

Device Financing Agreement

AGREEMENT. This is an agreement between you and Blue Ridge Digital Phone Company d/b/a Blue Ridge Mobile ("Blue Ridge"). Pursuant to this Device Financing Agreement, you agree to purchase the device described below on the terms and conditions provided herein. You further acknowledge and understand that the device installment terms under this Agreement are available only to customers who have an acceptable credit history pursuant to Blue Ridge Mobile policies, as such policies may change from time to time.

PAYMENTS. Payments are made to Blue Ridge through a third party administrator (collectively "we"). Installment payments for a Device hereunder are due on the day that payment for your wireless service is due and as stated on your monthly invoice under which a monthly device charge will appear. Once you have made all payments due under this Agreement, the monthly device charge will no longer appear on your invoice. IF WE DO NOT RECEIVE PAYMENT WHEN DUE, WE MAY CHARGE YOU A LATE PAYMENT FEE, except where prohibited by law. Your specific payment schedule is provided below. Returned checks will be subject to a fee and may result in service termination. Payments you make will be applied first to balances due for services and any late fees and then to Device balances due under this Agreement. Your payment schedule is determined by the date that you accept these terms and conditions, which allows us to apply charges to your bill. Additionally, if a delay in accepting this Agreement or activating your Device results in any charges becoming due on a date(s) later than the payment schedule, we will provide you with an updated payment schedule in writing. If you do not activate your Device within 45 days of receipt or downgrade your plan to a non-eligible price plan you agree that we may charge, and you agree to pay, the entire remaining balance owed for your Device as of the date of any such non-activation, cancellation or downgrade.

PREPAYMENT. You may pay the total amount due under this Agreement at any time before the final scheduled payment is due, and you will not have to pay a penalty or prepayment charge.

RISK OF LOSS: INSURANCE. You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Agreement. Even if the Device is lost, stolen or damaged, you remain obligated for the total of the outstanding payments due under this Agreement. Blue Ridge recommends that you obtain property insurance on the Device. You may obtain property insurance from third parties other than Blue Ridge.

DEFAULT AND REMEDIES. You are in default under this Agreement if any of the following events of default occur: (a) you fail to make any required payment when due; (b) you terminate your service for any reason; (c) you breach any covenant, representation or warranty hereunder, (d) fail to maintain a Blue Ridge Mobile voice and/or data service plan corresponding to the Device; (e) default in the performance of any other obligation which is not cured within ten (10) days after written notice to you; or (f) Blue Ridge terminates your Service for any reason (each a "Default"). To the extent permitted by applicable law, upon a Default, Blue Ridge has the right to require you to pay immediately the entire amount of any promotional credit(s) which may have been extended to you, as well as the entire remaining balance in full under this Agreement, and to pay us actual and reasonable costs of collection, including reasonable dishonored check charges, attorneys' fees, court costs and disbursements.

ASSIGNMENT. Blue Ridge may, without your consent, and without giving you notice, assign or transfer this Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all our rights, powers, privileges and remedies under

the Agreement. You agree you will not assign this Agreement or any interest in it and will not sell or offer to sell or transfer or enter into any lease with respect to the Device covered by this Agreement without our prior written consent.

ELECTRONIC ACCESS TO AGREEMENT/OTHER COMMUNICATIONS. By signing below, you consent to receive this Agreement electronically and acknowledge that you have access to Blue Ridge's Website at brctv.com, where this Agreement may be reviewed. You also consent to receive account-related communications in an electronic format, such as by email, from Blue Ridge and/or its third party administrators. If you want a paper copy of this Agreement, you may print a copy from your client portal.

INDEMNITY. You are responsible for any and all liabilities, losses or damages whether imposed on you or Blue Ridge which are directly attributable to you or any of your acts or omissions during the time that the Device is in your possession. This provision shall survive termination of this Agreement and to the extent permitted by law, you will reimburse us for any expenses that Blue Ridge incurs in connection with the defense of any claim or action you are responsible for under this Agreement.

DISCLAIMER OF WARRANTIES. Blue Ridge makes no warranties of any kind, statutory, express or implied on the Device and there are no implied warranties of merchantability or of fitness for a particular purpose.

BUYER'S RIGHT TO CANCEL. If you do not want the Device purchased under this Agreement, you may cancel by contacting Blue Ridge by phone, online, or in person within five (5) days of your acceptance. You must return your Device pursuant to Blue Ridge's Return Policy to obtain a refund and as may be modified from time-to-time by Blue Ridge. In the event of any conflict between this Agreement and Blue Ridge's Return Policy, the terms of such policy shall take precedence. If you do not return your Device within the fourteen (14) day return period, you will be charged for the entire remaining balance for your Device and any other promotional charges associated with the purchase of this Agreement.

NOTICE TO BUYER. You are entitled to a completely filled-in copy of this Agreement at the time you sign it. Keep it to protect your legal rights. A completely filled-in copy will be emailed to you. Under applicable law, you have the right to pay off in advance the full amount due at any time. If you desire to prepay the full amount due, the amount due will be furnished upon request. This contract is covered by Pennsylvania and federal laws, and you have the rights of a buyer under such laws.

ANY HOLDER OF THIS USER INSTALLMENT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED UNDER THIS AGREEMENT OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing, I acknowledge that I have read this Agreement and agree to its terms.

Name: <%fullname%>

Device: <%device%>

Amount Financed <%amountFinanced%>

Terms: <%terms%>

Signature: <%signature%>