General Terms and Conditions

Version 8-14

This is an agreement ("Agreement") for wireless radio telecommunications services and related services and/or features ("Service") between you and Cincinnati Bell Wireless LLC ("Cincinnati Bell," "us," "we," or "our"), which is licensed to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number"). The term "Device" means wireless receiving and transmitting equipment that we have authorized to be programmed with the Number and any accessories. IF YOU USE THE SERVICE OR THE DEVICE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR DEVICE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

1. SERVICE

a. Term: The term of this Agreement for each Number or Device depends on the Calling Plan, feature or promotion you select and is described in a separate Cincinnati Bell Wireless Calling Plan or Rate Plan ("Calling Plan"), Welcome Guide brochure or in feature or promotional materials (collectively, "Sales Information"), all of which is incorporated by reference into this Agreement. The term of this Agreement for each Number or Device begins on the date we activate Service for that Number or Device. IF YOU SELECT A CALLING PLAN, FEATURE OR PROMOTION WHICH REQUIRES A FIXED TERM OF MORE THAN ONE MONTH (SUCH AS A TWO-YEAR PLAN), YOU AGREE TO PURCHASE SERVICE FOR THE FULL TERM. After the fixed term expires, or if you are not on a fixed term (such as a "monthly" plan), this Agreement will continue on a month-to-month basis until terminated by either party with advance notice, if required in your Calling Plan. IF YOU SELECT A CALLING PLAN, FEATURE OR PROMOTION WITH A FIXED TERM, YOU MAY TERMINATE THIS AGREEMENT WITHIN 14 DAYS AFTER YOUR ACTIVATION DATE WITHOUT OWING ANY CANCELLATION FEE. IF YOU TERMINATE MORE THAN 14 DAYS AFTER YOUR ACTIVATION DATE, BUT BEFORE THE END OF YOUR FIXED TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE FOR EACH NUMBER OR DEVICE (THE ACTUAL AMOUNT OF WHICH, IF ANY, IS REFLECTED IN THE CALLING PLAN, CONTRACT, OR FEATURE OR PROMOTIONAL MATERIALS).

b. Distribution of equipment to business accounts: Cincinnati Bell Wireless' initial delivery of wireless phone equipment will be made to your designated employee population over a scheduled period of time (to be determined) so as not to adversely affect your business operations. We will provide each of your employees with (a) his/her corporate wireless phone, (b) training on the functions of the equipment, and (c) specifics surrounding the Service including but not limited to local area coverage, billing and roaming/long distance charges.

c. Rates. Your Service rates and other charges and conditions for each Number or Device are described in your Calling Plan and Welcome Guide (if applicable), each of which is incorporated by reference into this Agreement. If you lose your eligibility for a particular Calling Plan, we may change your Calling Plan upon prior written notice to you. If you misrepresent your eligibility for any Calling Plan, you agree to pay us the additional amount you would have been charged under the most favorable Calling Plan for which you are eligible. If you select a Calling Plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, or text messages), unused allotment of Services from one billing cycle will not carry over to the following billing cycle. If your Calling Plan requires other products or services provided by Cincinnati Bell Wireless or one of our affiliates, and use of those products or services is terminated, we may change your Calling Plan (and corresponding rates) to a plan with comparable included minutes with no prior notice. In addition, your service rates, rate plan(s) and calling plan(s) are subject to be changed or discontinued at any time pursuant to Section 3 (Changes To This Agreement) below. If you activate Service on behalf of an entity, but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf.

d. Availability/Interruption. Service is normally available to your Device when it is within the operating range of our system and may be available outside of that area in other participating carrier service areas. Service functionality may vary when outside our system. Service is subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, your equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses. Interruption may also result from nonpayment of charges by you. We may, without notice, block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Device as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be able to use certain aspects of the Service as required by applicable law or regulation. Certain devices may be incompatible with TTY, so TTY users may be unable to make emergency calls.

e. Use of Service/Device/Number. Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements with us, and any required regulatory approvals. You are responsible for all content that you transmit through your phone. Cincinnati Bell Wireless has the right to interrupt or restrict Service to your number without prior notice if Cincinnati Bell Wireless suspects fraudulent or abusive activity, or in our efforts to combat fraudulent use. Abnormal calling patterns, including repeated calls of an extended duration or a large number of repetitive calls to a particular number or numbers, may be considered abusive. Call duration in excess of 5 hours in length is deemed to be abusive and will automatically be disconnected. Your Device has been manufactured to operate exclusively with Service provided by us. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. Your Device may contain preinstalled software necessary to use our Service. By using our Service, you agree to abide by the terms and conditions of any applicable software license. You have no ownership rights to the Number, any e-mail address or any other identifier provisioned by us, our agents or the manufacturer of your Device and agree we may change any such Number, e-mail address or any other identifier at any time with or without prior notice to you. You may not program the number into any equipment other than the phone or change the electronic serial number (ESN) or Equipment Identifier (EID) of the phone. You consent to receiving advertising

alerts and other broadcast messages from our authorized agents or us. You can only activate a limited number of promotions on each Number.

f. Unauthorized Usage. You agree not to use the Device or Service for any unlawful, unauthorized or abusive purpose or in any way that damages our property or others' property, or interferes with, harms or disrupts our system or other operators' systems or other users. You will comply with all laws while using the Service and you will not transmit any communication or data that would violate any applicable federal or state laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content you transmit using the Service. You may not install any amplifiers, enhancers, repeaters or other devices that modify, disrupt or interfere in any way with the radio frequency licensed to us to provide Service. If your Device, user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

g. Voice Use of Roaming Plans. If you select a Cincinnati Bell Wireless Calling Plan or Rate Plan that includes roaming in areas outside of the Cincinnati Bell Wireless digital network ("Local Service Area"), your principal residence must be within the eligible Cincinnati Bell Wireless Local Service Area. If your account is a business account, you agree on behalf of such business entity that your principal business location is within the eligible Cincinnati Bell Wireless Local Service Area. Additionally, each Device must maintain a minimum of 30% of your overall wireless voice usage (as measured on a quarterly basis) on the Cincinnati Bell Wireless Local Service Area. If you fail to maintain this minimum percentage of voice usage during any three-month period, we may suspend Service with or without prior notice to you, and terminate this Agreement.

h. Data Use Policy. Wireless data may be in the following forms from wireless devices: (i) Internet browsing; (ii) e-mail; (iii) data applications; (iv) multi-media messaging (media includes but is not limited to pictures, audio files, and videos); (v) uploading or downloading files to/from the Internet (includes installing ringtones, games, wallpapers, & graphics); (vi) intranet access (including access to corporate intranets, e-mail and individual productivity applications such as customer relationship management, sales force and field service automation); (vii) tethering or using a Cincinnati Bell Wireless device as a modem integrated to a laptop computer, service device or with host computer applications. These plans may not be used with service devices or with host computer applications. Prohibited uses may include, but are not limited to, high bandwidth continuous JPEG file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications. Data may not be used to (i) generate or disseminate viruses, malware, or "denial of service" attacks, (ii) access or attempt to access without authority, the information, accounts, or devices of others, (iii) penetrate, or attempt to penetrate Cincinnati Bell Wireless' or another entity's network or system or (iv) run software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle. Data sessions cannot be used as a substitute for private lines or frame relay connections. Cincinnati Bell reserves the right to manage, restrict or block IP address assignments and IP Ports. **Usage Levels-Generally**: To ensure the best possible experience for the greatest number of customers and to minimize the risk of exceeding capacity and degradation in network performance, Cincinnati Bell may, at its discretion and without notice, reduce, restrict, suspend or cancel your data service or change your rate plan if your total data usage (i) exceeds 5GB per billing period for a data plan (limit is subject to change without notice), (ii) could interfere with other customers' service, affect Cincinnati Bell's ability to allocate network capacity among customers or degrade service quality for other customers, (iii) is excessive and unusual, (iv) exceeds $50 of pay per use data, exceeds $75 of OOB data for 20 MB, 50MB, or 100 MB international data plans, or exceeds $500 of OOB data for 200 MB international bucket data plan or (v) violates the terms of this data use policy. Data allowances identified in a Wireless Data Service Plan must be used during the billing period in which the allowance is provided. (Note: data or tethering usage in excess of 5 GB per line in a given billing period is regarded and treated as a violation of this data use policy.) **Data Roaming**: To avoid data roaming charges, the end-user's principal residence must be within an eligible Cincinnati Bell Wireless Local Service Area. For corporate customer accounts, the end-user's principal residence or principal business address must be within an eligible Cincinnati Bell Wireless Local Service Area. Visit http://www.cinbell.com/wireless/coverage or ask a Sales Representative to provide address verification. Eighty Percent (80%) of all wireless data usage must be within the eligible Cincinnati Bell Wireless Local Service Area and Cincinnati Bell may, at its discretion, suspend or restrict your account, without notice, if your data roaming is greater than twenty percent (20%) of your total monthly data usage (as measured on a quarterly basis). International Data usage may be measured more frequently. In addition, if your total data roaming usage exceeds 100 MB during your billing period, your speeds may be reduced until you return to the Cincinnati Bell Wireless Local Service Area, provided your total data usage has not exceeded 5GB for a data plan for the billing period (limits are subject to change without notice). Data Roaming internationally is permitted for service access (Intranet browsing, e-mail, intranet access) and will be billed according to your Wireless Data Service Plan rates. International Premium Features are required to roam internationally. Call 1-888-391-3925 or your Sales Representative for current international features and pricing. Data roaming outside the Cincinnati Bell National GSM Network will be billed according to your Wireless Data Service Plan rates. International data will be blocked if usage (i) exceeds $50 of pay per use data (ii) exceeds $75 of OOB data for 20 MB, 50MB, or 100 MB international data plans, or (iii) exceeds $500 of OOB data for 200 MB international bucket data plan Domestic pay-per-use or overage data usage will be billed at $0.05 per Kbyte in the Cincinnati Bell National GSM Network. Domestic overage data usage will be billed at $0.05/KB, $15/300 MB, $15/GB, or $25/GB depending on your data plan. **Tethering:** "Tethering" is defined as using a Cincinnati Bell Wireless mobile device to connect another device to the network for accessing the Internet and using applications that consume data. In order to use a Cincinnati Bell Wireless mobile device for tethering, a customer must purchase the Tethering Premium Service Plan in addition to a monthly Wireless Data Service Plan or purchase a monthly Wireless Data Service Plan where tethering is included. The Tethering Premium Service Plan may not be used while roaming internationally. If Cincinnati Bell determines that a customer is tethering without the Tethering Premium Service Plan or is attempting to tether internationally, Cincinnati Bell will block all data for a period of 30 minutes. After the initial 30 minutes, the customer will be able to resume using data on their wireless device. If tethering without a tethering plan or tethering internationally is detected again, data will be blocked for another period of 30 minutes. i. International Messaging. You must qualify for International services as defined in the International Voice Roaming section. You must have a GSM phone that is capable of working on the international frequencies 900 MHz and 1800 MHz. Text messages you send or receive while roaming internationally will be billed on either a pay-per-use basis at the rate of $0.25 per message sent or in accordance with an International Messaging Plan

subscription (a monthly plan) which provides a bucket of messages for use while roaming internationally. Text messages you send while in the U.S., including messages to international numbers, are treated the same as texts sent to domestic numbers. For details on current international roaming and long distance rates, visit www.cincinnatibell.com/international.

i. International Voice Roaming. In order to qualify for International Services, Cincinnati Bell Wireless Subscriber must meet certain credit criteria and may not have been suspended for non-payment within the last 6 months preceding the effective date of this Agreement. Cincinnati Bell Wireless offers international roaming service to many frequently traveled countries through our GSM international roaming partners. You must have a GSM Next Generation phone that is capable of working on the international frequencies 900 MHz and 1800 MHz. Cincinnati Bell Wireless recommends using quad-band devices compatible with both the domestic and the international frequencies. International roaming voice usage will be billed per minute plus International Long Distance charges where applicable. While roaming on a GSM partner's network outside of the U.S., unanswered calls forwarded to voice mail will be billed at international roaming rates if your device is turned on. For current international roaming and long distance rates, visit www.cincinnatibell.com/international.

j. Trade-In Program. Trade-in value will only be applied as a credit towards the purchase price of a new device. Credit may not exceed the amount of device purchased. Limit one trade-in per device purchased. Trade-in device must: be in working condition; be able to be powered on; have no visible physical damage or evidence of abuse; have a valid electronic serial number ("ESN") or international mobile equipment identity ("IMEI"); not be currently activated on any wireless network. The trade-in value of the device is non-negotiable. The valuation quote is only valid at the time Cincinnati Bell delivers the valuation quote to you and must be applied immediately as a credit to the purchase of a new device. Devices traded will not be returned for any reason, even if you return your purchased device within the allowed 14-day return period. Cincinnati Bell is not responsible for any personal data that may be left on devices. By participating in the Trade-In Program, you represent that you have title, ownership, and interest in the devices you submit, and you transfer the title, ownership, and interest in the devices to Cincinnati Bell. Cincinnati Bell will not have any liability in excess of the accepted trade-in value for the devices submitted to this Program. Cincinnati Bell reserves the right to modify the Trade-In Program without notice at its sole discretion. Program is available in select locations only.

k. Use of Voice2Text Service. Voice2Text Service converts voicemail messages to text for delivery to your wireless device. You can respond to messages from wireless callers by phone or text; you cannot send a text to a wireline phone number. Cincinnati Bell is not responsible for errors in the conversion of voice messages to text nor for content that is unlawful, harmful, threatening, abusive, vulgar, obscene, tortious, or racially, ethnically or otherwise objectionable. The service provides as accurate a conversion of the voice message as possible, although a user may still need to listen to the voice message for content. There are no controls or filtering of messages. Out of Bucket Usage is $0.22 per conversion. Voice2Text On Demand subscribers can follow the prompts following each voicemail message to convert the message to text and have it sent to the subscriber's handset via SMS for $0.25/message.

l. Use of Fusion WiFi Service. Fusion WiFi is an add-on feature to qualifying mobile rate plans and requires the purchase of a Fusion WiFi capable wireless handset. Fusion WiFi not available to i-Wireless. Fusion WiFi subscribers may pay a monthly fee to receive unlimited Fusion WiFi talk time while connected to a WiFi location. Unlimited Fusion WiFi talk time only applies when call is initially received or made when connected to a WiFi location and does not apply to text or data usage. The handset's Fusion WiFi indicator must be shown at the initiation of a call for the call to be rated as Fusion WiFi; no portion of a call initiated on the GSM wireless network will be rated as a Fusion WiFi call. Calls initiated on the GSM network will be billed in accordance with your mobile rate plan. If you do not subscribe to Unlimited Fusion WiFi you will be billed for Fusion WiFi usage in accordance with your mobile rate plan. You may not be able to access all WiFi networks that are visible on your handset. You will only be able to connect to non-secured/open WiFi networks or secured networks for which you have the SSID & security code. Fusion WiFi call performance may vary based on number of users on same access point at once and in-building interference sources. IMPORTANT NOTICE: Emergency 911 calls on your Fusion WiFi handset require ability to connect to the GSM wireless network. 911 calls initiated on WiFi will be routed to the GSM network for completion to emergency services where the GSM network is available. 911 calls initiated on WiFi where GSM coverage is not available WILL NOT BE COMPLETED. Cincinnati Bell is not responsible for the failure to complete a 911 call where GSM coverage is not available. Commercial Mobile Alert System (CMAS) wireless emergency alerts will not be delivered to CMAS-enabled devices while connected via a WiFi Internet connection.

m. Use of Cel-Fi Repeater. IMPORTANT INFORMATION ABOUT 911 SERVICE: When you are within range of the Cel-Fi equipment, the wireless network may not be able to measure your precise physical location. If this is the case, only the location of the closest wireless tower may be provided to emergency services center during a 911 call. Emergency callers should be prepared to provide emergency services with their exact location whenever possible or place a 911 call from a landline phone. When terminating your wireless account, including porting out to another provider, you will be required to return any and all Cel-Fi equipment to a Cincinnati Bell store location. You will be charged Two Hundred Dollars ($200.00) ("Cel-Fi Equipment Charge") appearing on your Cincinnati Bell Wireless monthly bill unless you return the undamaged equipment within 14 calendar days of account termination. Should you return the undamaged equipment after the 14th calendar day of termination, you will see the Cel-Fi Equipment Charge and an equivalent credit on your monthly bill. You will not receive credit for your equipment return if the equipment is received after the 30th calendar day from termination. Visit www.cincinnatibell.com/celfi to find Cincinnati Bell store near you.

n. The Commercial Mobile Alert System (CMAS) is an alerting network designed to disseminate wireless emergency alerts to CMAS-enabled devices. CMAS allows the Federal Emergency Management Agency (FEMA) to deliver emergency warnings to specific geographic regions through the use of cell towers. After receiving a warning, designated cell towers will broadcast a wireless alert to CMAS-enabled devices. Wireless provider deployment of CMAS is voluntary. Cincinnati Bell Wireless will transmit CMAS wireless emergency alerts only to CMAS-enabled devices and only while operating on Cincinnati Bell Wireless' 3G and 4G networks. CMAS-enabled devices operating on the Cincinnati Bell Wireless 2G network or connected to the Cincinnati Bell Wireless network via a picocell or a Wi-Fi Internet connection will not receive the emergency alert warning provided by CMAS. When roaming on another network, the delivery of wireless emergency alerts to CMAS-enable devices is contingent upon the deployment of CMAS by the roaming network provider. Cincinnati Bell Wireless assumes no responsibility for the failure of a CMAS device to receive an emergency alert.

2. CHARGES/PAYMENTS/DEFAULT

a. Generally, you are responsible for paying all charges to your account, including but not limited to: airtime, access, features, voice mail delivery, data usage, text messages, downloadables, alerts, roaming, long distance, directory and operator assistance charges, the price of the Devices and accessories, shipping/handling fees, and any taxes, surcharges, fees, assessments, or recoveries imposed from time to time on you or us as a result of use of the Service on your account or the purchase of goods. You may receive a separate bill for your long distance charges. We reserve the right to deliver some or all of your long distance calls to a long distance provider of our choice. For all incoming and outgoing Service, the length of the call will be measured beginning when the “SND” (Send) or “Yes” key is pressed and ending the earlier of when the “End”, or “No” key is pressed or our system terminates the call. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. Airtime usage on each call is billed in full minute increments, with partial minutes rounded up to the next full minute. For calls made from or received in your home area (as defined in your Calling Plan), you will not be charged for busy or unconnected calls if you press “End” or “No” within a reasonable time. If your Device is used as a pager, you will be charged for messages as described on your Calling Plan. You are responsible for all data usage sent through our network and associated with the Device, regardless of whether the Device actually receives the information.

b. Taxes, Surcharges and Other Fees. Various taxes, surcharges, fees, and other assessments are imposed relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges. These may include federal, state or local taxes, surcharges or fees, as well as assessments to defray costs for federally mandated programs such as enhanced 911 service, local number portability and number pooling. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on you or us. To determine which jurisdictions’ taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use (“PPU”), which must be your residential or business street address and must be within our licensed service area. You agree to provide us your PPU and to promptly notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you. On certain Rate Plans, your PPU must be your residential address.

c. Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due within 20-days of your bill cycle date. You will receive one bill for all Service associated with each Device. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. When terminating service, the charge for your voice Calling Plan and features will not be prorated for your final partial month of service. Service may be billed in a subsequent month due to delayed reporting between carriers; this service will be charged as if used in the month billed. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account. You agree to notify us promptly if your credit card is terminated, lost or stolen or when the authorized date changes.

d. Late Payments/Disputes. Time is of the essence for payment. Therefore, you agree to pay us a late payment fee for amounts over $25.00 unpaid 20 days after the date of the invoice in an amount equal to the greater of (i) 2.0% of the balance, (ii) $5.00, or (iii) the maximum amount allowed by law. Acceptance of late or partial payments (even if marked “Paid in Full”) shall not waive any of our rights to collect the full amount due under this Agreement. We will assess an additional fee not to exceed $25.00 for any check or electronic payment returned for nonpayment and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked “Billing Dispute” on the outside of the envelope, (iii) sent to our address contained on the invoice, and (iv) received by us within 30 days after receipt of the invoice.

e. Default/Termination. If you fail to pay any amount owed to us or an affiliate of ours within 30 days after the date of the invoice, or if you have amounts still owing to us or an affiliate of ours from a prior account, or if you breach any representation to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and, after you receive at least 10 days notice of any such suspension or termination, we may suspend Service and/or terminate this Agreement as permitted by law, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination and/or porting the Number to another carrier, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. You agree to pay all costs including reasonable attorneys’ fees, collection fees, and court costs we incur in enforcing this Agreement through any appeals process. If your Service is suspended under this provision, we will have no obligation to re-establish Service under the same Calling Plan that you were under at the time the suspension went into effect. In the event the Calling Plan you were under is no longer offered at the time service is re-established, we will offer you a replacement Calling Plan that may contain less favorable rates and terms than you had previously. Requests for termination of service (voluntary cancels) must be made directly by the customer (the responsible party). We will not process cancellation requests made by other parties, i.e. relatives, sales representatives, authorized agents or competitors, except where you have ported your number to another service provider.

f. Deposits/Service Limits/Credit Reports/Return of Balances. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. You may request that we re-evaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of $10 will be returned without interest to you at your last known address. You agree any amounts under $10 or amounts, which are undeliverable, will be debited to cover the extra costs of closing your account.

g. Account Information. Any person able to provide your name, address, the last four digits of your social security number (or for business customers other information we deem sufficient), and the Number, will be deemed authorized

by you to receive information about and make changes to your account, including adding new Service. If you are receiving Service on a business Rate Plan through your employer, you authorize us to share your account information with your employer. You consent to disclosure of any information about you to any person as permitted by law if any device programmed with your Number calls an emergency service number such as 911 or, if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

h. Customer Proprietary Network Information ("CPNI") Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type and destination of your wireless service usage (collectively, CPNI). You consent to us sharing your CPNI with Cincinnati Bell Inc., its affiliates and its contractors, to develop or bring to your attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of your Service and is valid until you revoke it. To revoke your CPNI consent at any time, notify us in writing at Cincinnati Bell Wireless, c/o Revoke CPNI Consent, 221 East Fourth Street, Cincinnati, Ohio 45202, providing your (1) name, (2) home address, (3) home telephone number (including area code), (4) wireless Number (including area code), (5) Service billing address, and (6) Service account number. Revoking your CPNI consent will not affect your current wireless service.

3. CHANGES TO THIS AGREEMENT

Cincinnati Bell reserves the right to amend or to terminate all or any part of this Agreement, including the Welcome Guide and any and all Cincinnati Bell Wireless service and/or equipment contracts at any time without notice. You agree to be bound by the General Terms and Conditions set forth in the most current version of this Agreement, which is available at www.cincinnatibell.com or at any Cincinnati Bell retail location. However, we will notify you (as provided in Section 6) if we modify a material term of this Agreement which would be materially adverse to you, including any change to the charges or conditions of your Service, prior to the billing period in which the changes would go into effect. If the changes have a materially adverse effect on you, you may terminate the Agreement by giving us notice within 20 days of the date of our notice without incurring an early termination fee, if one applies. If you use the Service more than 20 days after we have notified you of a change, you agree to that change. You may change Service by notifying us and paying our standard charges, including any applicable early cancellation fees, and by complying with any other of our requirements to accomplish the change. The change will take effect by your next billing cycle. If you transfer to a Calling Plan having a term, which is shorter than your previous Calling Plan, you may remain obligated for the term of the previous Calling Plan. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. If we terminate this Agreement for a reason other than your breach, you will not be responsible for payment of any early termination or cancellation fee that otherwise would apply.

4. LIMITATIONS.

The parties intend that the limitations on liability, warranty and damage awards provided for in this Agreement will apply to the fullest extent allowed by law. Some jurisdictions do not allow the exclusion of certain warranties or the waiver, limitation or exclusion of liability for punitive, incidental or consequential damages, or for intentional or willful conduct in some circumstances. To the extent that any of these limitations are not permitted by applicable law, they will not apply to you.

a. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF THE DEVICE OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR DEVICE, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE DEVICE, EQUIPMENT FAILURE OR MODIFICATION OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 24 HOURS OR LESS, NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS, AS DESCRIBED IN PARAGRAPH 1.D ABOVE. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU WAIVE ALL CLAIMS OF LIABILITY FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. THE LIMITATIONS IN THIS SECTION 4 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MIS-REPRESENTATION, OR OTHER LEGAL OR EQUITABLE THEORY. WE ARE NOT LIABLE FOR (i) INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE DEVICE OR ANY EQUIPMENT USED IN CONNECTION WITH THE DEVICE OR (ii) THE INSTALLATION OR REPAIR OF THE DEVICE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT

b. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT AND USE OF THE DEVICE OR SERVICE UNLESSDIRECTLY AND SOLELY ATTRIBUTABLE TO OUR SOLE NEGLIGENCE. AMONG OTHER THINGS, YOU MUST PAY ALL CHARGES OF ANY LONG DISTANCE COMPANY, WHICH CARRIES YOUR CALLS. EVEN IF WE CONNECT YOUR CALL TO A LONG DISTANCE COMPANY OTHER THAN THE ONE YOU REQUEST. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL PROCESS. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

c. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE DEVICE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE DEVICE AND ANY STATEMENT REGARDING IT SHOULD NOT BE

INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

5. RESOLUTION OF DISPUTES

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this agreement.

a. Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent or affiliate companies, arising out of or relating to this Agreement, our Privacy Policy or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

b. Arbitration Procedures. You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA online at www.adr.org. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

c. Costs of Arbitration. For claims of less than $1,000, you will be obligated to pay $25 and we will pay all other administrative costs and fees. For claims over $1,000 but under $75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of $75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

d. Waiver of Class Actions. By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allows for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity.

e. Limitations Period. Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Agreement must be brought within two years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

6. MISCELLANEOUS

a. Privacy. Cincinnati Bell is not liable for any lack of privacy, which may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the service and consent to our use of automatic dialing equipment to contact you. Cincinnati Bell has the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property.

b. Assignment. We may assign all or part of this Agreement without notice to you, which shall release us from any and all liability arising under this Agreement. You may not assign this Agreement without our prior written consent.

c. Notices. Written notices are considered delivered and shall be effective when we send them by email to any email address you have provided to us or 3 days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying us of any changes in your address(es). Written notice to us shall be effective when directed to our Customer Care Department and received at our address. Your notice must specify your account number and Service Number. Oral notices shall be deemed effective on the date reflected in our records. We will not give you notice of any subpoenas or court orders related to your account or use of Service unless required by law.

d. Force Majeure. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Cincinnati Bell Wireless shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond our reasonable control, including but not limited to causes such as strikes, lockouts or other labor disputes; riots, civil disturbances, actions or inactions of governmental authorities or suppliers; epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or nuclear disasters.

e. Entire Agreement. These General Terms and Conditions, together with any other documents directly or indirectly made a part of these General Terms and Conditions, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable. If you have entered into a written contract with us, signed by you or your authorized representative, the terms of the contractual agreement shall govern and shall supersede any inconsistent terms set forth in these General Terms and Conditions.

f. Governing Laws. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by the laws of the state of Ohio without regard to choice of law provisions. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection; if there is any inconsistency between this

Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

g. Other Cincinnati Bell Services. You may have received special promotions or discounts on other services offered by Cincinnati Bell Wireless affiliates in connection with the purchase of certain wireless services. These promotions or discounts may terminate upon termination of this Agreement.

h. No Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

i. Partial Invalidity. If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement, then this Agreement shall be deemed terminated without such termination constituting a breach herein.