

CELLULARONE[®]

DATA SERVICES Terms and Conditions Addendum

Company and Subscriber agree that the following shall be a part of the General Terms and Conditions of the Subscriber Agreement between Subscriber and Company for the Services:

Company does not have specific hard limits on data transfer with the Services, but Company does not allow completely unlimited consumption of metered data usage on the telecommunication services utilized and provided by the Services. Usage that would be unreasonable or prohibited for a cellular handset includes, but is not limited to, computer tethering, server devices or host computer applications, automated machine-to-machine connections or peer-to-peer file sharing, full-time or primary data connections, "spam" or unsolicited bulk email distribution, activity that adversely affects the ability of other people or systems to use Company's wireless services or other Internet services, accessing or attempting to penetrate security measures of Company's or another provider's network or system. Company monitors metered data usage and consumption patterns for all Subscribers. If Subscriber uses Services, including metered data usage, in a manner as determined by Company in its sole discretion which causes excessive metered data usage or causes network capacity issues or affects Company's provision of Services, operation or capacity of related equipment and software, overall network performance, or other Subscriber's Services, Company may require in its sole discretion that Subscriber cease or alter these activities and usage. Company alone decides, in its sole discretion, what constitutes an allowable use of metered data usage. If Subscriber uses the Services, including metered data usage, for unlawful purposes or in such a manner as determined by Company in its sole discretion as to damage, interfere, restrict or inhibit Company or any other person's business or the use of the Services, Company shall have the right to deny, disconnect, modify, temporarily discontinue or terminate this Agreement or Services by Subscriber at any time.

Company does not guaranty privacy or security of the data sent through the Services. Any private, sensitive or confidential information or trade secrets sent by Subscriber is sent at Subscriber's sole risk. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS. Subscriber should be aware that when using the Services to access the Internet or any other online network or service, there are certain applications to allow other Services users and Internet users to gain access to Subscriber's computer and data and other information concerning the Subscriber. COMPANY SHALL HAVE NO LIABILITY TO SUBSCRIBER WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUBSCRIBER'S COMPUTER BY OTHERS.

All other terms and conditions of the General Terms and Conditions of the Subscriber Agreement, including but not limited to all disclaimers of warranties, limitations of liability of Company, and limitation of remedies apply to Data Services under the Services.

Dated: _____
Service Number _____

Company Subscriber