

Mobile Data Service Terms & Conditions

General Mobile Data Information

Handset Updates

Mobile data is only available on selected handsets with a Nemont voice plan. Only handsets purchased from Nemont or an authorized agent can receive Nemont's mobile data services. Not all features are available on all devices.

Billing and Deposits

All customers who wish to sign up for data access, including picture messaging, will be subject to Nemont's credit policies and a deposit may be required. Even a customer who chooses a data plan with no recurring monthly fee may be required to pay a deposit. There is the ability to incur large data charges. Customers will pay for data usage (bandwidth.) Plans are available for different tiers of usage, measured in megabytes or gigabytes. Usage will be aggregated each month, rounded up to the next full unit, and billed at \$1.99/MB for pay-as-you-go customers, or the rate determined by the rate plan selected. Messages and downloaded applications, including ringtones, wallpapers, and games, may incur charges in addition to bandwidth usage.

Mobile Data Acceptable Use Policy

Text Messaging

A text messaging capable phone is required to use Nemont's text messaging service. The ability to receive messages in any geographic area is not an indication that you can send messages. There is no guarantee of actual delivery or delivery within a specific period of time. If your phone is turned off, its memory is full or you are outside the service area, the network will store and re-send any messages for up to 72 hours. Messages not delivered after 72 hours will be deleted. Maximum outgoing message length is 160 characters including the header, name, call back number and e-mail address. Nemont cannot guarantee you will not receive unsolicited messages. Without Nemont's permission or your knowledge, your telephone number and/or message may be intercepted by third parties. Terms and conditions of Nemont's mobile voice service agreement apply.

Data Services

Data service usage requires a compatible phone for feature use. Not all features are available with all devices. The account owner is responsible for all data charges. Data use applies to all browsing, downloads and sent and received messages. Data use allowance and overage rates depend on the service plan selected. Data use is billed in megabytes or gigabytes, depending on selected data plan, with all usage rounded to the next highest megabyte or gigabyte at the end of the billing period. Data services may not be available in all areas.

Picture/Video Messaging

Without a Multimedia Messaging Service (MMS) package subscription, picture messages sent or received will be charged \$0.25 per message. Sending and receiving picture messages is only available in the data coverage area. Charges will apply for picture messages sent from your phone, even if not delivered to the intended recipient due to system or compatibility issues.

Downloads

All downloads require a data-capable phone. Downloaded applications cannot be transferred if phone is returned, upgraded, exchanged, lost or stolen. Not all downloads and applications are available on all phones.

Information & Content

Nemont is not a publisher of third-party information or content and is not responsible for any opinions, advice, statements, or other information, services or goods provided by third parties.

Any information you involuntarily or voluntarily provide to, or receive from, third parties is governed by their policies and your own. Neither Nemont nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired or transmitted through Nemont mobile data services. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Nemont nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever.

Permissible Uses

Data Service sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) e-mail; (iii) downloading and using apps from a mobile store; and (iv) corporate intranet access (including access to corporate e-mail, customer relationship management, sales force automation, and field service automation applications).

Prohibited Uses

Unless specifically outlined by your rate plan, prohibited uses include, but are not limited to, using Services: (i) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, continuous file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications; (ii) as substitute or backup for private lines or dedicated data connections; (iii) for Voice over IP; (iv) in conjunction with WWAN or other applications or devices which aggregate usage from multiple sources prior to transmission; (v) using the Services for any activity that adversely affects the ability of other people or systems to use either the Services or other parties' Internet-based resources including, but not limited to: excessive consumption of network or system resources (whether intentional or unintentional) and "denial of service" (DoS) attacks against another network host or individual user; (vi) interference with or disruption of other network users, network services or network equipment; (vii) for uploading, downloading or streaming of video

content (e.g. movies, TV), music or games; (viii) for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth or any other wireless technology) to laptops, PCs, or other equipment for any purpose; (ix) as a medium to distribute mass, unsolicited or otherwise unlawful mail and/or content; (x) as a medium to send unsolicited mass mailings of any nature, including those with a "negative option" for continuation (SPAM) or sending any e-mail messages to a single address in order to flood that mailbox.

Mobile Data Service is not intended to provide full-time connections, and may be discontinued after a significant period of inactivity or after sessions of excessive usage. Nemont reserves the right to (i) limit throughput or amount of data transferred, deny and/or terminate service, without notice, to anyone it believes is using the service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. You may not send solicitations to Nemont subscribers without their consent. You may not use mobile data service other than as intended by Nemont and applicable law. Plans are for individual use only and are not for resale. While in a data session, you may be unable to make/receive voice calls. Nemont reserves the right to limit throughput speed or immediately terminate the service of any such person without notice if any line of service uses: (i) more than 5 GB of data in a given month and is presumed to be using the service in a manner prohibited above; (ii) 50% or more of the plan's data allowance off of the Nemont network in any 30 day period.

Security

NEMONT DOES NOT GUARANTEE SECURITY.

If you use your device to access company e-mail or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Nemont recommends the use of firewall, anti-virus, anti-spam, anti-spyware & anti-malware hardware or software.

Any content sent via a picture message or other means may not remain private. Messages can be forwarded by the recipient and/or uploaded to the Internet. Nemont is not responsible for any damages caused by content sent or received on its network.