

Nemont Cellular Service Terms & Conditions

Definitions:

The following terms shall have the meanings set forth below:

Nemont - Sagebrush Cellular, Inc. dba Nemont, 702 2nd Ave S, Glasgow, MT 59230

Customer or You - the responsible party or end user

Service - wireless phone service provided by Nemont

Availability:

Service utilizes radio transmissions, and it cannot be used when out of range of a transmission site. There are places with no service. Weather, topography, buildings, your wireless phone, network traffic, and other conditions out of Nemont's control may cause dropped calls or other problems. It is illegal for unauthorized people to intercept your calls, but such interceptions can occur. Nemont cannot prevent this.

Use of Service:

You shall not abuse, or make or allow any illegal or fraudulent use of the Service according to state and federal laws. You are responsible for all usage of this Service, whether such usage was specifically authorized by you or not. You agree not to resell the service or use the service for any unlawful or abusive purpose such as may damage Nemont's business, reputation, employees, facilities or the public in general. You have no ownership rights to the phone number. Nemont may change the number with notice but without Customer consent, but in all events Nemont will comply with number portability requirements of state or federal law.

Deposits:

Nemont may, in its discretion, require you to make a suitable deposit. Even if you have given Nemont a deposit, you must pay your bill in a prompt manner. Your deposit may be refunded after twelve months of satisfactory payment activity. If a deposit is required, Nemont may also restrict roaming privileges and long distance calling. These restrictions may be lifted after twelve (12) months of positive on-time payment activity. In the event your deposit is increased by Nemont, you will receive a written notice and have ten (10) days to pay the additional amount.

Billing and Payment of Charges:

You will pay all charges for services furnished to you, including regular monthly service charges (access and service features), usage charges for all calls and data sessions processed through your handset or through any number assigned to you such as, but not limited to, call forwarded calls, and applicable taxes and fees. Usage charges include

charges for calls that are sent from or received by your unit, long distance charges for calls made from our local calling area to points outside our local calling area, additional charges assessed by a PCS or cellular service provider for calls that are sent from or received by your handset when you are outside our local calling area and any applicable other charges (e.g. directory assistance, messaging, mobile data usage and downloads). Your monthly service and features are billed in advance and may be prorated based on a 30-day calendar month in the first month of service. Nemont bills in 1-minute increments. Billing charges start from the time a call is answered until the time you press "END". Rate plan changes may be prorated to accommodate the billing cycle.

You may pay for your account with a Visa, MasterCard, Discover, American Express, cash, check, or electronic funds transfer. Late payment charges may apply at an annual rate of fifteen percent (15%), or at the maximum rate allowed by law and shall accrue from the date of the statement on any overdue accounts, whether or not Service has been terminated. You will be charged a returned check fee up to the maximum allowed by state law for any checks returned for insufficient funds. It is not Nemont's intent to provide credit. All charges are payable in full upon billing.

Roaming:

Nemont utilizes agreements with other carriers to allow voice and data coverage outside of the Nemont serving area. Your handset will indicate when you are roaming. Quality and availability of service is not guaranteed while roaming; some features may be unavailable. Roaming charges may apply, depending upon your rate plan. Nemont service is available to customers who live within the Nemont serving area and is intended to be used primarily within this area. Nemont reserves the right to immediately limit or terminate the service of any such person without notice if any line of service exceeds roaming voice usage of the lesser of 1,000 minutes or 50% of the total plan minutes or data usage of 50% of available plan megabytes in any 30-day period.

Taxes:

Any applicable federal, state and local use, public utility or other taxes, fees or charges imposed on Nemont as a result of providing the service or the unit to you will be added to your charges when required by law. If you have been granted tax exempt status by any taxing agency, you must provide Nemont with adequate documentation before we will honor that tax exempt status.

Termination and Reactivation:

If you default on your balance due to Nemont, you will reimburse Nemont for the cost of collection and similar expenses incurred by Nemont. If payment is not received in a timely manner, you will receive a disconnect notice. Failure to remit payment will result in termination of your service. In order to reactivate the service, the outstanding balance must be paid in full, a reactivation fee may be required and Nemont may charge a deposit at the time of reactivation. Nemont reserves the right to terminate Service at anytime with or without cause. If you file bankruptcy, Service may be terminated on the date of such filing if you are unable to provide Nemont adequate assurances, in a form acceptable to Nemont, that charges will be paid on time.

No Warranties:

Nemont expressly disclaims warranties of any kind, including implied warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY WITH REGARD TO SIGNAL STRENGTH OR POSSIBLE INTERFERENCE.

Limitation of Liability:

Nemont strives to provide continuous service, however we cannot promise error-free service. The liability of Nemont for losses or damages arising out of errors, omissions, interruptions, delays, or defects in any of the services or facilities provided by Nemont shall be limited to a pro rata abatement of the charges payable by the customer for the period during which the services or facilities were affected by the error, omission, interruptions, delay, or defect. Nemont will have no liability for interruptions or outages of service ~~of 24 hours or less~~. Under no circumstances will Nemont be liable for lost profits, loss of business or any other incidental or consequential damages of any kind or nature arising out of or related to the providing of or failure to provide service. Nemont's performance shall be excused if caused by the failure of any equipment used in providing the Service, acts of God, strikes, equipment or facility shortages, changes in Service caused by regulatory requirements, or other causes beyond Nemont's reasonable control.

Nemont is not liable for any damages resulting from, or in connection with, any interruption or failure of 911 or E911 emergency services; or identification of the number, address or name associated with any person accessing such emergency service from your phone.

You assume all risks of the use of the service including, but not limited to, any risk of traffic accidents which may result from using the service and you release and indemnify, defend and hold harmless Nemont from and against any and all claims, losses, and/or damages resulting from the use of this service. Nemont encourages safe driving habits and hands-free operation of cellular devices.

Equipment:

Nemont and its agents offer no warranty on equipment they sell as this is the manufacturer's obligation. Nemont shall have no liability whatsoever with respect to the use or installation of cellular equipment or for personal or property damage resulting from said equipment's use or installation.

Refund:

All sales are final; Nemont or Nemont's agents may, at its option, authorize returns, or refund the purchase price of equipment less any restocking or programming charges. Refunds will not be issued unless all equipment, along with original packaging, is returned in like-new condition within 15 days of purchase.

General:

Acceptance of the unit and the associated service means that you accept all of the aforementioned terms and conditions.

Service Commitment:

If you have chosen a service commitment, all of the above terms and conditions still apply. Early termination of the commitment by Customer will result in an agreed upon liquidated damages payment to Nemont of up to \$360.00. (Actual charge will be the number of months of service commitment remaining multiplied by \$10 for voice-only agreements or \$15 for voice-and-data agreements, as specified in your contract.) You agree that Nemont's damages are difficult to ascertain with accuracy in such instances and that this liquidated damages amount is reasonable. Early termination charges will appear on your final bill and will apply to each applicable service.

You and Your Rights:

You must be at least 18 years old and have legal capacity to accept this agreement. If you are purchasing service for a company, you must be authorized to enter into this agreement on behalf of the company. Should you have questions or concerns regarding your bill, please contact us to speak with a billing representative. You are obligated to pay for charges incurred while we investigate a dispute. Contact a customer service representative at Nemont to report any outages, trouble making and/or receiving calls, or other problems you may encounter. Should you choose to cancel service, you can either call or write us a letter. The early termination fee will be billed to you if you have not fulfilled your service commitment.

Your Privacy:

Nemont takes reasonable steps to protect your wireless phone number and call records, in addition to Nemont's privacy policy. Unless you specify otherwise, your wireless number will be non-published. Nemont never provides wireless phone numbers to third parties unless required by law. However, if you choose to list your number, third parties can access this information from the phone directory. Nemont does not disclose calling records to any parties without legal process.

Mobile Data Service Terms and Conditions:

Customers utilizing Nemont's Mobile Data Service agree to abide by the Nemont Mobile Data Service Terms and Conditions. These can be found at www.nemont.com.