

BLUE RIDGE MOBILE TERMS AND CONDITIONS

Blue Ridge Digital Phone Company d/b/a Blue Ridge Mobile (“Blue Ridge,” “us,” “our”) provides cellular services, including voice calling, messaging, and data (the “Service”), to you (“you,” “your,” or “Customer”) on the terms and conditions set forth in this Agreement. For the terms and conditions governing all other Blue Ridge services, please visit brctv.com/terms-and-conditions.

I. ACCEPTANCE OF THIS AGREEMENT

You will have accepted and are bound by these Terms if you use the Service or otherwise indicate your affirmative acceptance of such terms. Other terms and conditions, such as those contained within Blue Ridge’s Privacy Policy, and Blue Ridge Mobile’s Acceptable Use Policy, may apply and are hereby incorporated by reference.

When you accept these Terms, you are representing that you are at least 18 years old and are legally able to enter into an agreement. You agree that you are responsible for access or use of the Service and Devices, and payment of all charges incurred on your account by any user of you Service. By accepting, you are agreeing to every provision of this Agreement.

II. SERVICE

Your Service Plan includes your monthly Service allotments for minutes, messages, or data (“Allotments”), rates, coverage and other applicable terms (your “Service Plan”). The terms of your Service Plan are specified during sign up or when you change plans and are available under your account.

INTERNET REQUIREMENT. Mobile Customers are required to subscribe to Blue Ridge’s high speed internet access service. Customers who fail to maintain a subscription to Blue Ridge’s high speed internet access service will be charged a monthly access fee per line. Seasonal customers that retain any level of Blue Ridge’s high speed internet access service shall not be charged the access fee.

COVERAGE. Coverage may not be available everywhere and Service speeds are not guaranteed. Actual speeds will vary. There are gaps in coverage that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device’s ability to acquire satellite signals (typically not available indoors) and network coverage. You accept our Service with these limitations.

911 OR OTHER EMERGENCY CALLS. Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service (“E911”), where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 – you should follow voice prompts when

interacting with emergency service providers employing interactive voice response systems to screen calls.

III. SERVICE TERMINATION

Service is on a month to month basis, billed in advance. You may terminate your Service at any time by giving notice to Blue Ridge. Notice must be given by having the account holder contact Blue Ridge by phone. Blue Ridge reserves the right to terminate any or all services at any time without prior notice for, without limitation, failure to comply with terms, any express or implied threat of violence, or use of derogatory language, towards any employee, representative, agent, or contractor of Blue Ridge; loss of right or ability to use public rights-of-way necessary to serve customer; and instances when, in our sole judgment, continued operation is causing harm to the network.

IV. DEVICES

You have the option to purchase a Device from Blue Ridge or you may use a Device not purchased from Blue Ridge in connection, subject to the terms and disclaimers below.

APPROVED AND COMPATIBLE DEVICES. The Device you use must be Blue Ridge approved. Blue Ridge will check your Device unique identifier (IMEI) as part of your Service sign-up process. Devices will be approved if the Device is E-Sim capable. If the Device is not E-Sim capable, a SIM will be sent to you. However, a device may not work with your Blue Ridge Service even if it is an approved device model. Payment for service does not guarantee that your device will work with your Service.

ASSUMPTION OF RISK. Blue Ridge offers no guarantees, representations, warranties, or assurances of any kind with respect to any device not purchased from Blue Ridge, whether such device is approved or not. The device may not work with your Blue Ridge Service in some particular or any respect. Blue Ridge does not offer support of any kind for any such device and has no obligation to you in respect of any such device, whether hardware or software related, and makes no representations or warranties as to your device's compatibility with any network, system or software. Use of your device with your Blue Ridge Service may void any manufacturer's warranty and Blue Ridge is not responsible for any such voidance. **YOU AGREE THAT BLUE RIDGE IS NOT RESPONSIBLE FOR, AND YOU ASSUME ALL RISK FOR, YOUR USE OF ANY SUCH DEVICE WITH YOUR SERVICE AND AGREE THAT YOU ARE RESPONSIBLE IN FULL FOR YOUR SERVICE TERMS AND ALL APPLICABLE CHARGES REGARDLESS AS TO WHETHER OR NOT YOUR DEVICE PROPERLY FUNCTIONS WITH YOUR SERVICE OR OTHERWISE.** You agree that because Blue Ridge is not responsible for, and that you assume all risk for, any device you use under this Import Policy, your Service payment is non-refundable due to any failure or other issue with importing your device, even in the event your device is rejected or otherwise does not work with your Service after payment.

PORTING. We do not guarantee that number transfers to or from us will be successful. When you attempt to port a number to a device you intend to use, there may be a failure or time delay in the process resulting in your inability to use your device with your Blue Ridge Service or any other wireless service. You agree that any such port attempt is done at your own risk and that Blue Ridge has no responsibility for any such failure or time delay. In addition, you understand that Blue Ridge has no obligation to provide any technical support for such porting process. If you authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all of the

Services associated with that number. You will remain responsible for all fees and charges owed in connection with your Service, including fees and charges through the end of the current billing cycle.

LOST OR STOLEN DEVICES. To avoid unauthorized use of your Blue Ridge Service, if your Device is lost or stolen you may notify us by calling Blue Ridge's customer service department at the number listed in Section XII below. Upon receiving notice that your Device is lost or stolen, Blue Ridge will temporarily deactivate your Service. To re-activate your Service, you must notify us that you wish to resume your Service. If your Service is used during the time after your Device is lost or stolen and you wish to obtain a credit for such usage, please contact Blue Ridge. We will investigate the usage and the circumstances surrounding your report of the lost or stolen Device to determine whether a credit is appropriate. Any delay on your part in reporting your Device lost or stolen may be considered by Blue Ridge in its investigation.

V. HOW WE CALCULATE YOUR CHARGES FOR BILLING PURPOSES

REGULAR VOICE CALLS. Your voice call Allotment and any voice call time charges or overages are based on minutes of use. We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You are charged for all calls that connect, even to answering machines. You will not be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you are charged from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, nights and weekend plans), you are charged for the entire call based on the rate that applies to the time period in which the call starts.

Messaging (text, picture and video): Your messaging Allotment and any messaging overage is based on number of messages sent. Rates per message will be posted on our website and are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Certain messages, including those to third parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary and are subject to change. International texting availability in or to certain countries is subject to change from time to time without notice. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

DATA USAGE. Data usage is measured in bytes, kilobytes, megabytes, and gigabytes. Bytes are rounded up to kilobytes, so you will use at least 1 KB for each data usage session ("Data Session"). Rounding occurs at the end of each Data Session, and sometimes during a Data Session. Usage will be charged against an allowance, and you may be subject to limitations on the amount of data usage. You may be charged for all data directed to your Device's internet address, including Data Sessions you did not initiate and for incomplete transfers. As long as your Device is connected to any data network, you may incur data charges. Data used and charged to you will vary widely, even between identical actions or data sessions.

UNUSED ALLOTMENTS. Unused monthly Allotments of minutes, messages and data under your Service Plan do not carry forward to the next month. Such unused Allotments are forfeited; no refund or credit of any kind is given for them.

VI. BILLING AND PAYMENT

IMPORTANT: YOUR BLUE RIDGE MOBILE BILL IS SEPARATE FROM YOUR BILL FOR OTHER SERVICES. PLEASE READ CAREFULLY. Blue Ridge is using a third party administrator to bill for Services. As such, Blue Ridge Mobile bills will be separate from your bill for other Blue Ridge services.

BILLS. Statements are issued in the beginning of the billing period. Payment is due on the date stated on the statement for the total amount. If you do not pay your bill on or before the due date, you will be charged a late fee. This late fee is separate from any late fee you may be charged for other Blue Ridge services.

PAYMENT METHOD. AutoPay is required. You must provide a valid credit or debit card number (from any issuer accepted by Blue Ridge) to activate your Service and obtain your Device. Blue Ridge keeps your credit or debit card on file and automatically charges it for amounts due. Blue Ridge reserves the right, in its sole discretion, to stop accepting credit cards from one or more issuers. If your card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise Blue Ridge promptly by either updating your card information via your online account or contacting the Blue Ridge customer service department at the number listed in Section XII below. Failure to maintain a valid credit or debit card on file or to update your information could result in your Service being suspended.

OTHER PAYMENT TERMS. The initial placement of your order by clicking the confirmation or similar button to complete the sign up process and accepting these Terms authorizes Blue Ridge to charge the credit or debit card account number on file with Blue Ridge, including any changed information you have given Blue Ridge, if the card expires or is replaced, or if you substitute a different card, for Blue Ridge charges. This authorization will remain valid until thirty (30) days after Blue Ridge receives your written notice terminating Blue Ridge's authority to charge your credit or debit card, whereupon Blue Ridge will charge you any outstanding or then due charges (including, if applicable as a Service Contract customer, an Early Termination Fee) and terminate the Service. Blue Ridge may terminate your Service and the Agreement at any time in its sole discretion if any charge to your credit or debit card on file with Blue Ridge is declined or reversed, your credit or debit card expires and you have not provided Blue Ridge with a valid replacement credit or debit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you **FULLY LIABLE TO BLUE RIDGE FOR ALL CHARGES ACCRUED BEFORE OR UPON TERMINATION** and for all costs incurred by Blue Ridge in collecting such amounts, such as (but not limited to) collection costs and attorneys' fees. Blue Ridge may subject your account to the collections process (including without limitation reporting your account to applicable credit bureaus) for any amounts owed due to reversed charge or non-payment.

BILLING DISPUTES. You must notify Blue Ridge within 60 days (or within such longer time period to the extent required by applicable law), after your monthly invoice has been made available to you. Unless otherwise provided by law, you must pay disputed charges until your dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved.

TAXES & GOVERNMENT FEES. You are responsible for, and shall pay, any applicable federal, state, provincial, 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 your subscription or use or payment for the Service and Devices. Such amounts may be in addition to payment for the Service and as such will be billed to your credit or debit card.

SURCHARGES AND OTHER FEES. You agree to pay all surcharges (“Surcharges”), which may include, but are not limited to: Federal and/or state Universal Service, various regulatory charges, administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. Such Surcharges will not exceed any applicable amount authorized by the government. Blue Ridge reserves the right to charge other fees in connection with the Service from time to time in its sole discretion relating to activation, reactivation, and other transactions or occurrences related to the Service.

VII. CREDIT CHECKS

Customers have the option of entering into a Device Financing Agreement with Blue Ridge. Credit checks are required for all Customers that choose to finance a cellular device. A deposit may be required.

VIII. CANCELLATION AND RETURNS

DEVICES. If you purchased your Device from Blue Ridge, you may return your Device as specified in the Blue Ridge Return & Exchange Policy found on our website.

SERVICE. Except as specifically provided for in this Agreement, all amounts paid for your Service are non-refundable, including without limitation amounts paid for your Service Plan. You will not be entitled to any refund or credit due to any unused Allotments, early termination of your Service, or any other reason, unless required by applicable law. Upon any cancellation of your Service, you will remain liable to Blue Ridge for any unpaid charges whether billed or unbilled, including without limitation usage charges, taxes, and surcharges, and Blue Ridge may bill you for and collect such charges per the terms of this Agreement.

IX. LIMITATION OF LIABILITY

IN ADDITION TO THE DISCLAIMERS OF LIABILITY ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL BLUE RIDGE, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DAMAGES RESULTING FROM: 1) PROVIDING OR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING WITHOUT LIMITATION EMERGENCY 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION, DEFICIENCY OR DEGRADATION OF VOICE QUALITY OR OTHER ASPECT OR FEATURE OF THE SERVICE; 2) ANY ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE

PROVIDER, VENDOR OR OTHER THIRD PARTY; 3) ANY FORCE MAJEURE EVENT SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, TERRORISM, STRIKES, FIRE, WAR, RIOT, AND GOVERNMENT ACTIONS; 4) ANY EQUIPMENT, DEVICE, SERVICE, NETWORK OR FACILITY SHORTAGE, USE, CONNECTION, DAMAGE, FAILURE, UPGRADE, MODIFICATION OR RELOCATION; 5) ANY LOSS OF DATA, VOICEMAILS, PICTURES, OR OTHER INFORMATION ON OR CONNECTED WITH YOUR DEVICE, EVEN IF THE LOSS OCCURS WHILE WE WORK YOUR DEVICE FOR ANY REASON; 6) ANY INTERNET SERVICE OUTAGE; 7) ANY ACT OR OMISSION OF CUSTOMER OR ANY PERSON USING THE SERVICE PROVIDED TO CUSTOMER; 8) ANY OTHER CAUSE THAT IS BEYOND BLUE RIDGE'S CONTROL, INCLUDING WITHOUT LIMITATION A FAILURE OF OR DEFECT IN ANY SERVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS (INCLUDING WITHOUT LIMITATION 911 DIALING) TO BE CONNECTED OR COMPLETED, OR DEGRADATION OF VOICE QUALITY; 9) TRAFFIC OR OTHER ACCIDENTS, OR ANY HEALTH-RELATED CLAIMS RELATING TO YOUR DEVICE AND SERVICE; 10) DATA CONTENT OR INFORMATION ACCESSED WHILE USING YOUR DEVICE OR SERVICE; 11) INTERRUPTED, FAILED, OR INACCURATE LOCATION INFORMATION SERVICES; 12) INFORMATION OR COMMUNICATION THAT IS BLOCKED BY A SPAM FILTER; OR 13) VIRUSES, WORMS, OR MALICIOUS CONTENT, MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO DOWNLOADED TO OR STORED OR PUT ON YOUR DEVICE, OR OTHER DATA CONTENT OR INFORMATION ACCESSED WHILE USING YOUR SERVICE OR OTHERWISE.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, BLUE RIDGE'S AGGREGATE LIABILITY FOR ANY CLAIM YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED TIME PERIOD. IN NO EVENT SHALL BLUE RIDGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT OR THE SERVICE BE LIABLE FOR ANY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE DEVICE OR SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL EMERGENCY 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, PRODUCT LIABILITY, TORT, INFRINGEMENT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT BLUE RIDGE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

X. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Blue Ridge, its officers, directors, employees, affiliates and agents and any other third-party provider (each, an "Indemnified Party") who furnishes products or services to you in connection with the Agreement or the Service or Device (and, at Blue Ridge's option, either defend any such Indemnified Party or pay such Indemnified Party's cost of defense) from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses of any nature whatsoever ("Liability"), including reasonable attorneys' fees, related to or arising from your actions or omissions, including without limitation: (a) use of the Device or Service; (b) any violation of applicable laws, regulations, the Agreement or related policies; (c) negligent acts, errors or omissions; (d) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with the Agreement, the Device or the Service, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Blue Ridge; (e) claims

for infringement of any intellectual property rights arising from use of the Service, Device, any software, the Internet, Personal Data or Content; (f) claims arising from Content transmitted by or to you; (g) the use of the Services with any interface devices not provided by Blue Ridge; or (h) the absence, failure or outage of the Service, including the 911 emergency response service accessible through the Services, and/or the inability of you to be able to access emergency response center personnel, whether arising out of misrouting of 911 calls due to your failure to provide Blue Ridge with accurate and up-to-date service address information or other information or your failure to follow activation procedures for 911 calling. This Section shall survive termination of this Agreement.

XI. DISCLAIMER OF WARRANTIES

DEVICES. BLUE RIDGE DOES NOT MANUFACTURE WIRELESS DEVICES. YOUR WIRELESS DEVICE MAY COME WITH A SEPARATE WRITTEN WARRANTY FROM THE MANUFACTURER. THE SERVICE, THE DEVICES, AND ANY APPLICATIONS ON YOUR DEVICE ARE PROVIDED "AS IS" AND BLUE RIDGE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY REPRESENTATION OR WARRANTY THAT THE SERVICE, THE DEVICE OR ANY APPLICATION WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, BLUE RIDGE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. BLUE RIDGE DOES NOT WARRANT THAT YOUR DEVICE WILL WORK PERFECTLY OR WILL NOT NEED OCCASIONAL UPGRADES OR MODIFICATIONS, OR THAT IT WILL NOT BE NEGATIVELY AFFECTED BY NETWORK-RELATED MODIFICATIONS, UPGRADES OR SIMILAR ACTIVITY. IF YOU DOWNLOAD OR USE APPLICATIONS, SERVICES OR SOFTWARE PROVIDED BY THIRD-PARTIES, 911 OR E911, OR OTHER CALLING FUNCTIONALITY, MAY WORK DIFFERENTLY THAN SERVICES OFFERED BY US, OR MAY NOT WORK AT ALL.

DISCLAIMER REGARDING DEVICE PROTECTION PLANS. Blue Ridge may make available to you certain device protection plans offered by third-party providers but does not itself offer device protection coverage. Device protection coverage is offered to you by a third-party provider and any device protection plan you may purchase is a relationship between you and such provider pursuant to separate contract between you and them. BLUE RIDGE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DEVICE PROTECTION PLAN. DEVICE PROTECTION PLANS ARE PROVIDED "AS IS", SUBJECT TO AND GOVERNED BY YOUR CONTRACT WITH THE THIRD-PARTY PROVIDER. YOU UNDERSTAND AND AGREE THAT YOUR PURCHASE OF A DEVICE PROTECTION PLAN IS ENTIRELY AT YOUR OWN RISK AND THAT YOU WILL NOT HOLD BLUE RIDGE RESPONSIBLE IN ANY RESPECT FOR YOUR DEVICE PROTECTION PLAN, INCLUDING WITHOUT LIMITATION THE PERFORMANCE OR FAILURE TO PERFORM OF THE THIRD-PARTY PROVIDER. YOU FURTHER UNDERSTAND AND AGREE THAT WHILE BLUE RIDGE MAY BILL OR PERFORM OTHER ADMINISTRATIVE FUNCTIONS ON BEHALF OF THE THIRD-PARTY PROVIDER, BLUE RIDGE IS NOT RESPONSIBLE TO YOU FOR THESE BILLING OR OTHER MATTERS AND YOU WILL LOOK EXCLUSIVELY TO THE THIRD-PARTY PROVIDER TO RESOLVE ANY ISSUES YOU MAY HAVE WITH SUCH MATTERS.

SERVICES AND APPLICATIONS. Many services and applications offered or accessible through your device may be provided by third parties. Some of these services and applications may involve charges for which you will be billed. In addition, personal information you submit may be read, collected or used by the service or application provider and/or other users of such service or application. Blue Ridge is not responsible for any charges incurred or information submitted, accessed or used in connection with any third party service or application. You are responsible for your use of or access to third party services and applications, such as maintaining virus and other security protections.

XII. NOTICES; CONTACT INFORMATION

For questions, concerns, or to cancel Service, please contact us at:

E-mail: help@mobile.brctv.com
Telephone: 1-855-447-2957
Website: <http://www.brctv.com/contact>
Regular Mail:
Blue Ridge Communications
594 Blakeslee Blvd. Dr. W.
2nd Floor
Lehighon, PA 18235

CALL MONITORING. To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service department).

XIII. ASSIGNMENT OR TRANSFER

This Agreement is not assignable or otherwise transferrable by Customer. We may assign all or part of the Agreement or your obligations to us without notice.

XIV. MANDATORY BINDING ARBITRATION

THIS PARAGRAPH APPLIES TO ALL SERVICES YOU MAY HAVE WITH BLUE RIDGE COMMUNICATIONS INCLUDING MOBILE, INTERNET, PHONE, CABLE, SECURITY AND MOBILE ALERTS PROGRAM.

A. MANDATORY BINDING ARBITRATION. WE STRIVE TO RESOLVE DISPUTES FAIRLY AND QUICKLY, IF WE CANNOT RESOLVE A DISPUTE WITH YOU, THEN EXCEPT AS DESCRIBED BELOW, EACH OF US AGREES TO SUBMIT ANY CLAIM FOR MONETARY DAMAGES TO THE AMERICAN ARBITRATION ASSOCIATION, WWW.ADR.ORG, FOR BINDING RESOLUTION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY SEPARATE MUTUAL AGREEMENT TO ANOTHER ARBITRATION INSTITUTION.

B. RIGHT TO OPT OUT. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY BRC AND/OR PTD IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY MAIL TO BRC: PO BOX 215, 613 3RD STREET, PALMERTON, PA 18071, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS AND BRC AND/OR PTD ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH

TO RESOLVE DISPUTES GREATER THAN \$10,000 WITH BRC AND/OR PTD THROUGH BINDING ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BRC AND/OR PTD OR THE DELIVERY OF SERVICE(S) TO YOU BY BRC AND/OR PTD. IF YOU HAVE PREVIOUSLY NOTIFIED BRC AND/OR PTD OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

C. CLASS ACTION WAIVER AND OTHER RESTRICTIONS:

I. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT BRC AND/OR PTD WITHIN SIXTY (60 DAYS)), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

II. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER CUSTOMERS, OR OTHER PERSONS. THE ARBITRATOR'S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN YOU AND BRC AND/OR PTD ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. NO ARBITRATION AWARD OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT NAMED PARTY TO THE ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT AND TERMS AND CONDITIONS, AND WITHOUT WAIVING EITHER PARTY'S RIGHT OF APPEAL, IF ANY PORTION OF THIS CLASS ACTION WAIVER AND OTHER RESTRICTIONS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRE ARBITRATION PROVISION (OTHER THAN THIS SENTENCE) SHALL NOT APPLY.

D. LOCATION OF ARBITRATION. THE ARBITRATION WILL TAKE PLACE AT A LOCATION CONVENIENT TO YOU IN THE AREA WHERE YOU RECEIVE THE SERVICE FROM US.

E. PAYMENT OF ARBITRATION FEES AND COSTS. BRC AND/OR PTD WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN BRC AND/OR PTD'S FAVOR, YOU SHALL REIMBURSE BRC AND/OR PTD FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE BRC AND/OR PTD FOR ANY OF THE FEES AND COSTS ADVANCED BY BRC AND/OR PTD. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, BRC AND/OR PTD WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

F. SEVERABILITY. IF ANY CLAUSE WITHIN THIS ARBITRATION PROVISION IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS ARBITRATION PROVISION, AND THE

REMAINDER OF THIS ARBITRATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION PROVISION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT. IN THE EVENT THIS ENTIRE ARBITRATION PROVISION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT IN A DISPUTE THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION PROVISION, YOU AND BRC AND/OR PTD HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

G. EXCLUSIONS FROM ARBITRATION. ONLY CLAIMS FOR MONEY DAMAGES MAY BE SUBMITTED TO ARBITRATION. YOU AND BRC AND/OR PTD AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY WHOSE AMOUNT IN CONTROVERSY (INCLUDING CLAIMS FOR ATTORNEY'S FEES PERMITTED BY LAW) IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS (MAGISTERIAL DISTRICT COURT IN PENNSYLVANIA); (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN BRC AND/OR PTD AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE;. AND (6) CLAIMS FOR INJUNCTIVE ORDERS OR SIMILAR RELIEF MUST BE BROUGHT IN A COURT (OTHER THAN CLAIMS RELATED TO WHETHER ARBITRATION IS APPROPRIATE, WHICH WILL BE DECIDED BY AN ARBITRATOR, NOT A COURT. YOU MAY NOT COMBINE A CLAIM THAT IS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT WITH A CLAIM THAT IS NOT ELIGIBLE FOR ARBITRATION UNDER THIS AGREEMENT.

H. CONTINUATION. THIS ARBITRATION PROVISION SHALL SURVIVE THE TERMINATION OF YOUR SERVICE(S) WITH BRC AND/OR PTD.

XV. ELECTRONIC SIGNATURES AND DOCUMENTS

Blue Ridge may provide you with certain notices, disclosures or agreements, some of which are required by law to be "in writing." The federal E-SIGN Act and Pennsylvania Electronic Transactions Act allow us to provide you these written notices, disclosures or agreements electronically with your consent. These laws also permit the use of electronic signatures.

This consent relates to any electronic documents or signatures associated with your Blue Ridge Mobile service. These electronic documents include Blue Ridge Mobile Terms and Conditions, Device Financing Agreements, service messages, billing statements, notices related to product or price changes, and copies of any authorizations or notices to or from Blue Ridge relating to the payment of your Blue Ridge bills via electronic fund transfers (collectively "Electronic Documents"). We also reserve the right to provide you information, at times, in printed format.

If you wish to obtain a paper copy of any Electronic Document provided to you electronically, you may do so at no cost to you by contacting Blue Ridge. Some Electronic Documents are also available on your Blue Ridge Mobile Account Portal for you to review and print.

In order to purchase Blue Ridge Mobile services, you must consent to receive electronic documents. IF YOU WITHDRAW YOUR CONSENT AT ANY TIME, YOUR BLUE RIDGE MOBILE SERVICES WILL BE

CANCELLED AND YOU WILL BE SUBJECT TO ANY APPLICABLE TERMINATION PROVISIONS. You must inform us of your decision by contacting Blue Ridge at 1-855-447-2957.

In order to ensure that we are able to contact you electronically, you must update us with any change in your e-mail address. To update the e-mail address on your account, please contact us. Contact information is found in Section XII of this Agreement.

To access and retain the Electronic Documents, no special hardware or software is required. You will need access to the internet and a web browser. We support the following browsers: Microsoft Edge, Microsoft Internet Explorer 11, Chrome, Firefox, and Safari. If a change in hardware or software requirements becomes necessary in order for you to continue to access and/or retain the Required Legal Documents electronically, we will alert you of any revised hardware or software requirements for such access and/or retention.

XVI. CHOICE OF LAW

This Agreement is and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

XVII. WAIVER

A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing to be effective. If we do not enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future.

XVIII. SEVERABILITY

Each provision of this Agreement applies to the fullest extent permitted by applicable law. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

Signature

Name

Date