

## Internet Access Agreement

Effective January 29, 2016

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW APPLY TO THE iGo Technology, Inc. (iGo) BROADBAND INTERNET ACCESS SERVICE ("INTERNET ACCESS SERVICE"). BY ACTIVATING OR USING SUCH iGo SERVICE OR EQUIPMENT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW, EACH OF WHICH MAY BE AMENDED FROM TIME TO TIME BY iGo. PLEASE READ THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW CAREFULLY. THEY, AMONG OTHER THINGS, ESTABLISH YOUR LIABILITY FOR INTERNET SERVICES WITH iGo. THEY ALSO OUTLINE EARLY TERMINATION FEES AND PROVIDE IMPORTANT DISCLOSURES INVOLVING USE OF OUR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW, YOU MAY NOT USE ANY iGo SERVICE OR EQUIPMENT.

This is a binding agreement between you and iGo Technology, Inc. for the use of iGo's Internet Access Service. The customer hereby agrees to comply with the term and conditions below and iGo's Acceptable Use Policy. Each of these may be amended from time to time without notice and are posted on iGo's website at [www.iGoTechnology.com](http://www.iGoTechnology.com)

1. Acceptance of Agreement by Use/Activation: You acknowledge that you have read and understood, and you agree to, each of the provisions of the Agreement, and you represent and warrant that you are of legal age and authorized to enter the Agreement and to accept and agree to become bound by the terms of the Agreement. The Agreement applies to you and to anyone who uses the Service. By initiating, activating or using the Service. If you do not agree to the provisions of the Agreement, you may not use the Service.

2. Service, Payments, and Invoices. You agree to purchase and pay for the Service identified on the website, which will be binding on you together with other provisions in the Agreement. iGo will generate and mail or email invoices at the beginning of each month. Invoices will be due on the 14th of each month. The due date only applies to current balances. If a past due balance is on your account your service could be interrupted before the due date. In the event of service interruption due to payment delinquency, reactivation charges will apply.

3. Installation. As determined by iGo Technology, Inc, or its authorized contractor may install the Equipment at your location (the "Premises" or "Service location") for the installation charges noted on the website. In addition, the provision of Service to your Premises may require additional equipment, or installation activities beyond those specified for a standard installation. In the event that such additional equipment or installation activities are required, and you elect to accept Service despite the need for such additional equipment or installation activities, you will be responsible for complying with all applicable terms and conditions, including paying all applicable additional charges. If you purchase additional Equipment from iGo, including an internal or external antenna, internal routers, software and additional connection cabling, you may request iGo to install such Equipment at the Premises for an additional charge. iGo's standard installation includes an antenna and 60' of Cat5 cable. Any work performed beyond the standard installation will be charged additionally.

4. iGo Technology's Responsibilities. In addition to the other conditions identified in this Agreement, iGo's responsibility for the Service ends at the iGo Equipment. iGo will not maintain or in any way be responsible for any software, cables, or hardware attached to the Equipment or in any way related or unrelated to the use of Service, including your internal network. iGo will provide customer care support during its standard business hours for performance and operational issues related to the iGo service. Please contact iGo's Customer Care as set forth at [www.iGoTechnology.com](http://www.iGoTechnology.com)

5. Your Responsibilities. You are responsible for complying with all Terms and Policies for the Internet Access Service, as well as any other separate terms and conditions applicable for any other services or products you obtain from iGo. If needed, you are responsible for providing access to the Premises as scheduled with iGo for the appropriate preparation and maintenance of the Premises to allow for proper installation, maintenance, and other activities of iGo in connection with the Equipment and Service. You are responsible for ensuring that your equipment has the minimum hardware and software requirements necessary to use the Equipment and Service. You are responsible for integrating and troubleshooting your local area network, internal network, and equipment as necessary. iGo will not be responsible for any loss of use of Service or degradation in performance resulting from your use of incompatible equipment or for any damage to any additional equipment you connect to the Equipment. You will reimburse iGo for any loss or damage to our Equipment, reasonable wear and tear excepted, including the actual cost of repair of the Equipment or charges for the Equipment at full retail price. In accessing the Service, you agree to utilize the troubleshooting guides and user information provided by iGo or available at [www.iGoTechnology.com](http://www.iGoTechnology.com) prior to contacting iGo Customer Care. iGo Customer Care will troubleshoot and support you on Service and Equipment issues pertaining to the iGo network and Service only, and reserves the right to determine that a problem or issue is your responsibility. In the event that you request a service call to your Premises and iGo determines that the problem is your responsibility, iGo reserves the right to invoice you or require full payment in another form for the cost of the service call. You are liable for any and all liability that may arise out of the content transmitted by or to you or any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you ("Users"). You will assure that your or Users' use of the Service and content will at all times comply with the requirements set forth in the Agreement (including, but not limited to these Terms and the Policies) and all applicable laws, regulations and written and electronic instructions for use. iGo reserves the right to terminate or suspend affected Service, and/or remove your or any other User's content from the Service, if iGo determines that such use or content does not conform with the requirements set forth in the Agreement (including, but not limited to these Terms and the Policies) or interferes with iGo's ability to provide Service to you or others or receives notice from anyone that your or Users' use or content may violate any laws or regulations. iGo's actions or inaction under this Section will not constitute review or approval of your or Users' use or content.

6. Credits. No credit or adjustment will be made for interruptions of the Service unless the interruption continues for a period of twenty-four (24) hours or more, measured from the time that you report the interruption to iGo. In the event of an interruption of the Service that continues for a period of twenty-four (24) hours or more, credit allowance will be made, at your written request, for an amount not to exceed the prorated monthly charges for your Service during the affected period. The credit will be available only where the interruption is in no part due to your acts or omissions whether negligent or otherwise or by interruptions caused by failure of any equipment or service not provided by iGo. The foregoing credit will be your sole and exclusive remedy for any interruption of the Service or any degradation of performance of the Service. In order to be eligible for any such credit, you must request the credit in writing within five (5) days of the commencement of the interruption. No credit will be

available if the interruption period results from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with iGo instructions or the terms stated at [www.iGoTechnology.com](http://www.iGoTechnology.com), or actual or attempted alteration of or additions to the Equipment or Service not approved by iGo, or from any problems with third party network elements that are not within the control of iGo, all as determined in the sole discretion of iGo.

7. Equipment Location; Tampering with the iGo Equipment/Warning Sticker. You agree that the iGo Equipment may be used only at the Service location appearing in iGo's records. You agree not to change the electronic serial number or identifier of the iGo Equipment, or to perform a factory reset of the Equipment, without express permission from iGo in each instance. iGo reserves the right to terminate your Service should you tamper with the iGo Equipment or use or modify it in a manner not authorized by iGo.

#### 8. Intended Use of the Service.

(a) You may not reproduce, duplicate, copy, sell, provision, resell, rent, lease, lend, pledge, directly or indirectly transfer, distribute or exploit any portion of the Service without iGo's prior written consent. You will not use the Service in a manner prohibited by any federal, state, or local law or regulation, and will abide by iGo's Policies, which set forth additional rules that govern your activity in connection with the Service. Without limiting the foregoing, you may not use the Equipment or Service, or allow the Equipment or Service to be used, for any abusive purpose or in any way that damages iGoClear's property or interferes with or disrupts iGoClear's network or other users or subscribers. You may not attempt to circumvent user authentication or security of any host, network, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's session, by any means, locally or via the Internet. You may not use the Service or take any action that will result in excessive consumption or utilization of iGoClear's system or network resources, or which may weaken network performance, or which adversely affects the performance of the Service for other iGo customers, all as determined in iGoClear's sole discretion. You agree not to access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. This includes the use of wireless routers that are unencrypted or giving your WEP key to individuals who are not a member of your residence. You agree that sharing the Service with another party breaches the Agreement and may constitute fraud or theft, for which iGo, its affiliates, and their agents and suppliers reserve all rights and remedies.

(b) You agree not to use or attempt to use the Service, the iGo network or website, or Equipment or any device for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: (i) Violating any applicable law or regulation; (ii) Posting or transmitting content you do not have the right to post or transmit; (iii) Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; (iv) Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortuous, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in

our sole discretion; (v) Attempting to intercept, collect or store data about third parties without their knowledge or consent; (vi) Deleting, tampering with or revising any material posted by any other person or entity; (vii) Accessing, tampering with or using non-public areas of the Service or any iGo website or iGo's computer systems and network; (viii) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (ix) Attempting to access or search the Service or any iGo network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser; (x) Sending or attempting to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail", "junk mail" or "junk fax"; (xi) Using or attempting to use the Service or any iGo website to send altered, deceptive or false source-identifying information; (xii) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any iGo website; (xiii) Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any iGo website, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any iGo website; and/or (xiv) Impersonating or misrepresenting your affiliation with any person or entity. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your Premises, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading. In the event that iGo detects excessive use by you, iGo may restrict your access to iGoClear's network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or terminate your Service. iGo has the right but not the obligation to restrict any uses of the Equipment or Service that iGo believes in its sole discretion violate the Agreement or applicable law. Restrictions.

#### 9. Third Party Services, Content and Materials Accessible on the Internet; Disclaimers, Cautions and

(a) We do not control, nor are we responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service. We may, but do not have to, block information, transmissions or access to certain information, services, products or domains to protect us, our network, the public or our users. We are not a publisher of any third-party content accessed through the Service, and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You access such materials at your own risk. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access any web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or their compliance with them. If you elect to download into your equipment or otherwise enable any software, including any client-based software designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service. In no event, will iGo, its affiliates, and/or their agents or suppliers be liable for any lack of privacy which may be experienced with regard to the Service. For additional information, please refer to our Privacy Policy applicable to you at [www.iGoTechnology.com](http://www.iGoTechnology.com).

(b) You further acknowledge that there are materials and content on the Internet or otherwise accessible through the Service which may not be in compliance with all federal, state, and local laws and regulations, and which may be sexually explicit, offensive, or otherwise objectionable to you. iGo assumes no responsibility for and exercises no control over the content or materials contained on the Internet or that is otherwise accessible through the Service. You access such materials at your own risk. If you decide to let minor children access the Service, iGo strongly recommends that you supervise their usage.

10. **Illegal and Fraudulent Activity.** You acknowledge that iGo may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. If we suspect violations of any of the terms and conditions of this Agreement or applicable law, we may, without prejudice to any other rights or remedies we may have: (i) institute legal action, (ii) immediately, without prior notice to you terminate the Agreement and the Service, (iii) terminate any other iGo agreements between us and you and the applicable iGo service(s) provided under those agreements, and (iv) cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations. Those who violate systems or network security requirements may incur criminal and/or civil liability. Your failure to provide reasonable cooperation may result in your liability for such violations.

11. **Privacy; Monitoring the Service.** iGo is under no obligation to monitor the Service, but iGo may do so from time to time. iGo reserves the right to install, manage and operate one or more software, monitoring or other solutions designed to assist us in identifying and/or tracking activities that we consider to be illegal or violations of these Terms and Policies, including but not limited to any of the activities described in this Agreement. We may, but are not obligated to, in our sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information (including but not limited to emails and voicemails) that we consider to be actual or potential violations of the restrictions set forth in these Terms, including but not limited to those activities described in this Agreement and any other activities that may subject iGo or its customers to harm or liability. iGo, its affiliates, and their agents and suppliers disclaim any and all liability for any failure on its part to prevent such materials or information from being transmitted over the Service, the Equipment and/or into or through your equipment. You agree that iGo may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, legal process or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect iGo's property or legal interests and those of its subscribers, and others or to ensure your compliance with the Agreement. For additional information, please see iGo's Privacy Policy at [www.iGoTechnology.com](http://www.iGoTechnology.com).

12. **Loss of Service Due to Power Failure.** You acknowledge that the Service does not function in the event of power failure. A power failure or disruption may require you to reset or reconfigure your Equipment prior to utilizing the Service. Should iGo's equipment need to be reset or reconfigured, a technician may need to be dispatched.

13. **Copyright/Trademark/Firmware/Software.** The Service and Equipment and any firmware or software used to provide the Service, or embedded in the Equipment, or used in connection with the Service, and all Service, information, documents and materials delivered to you by iGo or located on iGo's website are protected by trademark, copyright and other intellectual property laws and international treaties. All names, service marks, trademarks, trade names, logos and domain names (collectively

"Marks") of iGo are and will remain the exclusive property of iGo and nothing in the Agreement grants you the right or license to use any of such Marks. You acknowledge that you are not given any license to use any firmware or software under this Agreement. You agree that the Equipment is exclusively for use in connection with the Service. You will not use the Service except by means of the Equipment. If you decide to use the Service using equipment not provided by iGo, you represent and warrant that you possess all required rights, including software and/or firmware licenses, to use that equipment with the Service.

14. Theft of Equipment or Service. You agree to notify iGo immediately, in writing or by calling the iGo customer support line, if the Equipment is stolen or if you become aware at any time that the Service is being stolen or fraudulently used.

15. Termination/Discontinuance of Service.

(a) iGo reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, either in whole or in part, at any time in its sole discretion. If iGo discontinues providing the Service generally, or terminates your Service in its discretion (i.e., for a reason other than your or your Users' breach of this Agreement or your or your Users' improper use of the Service), you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of the Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, any violation set forth in this Agreement including any attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any Policy of iGo or of a third party provider to which iGo is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges set forth in these Terms, all of which immediately become due and payable. iGo may, but is not required to, reactivate your Service after Service has been suspended or terminated in accordance with this subsection. BEFORE SERVICE MAY BE REACTIVATED, YOU MUST PAY TO iGo ALL PAST DUE AMOUNTS AND LATE PAYMENT FEES PLUS A REACTIVATION CHARGE OF \$25.00 PER ACCOUNT. iGo may modify the terms of Service before reactivating your Service and may require you to provide us with a deposit.

(b) Upon termination of service you must contact iGo and arrange for equipment to be collected from your property. (i.e. ONT's, antennas, POE units and Power Supply Units). Should you fail to contact iGo and we are unable to collect our equipment, you will be billed retail cost of the equipment. iGo STRESSES REVIEWING THIS POLICY BEFORE TERMINATING YOUR SERVICE. MANY CUSTOMERS HAVE FAILED TO MAKE ARRANGEMENT TO HAVE INSIDE EQUIPMENT (SUCH AS ANTENNAS, POE UNITS, and POWER SUPPLY UNITS) COLLECTED. IN SOME CASES THE iGo RADIO MAY BE LOCATED INSIDE AS WELL.

Agreement (including charges incurred after a bankruptcy filing), which charges will be immediately due and payable. If you receive other services from iGo, such as wireless broadband or other services, you must pay your bill in full for such services or your Service will be disconnected as well as any other services you had subscribed to from iGo. If Service is suspended or cancelled for a failure to pay, you will lose all functions of the Service. We have the right to discontinue Service and/or terminate the Agreement without prior notice if you default under the Agreement. iGo may, but is not required to, reactivate your Service after Service has been suspended or terminated. Before Service may be reactivated, you must pay to iGo all past due amounts and late payment fees plus a reactivation charge per account and applicable taxes. iGo may modify the terms of Service before reactivating your Service and may require you to provide us with a deposit.

#### 16. DISCLAIMER OF WARRANTIES AND DAMAGES.

THE SERVICE AND EQUIPMENT ARE EACH PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND iGo, ITS AFFILIATES, AND THEIR AGENTS AND SUPPLIERS DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AND THERE ARE NO CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INTERFERENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY, VIRUSES, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, iGo, ITS AFFILIATES, AND THEIR AGENTS AND SUPPLIERS ALSO DISCLAIM ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR AGAINST INFRINGEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS, WRITTEN OR ELECTRONIC, OR BY ANY iGo EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY iGo. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ~~ANY SUCH STATEMENTS~~ ~~OR~~ ~~THEIR~~ ~~AGENTS~~ ~~OR~~ ~~SUPPLIERS~~ ~~WARRANT~~ ~~THAT~~ ~~THE~~ ~~EQUIPMENT~~ ~~OR~~ ~~SERVICE~~ ~~WILL~~ ~~MEET~~ ~~YOUR~~ ~~REQUIREMENTS~~, BE UNINTERRUPTED, WITHOUT DELAY OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING, INTERFERING OR DESTRUCTIVE PROPERTIES. WITHOUT LIMITING THE FOREGOING, THE QUALITY OF THE SERVICE MAY BE AFFECTED BY CONDITIONS WITHIN OR BEYOND OUR CONTROL, INCLUDING ATMOSPHERIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS, OVERALL NETWORK USAGE LEVELS, NETWORK SIGNAL QUALITY, USER AND THIRD PARTY EQUIPMENT PERFORMANCE, INCLUDING YOUR EQUIPMENT, INTERNET TRAFFIC LEVELS, AND OTHER FACTORS. WITHOUT LIMITING THE FOREGOING, iGo WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OUTSIDE iGo Clear's REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY FLOOD, FIRE, ACCIDENT, EMBARGO OR OTHER GOVERNMENTAL ACT OR DIRECTIVE, ABSENCE OF GOVERNMENTAL APPROVAL OR CONSENT, MATERIAL CHANGES IN APPLICABLE LAW OR REGULATION, OR DECREE OF ANY COURT, DELAY OR DEFECT IN DELIVERY BY SUPPLIERS, TRANSPORTATION DELAY OR UNAVAILABILITY, RIOT, WAR, ACT OF TERRORISM OR OF THE PUBLIC ENEMY, POWER OUTAGE, LABOR DISPUTE OR SHORTAGE, THIRD PARTY NETWORK PROBLEMS, ACTS OR OMISSIONS OF UNDERLYING CARRIERS OR OTHER THIRD PARTIES, OR ACTS OF GOD.

(C) SERVICE IS ONLY AVAILABLE WITHIN THE COVERAGE AREA OF THE iGo NETWORK, WHICH IS SUBJECT TO CHANGE WITHOUT NOTICE. YOU ACKNOWLEDGE THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, EQUIPMENT MODIFICATIONS OR UPGRADES, AND FOR OTHER REASONS WITHIN AND WITHOUT THE DIRECT CONTROL OF iGo. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING GAME MEANS EXTERNAL TO THE SERVICE FOR THE RECONSTRUCTION OF ANY LOST DATA OR FILES. iGo CANNOT AND DOES NOT GUARANTEE THE SECURITY OR INTEGRITY OF DATA TRANSMISSION OR STORAGE, PRIVACY, OR THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE DETECTED OR REMEDIATED BY THE SERVICE AND/OR EQUIPMENT.

17. Signing Authority; Authorized User. You acknowledge that you are of legal age, have reviewed a copy of the Agreement and have read and clearly understand the terms of the Agreement and, if activating on behalf of a corporation or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person you authorize to access your account, or to use the Equipment and the Service.

18. Entire Agreement/Severability. This Agreement and the Terms of your Service Plan, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and Equipment and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

19. ARBITRATION; CHOICE OF LAW; STATUTE OF LIMITATIONS; JURY WAIVER. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF VIRGINIA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THE AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO iGo UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT. THE SOLE PLACE FOR ARBITRATION WILL BE BUCHANAN COUNTY, VIRGINIA, UNLESS THAT LOCATION IS PROHIBITED BY LAW, IN WHICH CASE THE ARBITRATOR WILL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, YOU AND iGo WILL EACH BEAR THEIR OWN EXPENSES, INCLUDING ATTORNEYS' FEES, EXCEPT THAT PAYMENT OF THE FEES AND EXPENSES OF THE ARBITRATOR WILL BE GOVERNED BY THE RULES OF THE AAA. THIS DUTY TO ARBITRATE AND THE PROVISIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO RIGHT OR BASIS FOR CONSOLIDATION, CLASS TREATMENT OR CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY (SUCH AS A PRIVATE ATTORNEY GENERAL) OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY iGo.



THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND iGo AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THE AGREEMENT WILL PREVENT iGo FROM SEEKING CONSERVATORY, PROTECTIVE OR INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY COURT OF COMPETENT JURISDICTION.

#### **NOTIFICATION OF CHANGES TO THIS POLICY**

**iGo Technology, Inc. reserves the right to modify this Notice at any time. If we change our CPNI Policy, we will post those changes on <http://www.igotechnology.com>. If you find the changes unacceptable, you have the right to cancel your Services. If you continue to use your Services after receiving notice of such changes, we will consider that as your acceptance of the changes.**

**Notice and Policy Effective 3/1/2019**