit any portion of the Service without WiCarolina's prior written consent. You will not use the Service

in a manner prohibited by any federal, state, or local law or regulation, and will abide by WiCarolina's Policies, which set forth additional rules that govern your activity in connection with the Service. Without limiting the foregoing, you may not use the Service, or allow the Service to be used, for any abusive purpose or in any way that damages WiCarolina's property or interferes with or disrupts WiCarolina's network or other users or subscribers. You agree not to share your IP address or Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches the Agreement and may constitute fraud or theft, for which WiCarolina, its affiliates, and their agents reserve all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. We may change your address, login name or password at any time. We will assign you an IP address each time you access the Service, and it will vary. You shall not program any other IP address into your Device or any other equipment. You may not assign your login name, password or IP address to any other person or Device or other equipment. You agree that we may access your unit and information stored on it (such as drivers, software, etc.) to troubleshoot issues related to the unit or network; enable, operate and update the Service and software; investigate activity that may be in violation of this Agreement; and/or to comply with law. In addition, you agree not to use or attempt to use the Service, the WiCarolina network or website, or your Device for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: (a) Violating any applicable law or regulation; (b) Posting or transmitting content you do not have the right to post or transmit; (c) Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; (d) Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in our sole discretion; (e) Attempting to intercept, collect or store data about third parties without their knowledge or consent; (f) Deleting, tampering with or revising any material posted by any other person or entity; (g) Accessing, tampering with or using non-public areas of the Service or any WiCarolina website or WiCarolina's computer systems and network; (h) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (i) Attempting to access or search the Service or any WiCarolina network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser; (j) Sending or attempting to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; (k) Using or attempting to use the Service or any WiCarolina website to send altered, deceptive or false source-identifying information; (l) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any WiCarolina website; (m) Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any WiCarolina website, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any WiCarolina website; (n) and/or Impersonating or misrepresenting your affiliation with any person or entity. You will defend, indemnify and hold WiCarolina, its affiliates, and their agents harmless against any and all claims, losses, or liability arising under this section 5. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

If we suspect violations of any of the above, we may: a) institute legal action, b) immediately, without prior notice to you terminate the Agreement and the Service, c) terminate any other WiCarolina agreements between us and you and the WiCarolina service provided under those agreements, and d) cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations. WiCarolina reserves the right to install, manage and operate one or more software, monitoring or other solutions designed to assist us in identifying and/or tracking activities that we consider to be illegal or violations of these Terms, including but not limited to any of the activities described in this section 5. We may, but are not obligated to, in our sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information (including but not limited to emails) that we consider to be actual or potential violations of the restrictions set forth in these Terms, including but not limited to those activities described in this section 5 and any other activities that may subject WiCarolina or its customers to liability. WiCarolina, its affiliates, and their agents disclaim any and all liability for any failure on its part to prevent such materials or information from being transmitted over the Service and/or into your Device.

6. Content Disclaimer: Cautions and Restrictions . We do not control, nor are we responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service. We may, but do not have to, block information, transmissions or access to certain information, services, products or domains to protect us, our network, the public or our users. Therefore, messages and other content may be deleted before delivery. The Internet contains unedited materials, which may not be in compliance with all federal, state, and local laws and regulations, and which may be offensive to you. We are not a publisher of third-party content accessed through the Service, and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You access such materials at your own risk. If you decide to let children under the age of eighteen access the Service, we strongly recommends that you supervise their usage. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or their compliance with them. If you elect to download into your Device or otherwise enable any software, including any client-based software designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service. In no event, will WiCarolina, its affiliates, and/or their agents be liable for any lack of privacy which may be experienced with regard to the Service. For additional information, please refer to our privacy policy applicable to you at www.wicarolina.com for additional information. You will defend, indemnify and hold WiCarolina, its affiliates, and their agents harmless against any and all any and all claims, losses, or liability arising under this section 6. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

7. Term; Termination of Service. The Agreement begins on the date Service is initiated, activated or used (or is otherwise deemed to have been accepted as provided in Sec. 2) and will continue until terminated by you or us in the manner provided in the Agreement. You understand that if at any time you are not current in paying any amounts owed to us, or if your credit or debit card ("Card") expires, does not process payment or is otherwise rejected, we may terminate the Service immediately in our discretion without notice. Despite termination you will be liable for payment of any amounts due or other obligations incurred before or upon termination, whether the Agreement is ended by you or us.

8. Loss of Service Due to Power Failure. You acknowledge that the Service does not function in the event of power failure. A power failure or disruption may require you to reset or reconfigure your Device prior to utilizing or reutilizing the Service.

9. Service Distinctions. You acknowledge and agree that the Service is not a telephone service. Important distinctions exist between telephone service and the Service offering provided by WiCarolina. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies.

10. Back Up. You acknowledge that you are solely responsible for backing up all computer files by copying them to another storage medium. Neither WiCarolina, its affiliates, nor their agents will be liable for any loss of data or damage to hardware, software, or files, including any Device.

11. Copyright / Trademark / Firmware / Software. The Service and any firmware or software used to provide the Service, or used in connection with the Service, and all Service, information, documents and materials delivered to you by WiCarolina or located on WiCarolina's website are protected by trademark, copyright and other intellectual property laws and international treaties. All names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of WiCarolina are and will remain the exclusive property of WiCarolina and nothing in the Agreement grants you the right or license to use any of such Marks. You acknowledge that you are not given any license to use any firmware or software under this Agreement. You represent and warrant that you possess all required rights, including software and/or firmware licenses, to use that equipment with the Service, including the Device, and you agree to defend, indemnify and hold WiCarolina, and its affiliates, and their agents harmless against any and all any and all claims, losses, or liability arising out of your use of such equipment, including the Device, with the Service. The foregoing sentence will survive termination or expiration of the Agreement for any reason. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of any firmware or software used to provide the Service or used in connection with the Service.

12. Credit Reporting Agencies. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history, as well as to enter this information in your file and

disclose this information concerning you to appropriate third parties for reasonable business purposes. Upon receipt of adverse credit information about you at any time, WiCarolina reserves the right to suspend or terminate Service to you or require a deposit for Service, at our option.

13. Termination/Discontinuance of Service. WiCarolina reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, either in whole or in part, at any time in its sole discretion. If WiCarolina discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of any unused charges.

14. Default; Termination. You will be in default under the Agreement if you do not pay any sum when due, breach the Agreement or any other agreement between you and us, become the subject of any proceeding under the Bankruptcy Code or become insolvent. In any such case, you shall remain responsible for payment of all charges and fees (including any early termination fee) due under the Agreement (including charges incurred after a bankruptcy filing), which charges will be immediately due and payable. We have the right to discontinue Service and/or terminate the Agreement without prior notice if you default under the Agreement. If we agree to renew Service to you after discontinuing Service, you agree to pay any applicable reactivation charges. Our remedies hereunder are not exclusive but are in addition to all other remedies provided by law or equity.

15. Complaint Resolution/Notices. In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact WiCarolina Customer Service as set forth at www.wicarolina.com. Written notices to you will be effective three (3) days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying us of any changes in your address. Written notice to WiCarolina will be effective when directed to WiCarolina's Customer Service Department and received at the address set forth at www.wicarolina.com. Notices sent by email to you at your email address as stated in the Order Form. Notices must be in writing to be effective. Notices sent by email to you at the email address email address stated in the Order Form will constitute written notice.

16. Amendments. Subject to applicable law, WiCarolina may in its sole discretion amend any part of the Service or provision of the Agreement. WiCarolina will provide notice to you of any material modification. Such notice will be effective by posting it on the WiCarolina website at www.wicarolina.com or on another web site about which you have been notified, or by sending notice via e-mail, first class U.S. postal mail, or overnight mail to your physical address of record or the e-mail address on WiCarolina's account records. You agree that any one of the foregoing will constitute sufficient notice. If you do not agree to a modification that is materially disadvantageous to you, you may terminate the Agreement within twenty (20) days of the date we send our notice. If you use the Service or make any payment to us after WiCarolina provides notice as specified above of a material modification, and do not provide termination notice to us within the specified time period, you agree to that change, retroactive to the announced effective date of the modification. Without limiting the foregoing, WiCarolina may revise any Policy at any time, and such revisions will be

effective immediately upon posting on WiCarolina's website, or providing written notice, whether electronic or otherwise, to you.

17. Notices and Procedure for Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. Note that inquiries relevant to the following procedure only will receive a response. [Insert link to the required information]

18. DISCLAIMER OF WARRANTIES AND DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WICAROLINA DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AND THERE ARE NO CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INTERFERENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY, VIRUSES, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WICAROLINA ALSO DISCLAIMS ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR AGAINST INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS, WRITTEN OR ELECTRONIC, OR BY ANY WICAROLINA EMPLOYEES OR REPRESENTATIVES OR AGENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY WICAROLINA. NEITHER WICAROLINA NOR IT AFFILIATES, THEIR AGENTS OR SUPPLIERS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING, INTERFERING OR DESTRUCTIVE PROPERTIES. WITHOUT LIMITING THE FOREGOING, THE QUALITY OF THE SERVICE MAY BE AFFECTED BY CONDITIONS WITHIN OR BEYOND OUR CONTROL, INCLUDING ATMOSPHERIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS, OVERALL NETWORK USAGE LEVELS, NETWORK SIGNAL QUALITY, USER AND THIRD PARTY EQUIPMENT PERFORMANCE, INCLUDING THE DEVICE, INTERNET TRAFFIC LEVELS, AND OTHER FACTORS. WITHOUT LIMITING THE FOREGOING, WICAROLINA WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OUTSIDE WICAROLINA'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY FLOOD, FIRE, ACCIDENT, EMBARGO OR OTHER GOVERNMENTAL ACT OR DIRECTIVE, ABSENCE OF GOVERNMENTAL APPROVAL OR CONSENT, MATERIAL CHANGES IN APPLICABLE LAW OR REGULATION, OR DECREE OF ANY COURT, DELAY OR DEFECT IN DELIVERY BY SUPPLIERS, TRANSPORTATION DELAY OR UNAVAILABILITY, RIOT, WAR, ACT OF TERRORISM OR OF THE PUBLIC ENEMY, POWER OUTAGE, LABOR DISPUTE OR SHORTAGE, THIRD PARTY NETWORK

PROBLEMS, ACTS OR OMISSIONS OF UNDERLYING CARRIERS OR OTHER THIRD PARTIES, OR ACTS OF GOD. SERVICE IS ONLY AVAILABLE WITHIN THE COVERAGE AREA OF THE WICAROLINA NETWORK, WHICH IS SUBJECT TO CHANGE. YOU ACKNOWLEDGE THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, EQUIPMENT MODIFICATIONS OR UPGRADES, AND FOR OTHER REASONS WITHIN AND WITHOUT THE DIRECT CONTROL OF WICAROLINA. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICE FOR THE RECONSTRUCTION OF ANY LOST DATA OR FILES. WICAROLINA CANNOT AND DOES NOT GUARANTEE THE SECURITY OR INTEGRITY OF DATA TRANSMISSION OR STORAGE, PRIVACY, OR THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE DETECTED OR REMEDIATED BY THE SERVICE. Some states do not allow the disclaimer of implied warranties, so the above exclusion may not apply to you in whole or in part.

19. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WICAROLINA NOR ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS WILL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY FEES PAID TO WICAROLINA HEREUNDER DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, PRODUCTS, OR RIGHTS, (III) FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET, (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OR (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY USER'S DATA. THESE EXCLUSIONS AND LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER BASIS, AND APPLY WHETHER OR NOT WICAROLINA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES . In ADDITION, These exclusions and limitations will apply even if any remedy fails of its essential purpose. . IF YOU ARE DISSATISFIED WITH THE SERVICE OR IF YOU HAVE ANY OTHER DISPUTE WITH WICAROLINA, OR CLAIM AGAINST WICAROLINA, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ANY LIABILITY (IF ANY) WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE, LIMITED TO THE AMOUNT AND EXCLUSIONS SET FORTH HEREIN. Some states do not allow the exclusion or limitation of incidental or consequential damages, or other modifications of or limitations to certain remedies, so the above exclusion or limitation may not apply to you, in whole or in part.

20. Indemnification . You will defend, indemnify, and hold WiCarolina, its affiliates, and their directors, officers, employees, agents, and shareholders and any other service provider or supplier (collectively, the “WiCarolina Parties”) harmless against any and all claims, losses, damages, and liabilities sustained by the WiCarolina Parties resulting from, arising out of the Agreement, the Service, any breach or non-fulfillment of any representation, warranty, or covenant by you set forth in the Agreement or from your use or misuse of the Service. You also agree to pay WiCarolina’s reasonable attorneys’ and expert witness fees and costs incurred in enforcing the Agreement, including any such fees incurred in connection with any appeal. This section will survive termination or expiration of the Agreement for any reason.

21. Assignment and Successors in Interest . All of the provisions of the Agreement will be binding upon, inure to the benefit of, and be enforceable by your respective successors and permitted assigns. Except as specifically stated herein, neither the Agreement nor any of your or WiCarolina’s rights, interests, or obligations may be assigned or delegated by you without the prior written consent of WiCarolina. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, WiCarolina may assign or otherwise transfer its rights and obligations under the Agreement without restriction.

22. Privacy and Security. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and we are not liable to you or any other party for any lack of privacy you experience while using the Service. We have the right, but not the obligation to monitor, intercept and disclose any transmissions over or using our facilities, and to provide subscriber billing, account, or use records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property). Please consult the WiCarolina Privacy Policy posted on our website for additional information on the use and disclosure of information. You acknowledge that the Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding any efforts to enhance security with respect to the Service, we cannot guarantee the effectiveness of these efforts and will not be liable to you or any other party for any lack of security that may result from your use of the Service. You acknowledge that you are responsible for taking such precautions and providing such security measures best suited for your situation and intended use of the Service. We strongly encourage and support certain customer-provided security solutions, such as virtual private networks, encryption and personal firewalls, but do not provide these to our users and are not responsible for their effectiveness. You agree to protect your username and password and you are responsible for any usage of your account. You agree to immediately notify us of any unauthorized use of your account or other security breach.

23. Signing Authority; Authorized User. You acknowledge that you are of legal age, have received a copy of the Agreement and have read and clearly understand the terms of the Agreement and, if activating on behalf of a corporation or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person you authorize to access your account, or to use your Device or the Service.

23. Entire Agreement/Severability. This Agreement, including the Terms, any HotSpot Plan, applicable Tariffs, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

24. ARBITRATION; CHOICE OF LAW; STATUTE OF LIMITATIONS; JURY WAIVER. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THE AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO WICAROLINA UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) THEN IN EFFECT. THE SOLE PLACE FOR ARBITRATION WILL BE COLUMBIA, SOUTH CAROLINA, UNLESS THAT LOCATION IS PROHIBITED BY LAW, IN WHICH CASE THE ARBITRATOR WILL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, YOU AND WICAROLINA WILL EACH BEAR THEIR OWN EXPENSES, INCLUDING ATTORNEYS’ FEES, EXCEPT THAT PAYMENT OF THE FEES AND EXPENSES OF THE ARBITRATOR WILL BE GOVERNED BY THE RULES OF THE AAA. THIS DUTY TO ARBITRATE WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO RIGHT OR BASIS FOR CONSOLIDATION, CLASS TREATMENT OR CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY (SUCH AS A PRIVATE ATTORNEY GENERAL) OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY WICAROLINA. THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND WICAROLINA AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THE AGREEMENT WILL PREVENT WICAROLINA FROM SEEKING CONSERVATORY, PROTECTIVE OR INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION

OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION
PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY
AWARD OR ORDER IN ANY COURT OF COMPETENT JURISDICTION.