

**SANDWICH ISLES WIRELESS**  
**Terms and Conditions of Service**  
**Effective 11/6/14**

**Basic Definitions**

"We," "us," "our," "SIW" mean Pa Makani LLC and its affiliates doing business as Sandwich Isles Wireless;

"You," "your," "customer," and "user" mean an account holder or user with us;

"Device" means any phone, mobile broadband device, any other device, accessory or other product we sell to you or that is active on your account with us; and

"Service" means our offers, rate plans, options, wireless services or Devices on your account with us.

**Terms and Conditions of Service**

Your agreement with SIW, including its affiliates and assigns, includes this Terms and Conditions of Service ("Terms and Conditions"), the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you (collectively "Agreement"). **IT IS IMPORTANT THAT YOU CAREFULLY READ ALL OF THE TERMS OF THE AGREEMENT.**

**Acceptance of Agreement**

You represent that you are at least 18 years old and you are legally authorized to enter into this Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement; (b) activate, or attempt to or in any way use the Services; (c) using your Service after you make a change or addition; (d) pay for the Services; or (e) open any package or start any program that says you are accepting the Agreement when doing so. **IF YOU DO NOT WANT TO ACCEPT THESE TERMS AND CONDITIONS AND THE AGREEMENT, DO NOT DO ANY OF THESE THINGS.**

**Services Covered**

These Terms and Conditions apply to our standard wireless Services and any other Service we offer you that references these Terms and Conditions. Additional terms will apply when you use certain Services, typically those you can access online (for example, picture/video Services, online forums, etc.). Additional terms will apply to certain Devices and applications (the terms may come from SIW or a third party) and will be provided with the Device or prior to the use of the application, as applicable. Additional terms will also apply if you activate more than one Service (for example, DSL services, land line services, etc.). The additional terms for those Services may either modify or replace certain provisions in these Terms and Conditions, including terms relating to activation, invoicing/payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services). You will be provided details on any additional terms with your selection of any other Service.

We recognize that parents or adult family members may sometimes desire for a minor under their supervision to use the Services. The parent, guardian, or adult shall at all times be responsible for the minor's use of a SIW phone and the Services, and shall indemnify, defend, and hold harmless SIW from

and against any and all losses, claims, and liabilities arising from or related to any such minor's operation of the wireless phone and use of the Services. This obligation includes but is not limited to responsibility for ensuring the wireless phone and Services are not used for any illegal, improper, or offensive/abusive purposes, responsibility for any injury to the minor, and financial responsibility for all Services used. All usage of Services by minors is subject to these Terms and Conditions.

We may deny a request for Service from any customer or potential customer for any lawful reason.

## **Service Plans**

We offer two (2) types of service plans at this time. We will determine what types of Services and rate plans are available on a prospective basis, and may modify them from time to time. We will communicate any changes to your plan to you either by email if we have your current email address or by posting the changes on our website <http://www.sandwichisles.com>, or both. Notification will be made in advance of the change. Your payment of Services or use of Services after we notify you of the change, shall be deemed your acceptance of and agreement to the change. We are not responsible for your failure to read any notice posted on our website or otherwise sent to you. Plans are for individual, non-commercial use only and are not for resale.

Unlimited Calling Plan (Kupuna Plan). This plan is limited to unlimited statewide calling and nationwide long distance, and Sprint nationwide coverage. This plan also includes voicemail, call waiting, three way calling, call forwarding, caller ID and caller ID block.

Unlimited Calling. Unlimited calling is provided primarily for live dialog between two individuals. If your use of unlimited calling Services for conference calling or call forwarding and such usage is excessive then SIW may, at its option, terminate your Service. Unlimited calling Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If SIW finds that you are using an unlimited calling Service offering for other than live dialog between two individuals, SIW may, at its option, terminate your Services. SIW will provide notice that it intends to take any of the above actions, and you may terminate this Agreement.

Voicemail. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. We reserve the right to change the number of voicemails you can store, the length you can store voicemail message, when we delete voicemail messages, and other voicemail features without notice. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

Caller ID. Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking is not available when using Data Services.

Unlimited Calling, Texting and Data Plan (Māpuna Plan). This plan includes the features of unlimited calling and unlimited text, picture and video messaging, and unlimited web and email access. You are responsible for all text messages you send and you agree to hold harmless and indemnify us from all claims, demands, liabilities, losses, or damages to the extent any text messages from your phone are alleged to have caused or actually do cause damages to other persons.

SIW provides wireless data and messaging Services, including but not limited, to features that may be used with Data Services and wireless content and applications (“Data Services”). The absolute capacity of the wireless data network is limited; consequently Data Services may only be used for prescribed purposes. If you use the Data Services responsibly then SIW will be able to continue to offer affordable wireless rates.

Texting. SIW does not guarantee delivery of messages. Text, picture and video messages, including downloaded content, not delivered within three (3) days will be deleted. SIW reserves the right to change this delivery period as needed without notification. Some elements of picture and video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones or e-mail. SIW reserves the right to change the picture and video message size limit at any time without notification.

Text message notifications may be sent to non-picture and video messaging subscribers if they subscribe to text messaging. You may receive unsolicited messages from third parties as a result of visiting internet sites. You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (i) are bulk messages (ii) are automatically generated; (iii) can disrupt SIW's network; (iv) harass or threaten another person (v) interfere with another customer's use or enjoyment of SIW's Services; (vi) generate significant or serious customer complaints; (vii) that falsify or mask the sender/originator of the message; or (viii) violate any law or regulation. SIW reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

Data Services and Content. Our Data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

In addition to the rules for using all of our other Services, unless we identify the Service or Device you have selected as specifically intended for that purpose, you cannot use our Data Services. Examples of prohibited uses, include but are not limited to, the following: (i) server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions; (ii) as a substitute or backup for private lines, land lines or frame relay connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either SIW's wireless services or other parties' internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of SIW's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active internet connections when a computer's connection would otherwise be idle or any "keep alive" functions; or (viii) any other unintended use as we determine in our sole discretion. Furthermore, plans cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/smartphone to computer accessories, BLUETOOTH® or any other wireless technology) to personal computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, SIW reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to SIW's wireless subscribers without their consent. You may not use the Services other than as intended by SIW and applicable law.

## **Rates**

Residential Rates (Resident of Hawaiian Homes Lands Property). For residents on Hawaiian Home Lands properties within SIW's service area to be eligible for discounted rates on wireless services, you must subscribe to both landline phone service from Sandwich Isles Communications, Inc. (SIC) and high-speed Internet service from Sandwich Isles Broadband Service (SIBS) either as part of a landline bundle which includes landline phone and high speed internet services or as separate services. Discounts on wireless services will be lost if you terminate your landline phone with SIC. You will pay the then current qualifying wireless rate.

Authorized Additional User. For residents on Hawaiian Home Lands properties who authorize additional users to receive discounted wireless rates and services from SIW, you understand and agree that (i) the phone selected by the additional user and any written bill or other communication from SIW for the additional user will be sent or delivered to your service address, and you will, in good faith, deliver or caused to be delivered such phone, bill or other written communication to such additional user; (ii) SIW has the right to refuse, deny or cancel services to any additional user, at any time, in its sole discretion; and (iii) if you are no longer eligible to receive discounted wireless rates from SIW because you are no longer a SIC residential landline subscriber and/or your SIC or your SIW account is no longer in good standing, then SIW may terminate services to any additional user.

If you are an additional user authorized by a resident of Hawaiian Home Lands properties to receive discounted wireless rates and services from SIW, you understand and agree that (i) the phone selected by you and any written bill or other communication from SIW for you will be sent or delivered to the service address of the resident of Hawaiian Home Lands that authorized you as an authorized user, and you will need to pick up or cause to have delivered such phone, bill or other written communication from

such resident; (ii) you must receive your bills and notices electronically at <https://EBILL.Sandwichisles.com> and you must pay for your SIW services using Automatic Bill Payment services; (iii) SIW has the right to refuse, deny or cancel services to you, at any time, in its sole discretion; (iii) if such resident elects to no longer authorize you as an additional user, then SIW may terminate services to you; and (iv) if the resident of Hawaiian Home Lands that authorized you as an authorized user is no longer eligible to receive discounted wireless rates from SIW because such resident is no longer a SIC residential landline subscriber and/or their SIC or their SIW account is no longer in good standing, then SIW may terminate services to you and any other additional user.

**Commercial; Nonprofit Rates (Located on Hawaiian Homes Lands Property).** For a business or nonprofit organization located on Hawaiian Home Lands properties within SIW's service area to be eligible for discounted rates on wireless services, such business or organization must subscribe to SIC's landline phone and high speed internet services. Discounts on wireless services will be lost if such business or organization is receiving discounted rates on wireless services and such business or organization terminates its landline phone service or high speed internet service with SIC. Such business or organization will pay the then current qualifying wireless rate.

**Authorized Additional User.** For businesses or nonprofit organizations located on Hawaiian Home Lands properties who authorize additional users, such as employees or members, to receive discounted wireless rates and services from SIW, such business or organization understands and agrees that (i) the phone selected by the additional user and any written bill or other communication from SIW for the additional user will be sent or delivered to such business or organization's service address, and such business or organization will, in good faith, deliver or caused to be delivered such phone, bill or other written communication to such additional user; (ii) SIW has the right to refuse, deny or cancel services to any additional user, at any time, in its sole discretion; and (iii) if such business or organization is no longer eligible to receive discounted wireless rates from SIW because it terminates its landline phone service or high speed internet service with SIC and/or its SIC or its SIW account is no longer in good standing, then SIW may terminate services to any additional user.

If you are an additional user authorized by a business or nonprofit organization located on Hawaiian Home Lands properties to receive discounted wireless rates and services from SIW, you understand and agree that (i) the phone selected by you and any written bill or other communication from SIW for you will be sent or delivered to the service address of such business or organization that authorized you as an authorized user, and you will need to pick up or caused to have delivered such phone, bill or other written communication from such business or organization; (ii) you must receive your bills and notices electronically at <https://EBILL.Sandwichisles.com> and you must pay for your SIW services using Automatic Bill Payment services; (iii) SIW has the right to refuse, deny or cancel services to you, at any time, in its sole discretion; (iv) if such business or organization elects to no longer authorize you as an additional user, then SIW may terminate services to you; and (v) if the business or organization that authorized you as an authorized user is no longer eligible to receive discounted wireless rates from SIW because such business or organization no longer has landline phone service or high speed internet service with SIC and/or their SIC or their SIW account is no longer in good standing, then SIW may terminate services to you and any other additional user.

### **Account and Service Charges and Fees**

You are responsible for all charges associated with your account and the Services on your account. Charges include, but are not limited to, the handset, accessories, monthly recurring charges, charges for additional services, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. An additional charge will be imposed for directory assistance at current fee of \$0.50 per call. Paper

bills with itemized detail will be subject to an additional charge (current fee is \$5.00 per request). Recurring monthly charges will be billed monthly in advance. If you allow end users to access or use your Devices, you authorize end users to access, download and use Services.

### **Taxes and Government Fees**

You agree to pay all federal, state and local taxes, fees and other assessments that we are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

### **Surcharges**

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service, various regulatory 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. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges.

### **Your Bill**

Unless provided otherwise by SIW, internet billing is required for the service plans. Your bill should be available for electronic viewing not later than the 5<sup>th</sup> of each month at <https://EBILL.Sandwichisles.com>. Your bill provides you notice of your charges. Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). Your bill may not include itemized billing detail. Paper bills with itemized detail will be subject to an additional charge (current fee is \$5.00 per request). Unless prohibited by law, other charges (for example, Data Services or taxes and surcharges) may not include itemized detail but will be listed as total charges for a category.

### **Automatic Bill Payment**

Automatic Bill Payment (ABP) is required for the service plans and SIW or its affiliate is hereby authorized to debit your bank account for any monthly recurring charges or other charges for the Account on or after the 21<sup>st</sup> of each month. In the event your bank account used to setup the account for ABP is cancelled, you agree to contact SIW immediately and provide a new valid bank account for ABP. If SIW is unable to process your ABP due to your bank account being cancelled or having insufficient funds, your account may be suspended or terminated and SIW may take other actions against you as further described in this Terms and Conditions. You have the right to cancel ABP at any time by contacting SIW; however, if you cancel ABP then your account will also be terminated and your Device will be deactivated.

### **Your Payments; Late Fees**

Payment for the Service is due upon receipt or posting of the billing statement, whichever is earlier. Failure to deliver timely payment is a breach of this Agreement. A late charge of 1.5% per month or part of a month (or the maximum interest allowed by law, whichever is less) may be assessed on past due accounts. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment

methods to cash or other similar secure form of payment at any time for good reason. Service fees may be applied to credit and debit card payments. If any payment obligation is not paid in a timely manner, you agree and promise to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit commences as part of the collection process. SIW reserves the right to change the late fee amount at any time. Notice of any disputes must be in writing and received by SIW at 77-808 Kamehameha Hwy, Mililani, HI 96789-3941 within thirty (30) days after receipt of your billing statement or you waive any objection.

### **Refunds and Returns**

During the first fourteen (14) days of your use of the Service, you may terminate the Service, return your Device and receive a full refund on your Device and Service; provided that the Device and all ancillary equipment (battery, charger, etc.) are all returned to us in “like-new” condition and with their original packaging, and you provide us with a proof of purchase. Refunds will be processed following receipt of the Device and ancillary equipment and may take up to one billing cycle to process. All sales are final on ancillary equipment purchased in addition to the Device.

You will not receive a refund if:

- 1) We do not receive the Device and all ancillary equipment or
- 2) The Device is determined to be damaged and is not in “like-new” condition.

**We reserve the right to offset any refund due against any delinquent amounts in your account.**

### **Our Policies**

Services are subject to our business policies, practices and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

### **Our Right To Change The Agreement**

IN ACCORDANCE WITH APPLICABLE LAW, WE MAY CHANGE ANY PART OF THE AGREEMENT AT ANY TIME, INCLUDING, BUT NOT LIMITED TO, RATES, CHARGES, HOW WE CALCULATE CHARGES, OR YOUR TERMS OF SERVICE. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). Our current Terms and Conditions are available at our website at [www.sandwichisles.com/SIW.html](http://www.sandwichisles.com/SIW.html). You have a right to terminate Services in accordance with section “Your Right to Terminate Services” section below. You agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government’s or our calculations.

### **Our Right To Suspend Or Terminate Services**

We can, without notice, suspend or terminate any Service at any time for any reason without liability, including, but not limited to: (a) late payment; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false information, including if we discover you are underage; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (f) breaching the Agreement or failing to follow our Policies; (g) the Device being used in a way that constitutes spam or other abusive messaging or calling, a security risk, or violation of privacy; (h) failing to comply with all applicable laws when using the Services and/or using the Service for or in connection with any illegal purposes; (i) modifying a Device from its manufacturer specifications; (j) reselling services; (k) interfering or causing problems with the operation of SIW’s wireless network; or (l)

if we believe the action protects our interests, any customer's interests, our network, or the network of any other provider.

If your account is suspended, terminated or deactivated, we can assign your wireless phone number without giving you notice. We make no guarantee that the number assigned to your wireless phone may be ported into another wireless telephone service provider's network should you decide to discontinue your Service with us. If the number assigned to your plan by us can be ported to a new wireless telephone service provider, porting can only take place if you have an active account with us. Service with us is then discontinued after your new wireless service provider has ported your number into their system. We may charge a fee to reimburse us for the costs we incur to meet the equipment, technology, and infrastructure requirements necessary to enable number porting. We may also charge a fee to reimburse us for the costs we incur to perform the port.

### **Your Right To Terminate Services**

You can terminate Services at any time by calling us and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. Prepaid amounts are not refundable except as expressly stated herein. Service credits remaining on your account when you terminate services are non-refundable, and no refunds or other compensation will be given for unused service credit.

### **Your Device**

We do not manufacture any Device we might sell to you or that is associated with our Services, and we are not responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Statements by our employees and agents regarding the wireless phone or related accessory equipment should not be interpreted as a warranty by us. Your Device is designed to be activated on the SIW network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have not and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We will notify you if we decide to change or reassign them.

Upon your acceptance of delivery of your Device, all risk of loss, damage, theft or destruction of your phone is borne by you. Call us immediately if your Device is lost or stolen because you are responsible for charges before you notify us of the alleged loss or theft. In the event of any loss, damage, theft, or destruction of your phone, in whole or in part, you are responsible for purchasing a replacement/phone from us at your expense, and you shall not be entitled to a refund or prepaid amounts for services. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.)

### **Porting/Transferring Phone Numbers**

We do not guarantee that number transfers to or from us will be successful. 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 are responsible for all charges billed or incurred prior to deactivation.

### **Service Availability**

Our coverage maps are available at <http://www.sandwichisles.com>. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you have chosen. Our coverage maps provide anticipated wireless coverage areas when using Services outdoors under optimal

conditions. Coverage is not available everywhere and Service speeds are not guaranteed. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, network maintenance or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, etc.), 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. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete. You agree we are not liable for problems relating to Service availability or quality.

### **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, as there are factors beyond our control that affect your ability to make and receive calls on your wireless phone. Calls or attempted calls to emergency services like 911, may be interrupted or may fail, and the quality of calls may sometimes be poor. Unlike traditional wire line 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 IVR systems to screen calls.

### **Location Based Services**

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services.

You agree that any authorized user may access, use or authorize SIW or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location sensitive services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website at <http://www.sandwichisles.com>.

### **Protecting Our Network and Services**

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage - for example, message filtering/blocking software to prevent spam or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content,

prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. SIW reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong doing. Such cooperation may include, but not be limited to, provision of account or user information or email as well as monitoring of the SIW network.

## **Your Privacy**

Our Privacy Policy is available on our website. To review the policy, visit <http://www.sandwichisles.com>. Our Privacy Policy is incorporated in these Terms and Conditions by reference. This policy may change from time to time, so review it with regularity and care.

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 or sales departments).

Authentication and Contact. You (the accountholder) may password protect your account information by establishing a personal identification number ("PIN"). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords and other account access credentials like your backup security question from loss or disclosure. You further agree that SIW may, in our sole discretion, treat any person who presents your credentials for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service related reasons through the contact information you provide, through the Services or Devices to which you subscribe or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

CPNI. As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

Third Party Applications. If you use a third party application, the application may access, collect, use or disclose your personal information or require SIW to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or authorize third party applications through the Services, you agree and authorize SIW to provide information related to your use of the Services or the application(s). You understand that your use of third party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

Information on Devices. Your Device may contain sensitive or personal information. SIW is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on your Device.

## **Disclaimer of Warranties**

WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DO NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT

ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE), AND IN NO EVENT SHALL SIW BE LIABLE WEHTEHR OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services provided by or through us; (c) damage or injury caused by the use of Services or Device, including the use of a vehicle; claims against you by third parties; (e) damage or injury caused by a suspension or termination of Services by SIW; or (f) damage or injury caused by failure to delay in connection a call to 911 or any other emergency service.

### **You Agree We Are Not Responsible For Certain Problems**

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and to back-up your information stored on each.

### **You Agree Our Liability Is Limited - No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER YOU OR ANY THIRD PARTY MAY SUFFER WHICH ARISES OUT OF OR IS RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, GOODWILL OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

### **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

### **No Trial By Jury**

If a claim proceeds in court rather than through arbitration, TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY.

## **Indemnification**

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Devices, your use of the Service and any information you submit, post, transmit or make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

## **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: posting on our website at <http://www.sandwichisles.com>, in your bill, correspondence to your service address, to any fax number or e-mail address you have provided us, by calling you on your Device or any other phone number you have provided us, by voice message on your Device or any other phone number you have provided us, or by text message on your Device.

## **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of Hawaii, without regard to the conflicts of law rules of Hawaii. The venue for any suit or proceeding pertaining hereto shall be maintained exclusively in Honolulu, Hawaii. If either of us waives or does not enforce a requirement under this Agreement in an instance, we do not waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You cannot assign the Agreement or any of your rights or duties under it. We can assign the Agreement. Upon any transfer or assignment by us, SIW shall be released from all liability with respect to its provision of Services. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements -you cannot rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial), survive termination of Services.

For questions or more information on these Terms and Conditions please contact our Customer Service Department by dialing 611 from your SIW phone or toll free at 1-888-995-7274.