Within this agreement, "We", "Us" and "Our" refers to Peoples Utility and/or its company divisions. "You" and "Your" refers to the subscriber and customer identified on the reverse of this sales invoice.
We reserve the right to modify these terms and conditions at our discretion without prior notification. We may likewise change product availabilities, pricing, rates and fees without notice.

BILLING

Bill Cycle: Each month when you pay your bill, you will be paying for one month of service in advance. You should expect your bill in the mail approximately two weeks before each new billing cycle and payment is due by the first day of the cycle. Based on the date of activation, your account is assigned to a specific billing cycle. Be aware that your billing cycle (indicated on reverse) cannot be changed.

YOUR FIRST BILL WILL BE MORE THAN THE USUAL AMOUNT! DON'T PANIC – THERE'S AN EXPLANATION FOR THIS.

First Bill: Your first bill will be mailed out shortly some or all of your services become active. This bill will include your first full month of service in advance, but it will also include a prorated amount for service between service activation date and the start of the next billing cycle. Also, if there are any activation fees that were not paid up front, they will be added to your first bill as well. All of these items combined can make your first bill much more than usual, so you must be sure to PLAN FOR THIS FIRST BILL. If you are an existing customer who is adding new services to your account (combined billing), remember that in order to combine your services, a prorate/derate adjustment for your current service will also be applied to your first bill. This adjustment is necessary in order to migrate your existing service onto the new billing cycle that was assigned with the service you activated with this invoice.

Standard Charges: After the first bill, you can expect your future bills to be roughly the same amount each month (see "Total Monthly MRC" amounts on reverse) plus standard taxes and government fees, UNLESS you incur extra charges – charges for overage (going over your allotted plan minutes), late payment fees, service charges, Restore Fees and usage of non-included features ultimately depend on you.

TERMS

Term Length: For all services, you agree to maintain your service account in good standing for a continuous period of the term specified on your sales order, beginning with the date of this agreement.

Penalty: Wireless services carry an initial trial period of 14 days, after which you will be charged an Early Disconnection Penalty ("EDP") fee of $150 if you cancel your service or allow it to become disconnected for non-payment before the term completion date. You are encouraged to test the usage of your new wireless phone and the range of the coverage available to you within the initial 14 days of service (trial period) in order to be sure your expectations of this service will be satisfied. The EDP fee may be waived ONLY during the trial period. For INTERNET services, you will be charged an EDP fee of $350 per line of service that you cancel or allow to become disconnected for non-payment before the term completion date. For VOIP services, customer will be billed for the remainder of the monthly recurring service charges as specified on the sales order for the remaining unfulfilled time of service.

Limitations: We require that customers activating wireless service carry NO existing account balance at the time of activation. Likewise any customer who wishes to reestablish disconnected service (of any type) must first pay down all delinquent balance(s) including any applicable late payment fees and EDP fees. The activation fee applies to ALL service activations whether new or reestablished. If you activate multiple lines of service (wireless and/or INTERNET) on the same account, each line will carry its own specific term completion date based on the date of activation. Each line of service is numbered in the order it is activated, beginning with 1 (the primary line of the account). In the event that any line of a multi-line account is disconnected, subsequently numbered lines are moved down in number but retain their original term completion dates. Any line that assumes the primary position will also assume the rate plan of the previous primary line (or equivalently priced rate plan, in the event of discontinuation). Such a change in plan, however, will not reset the term completion date.

Equipment: For wireless and/or INTERNET services, you agree to the safekeeping of your equipment (INTERNET equipment and/or cellular phone) in accordance with the manufacturer's recommendations. You are responsible for ensuring that other individuals who may use this equipment do not abuse it or its corresponding service. This is especially important in regards to use by children or minors and for potentially costly usage such as plan overage, dialing toll numbers and directory assistance. All usage records are accurately and securely recorded in the computer system, so we will not issue credit for any usage that you may disclaim. For INTERNET and local telephone services, we will provide live signal (internet bandwidth and/or telephone dial tone) to the demarcation point ("D-Mark") of the service location – this is typically a Network Interface Device ("NID") or other type of junction box on or near your premises. You are solely responsible for setup, maintenance and repair of any wiring and equipment needed beyond the D-Mark. We may provide a referral to a preferred third party contractor for any services needed beyond the D-Mark, however, the expense and risk of such service remains your full responsibility. In the event of an apparent problem with your service, you agree to contact our Customer Service department first to determine the nature of the problem and the most appropriate solutions. For VOIP services, You are responsible for operating and maintaining all equipment that creates a connection to our voice and/or data network. We assume no liability nor do we guarantee any level of service performance of any equipment connecting to our voice and/or data network(s).

Non-Service: In the event your wireless phone becomes lost or stolen, you agree to notify us promptly to request a temporary suspension of service, which can help prevent or halt unauthorized usage on your account. No credit is issued for temporary suspension of service, regardless of whether it is requested by you or results from collection measures on our part. We may change this agreement at any time with notice, however, changes are effective on the same date we release such notice unless specified otherwise within the text of the notice itself. Except for fluctuations in taxes and/or government and other universal charges, if a change that we make to this agreement should have an adverse effect on the benefits that you are accustomed to receiving from your service, you may reserve the right to cancel service within 30 days of such notice without incurring any EDP fees – all other charges and fees, however, would still apply. In the event that Our Voice and/or Data experience any type of service outage, You are entitled to a pro-rated service credit for each 24 consecutive hour period that the interruption exists starting with the time frame in which You bring such interruption to Our attention. We are not responsible nor liable for any other monetary or non-monetary compensation for any outage or interruption of service on our voice and/or data network beyond this provision. Service outage that is caused by or determined to be caused by Your equipment is not entitled to any monetary or non-monetary compensation.

SERVICE PROVISIONS

Qualification: To qualify for service, we require a basic check on your credit and proof of identity. Customers with poor or limited credit may be required to establish service on AutoPay (automatic monthly payment authorization to a credit or debit card) and/or make an advance payment on your account of your estimated first bill. Any account opened in the name of a business will require a personal guarantee from an individual representing that company. An individual representing that company can be a director, office or manager of the company, but is not limited to such. This personal guarantee will hold that individual responsible should the company default on any charges due from You to Us. The personal guarantee will remain in effect until the account is terminated and paid in full or until a new personal guarantee is received from another individual on behalf of the company.

Activation Fee: An activation fee is collected for each line of service activated. This fee is non-refundable.

Account Cards: You assume full responsibility and liability for the use of any Peoples Utility authorization code identification and/or travel cards issued. You also agree to notify us immediately in the event an authorization code identification card is lost. All charges and fees are billed at the rate published in the Peoples Utility Customer Rate Tables at the time said charges and fees are incurred.

Service Changes: Except by your explicit request, we maintain a PIC (Presubscribed Interexchange Carrier) freeze and LSR (Local Service Request) freeze on all access lines under your account. These measures basically prevent any third party from initiating unauthorized changes in your service. Requests to remove such freezes will not be honored unless originated directly from you to us. Any changes made to your account must be made by the account holder or any person(s) you have authorized. We reserve the right to request any form of verification we feel is necessary before making any changes requested on your account. If you request a change in your service (rate plan and/or features), changes will not take effect until the next billing cycle and a Service Change fee of $10 will also be applied to your account.

Termination of Service: We reserve the right to terminate your service at any time for failure on your part to pay your balance or if mandated by court authorities. However, you are still required to pay all applicable charges, including the EDP fee, even if we terminate your service with just cause. Regardless of which party initiates an order to terminate your service, any unused airtime up to the end of the active billing cycle is not prorated for credit; it is non-refundable. Monthly Recurring Charges are NOT pro-rated out of service for any of our products. To avoid paying for services that will not be used, we recommend coordinating a disconnection of services that is outside the terms of your service agreement and on a date that is the end of your billing period.

Restrictions: International calling is not permitted from our Voice and/or data Network unless guaranteed beforehand with a valid credit card. 1-900 dialing is restricted without exception.

Acceptable Use: You agree not to use your service for any fraudulent or otherwise unlawful purpose. Furthermore you agree to take all reasonable steps to ensure that other individuals whom you permit to use your service adhere to these regulations as well. You may not resell or lease your service to any third party. **Residential Use:** Our local telephone long distance service plans are for residential voice use only and provide Unlimited OR packaged interstate and long distance calls. Calls made within your same state as the originating number are considered intrastate calls and are billed at an additional rate as specified in the terms of service guide, and those calls are not included in any package or bundle. Applicable to any service, certain excessive uses or calling patterns may be considered evidence of abuse or disallowed commercial or data usage and may result in termination of the service and/or assessment of a fee. Use of residential service for commercial use is prohibited and may result in termination of service. We may periodically review the usage and calling patterns on your account at our discretion. Unacceptable use may result in termination of your service without refund or the possibility of renewal. By selecting our service plans, you agree to use the service in accordance with this Acceptable Use Policy (and other terms and conditions) and to indemnify and hold Peoples Utility harmless from any claims resulting from use or misuse of its products and services. The following are prohibited uses of residential service plans that may result in termination of service: Excessive use for dialing POP dial-up numbers for Internet access; Calling patterns and usage that considerably exceed what is considered usual and normal for residential customers by industry standards; Calling usage that considerably exceeds your established history of usage; Use for any type of commercial business, commercial faxing, fax broadcasting, or fax blasting of any type; Use of auto-dialers or a predictive dialer; Use of phone chat rooms; Calls to 900 or 976 numbers; Data transmission or ISP connection; Use for medical transcription; Use for call back, call sell, or debit card services; Use for call centers or telemarketing; Any use not consistent with residential voice usage, or for which the service is not otherwise intended. If you have excessive combined interstate long distance usage in one month, your service plan may be evaluated for compliance with the Acceptable Use Policy. If evaluation results indicate a violation of this policy, you will be notified in writing that your service is at risk of termination. If possible, you may be presented with options to select alternative services with additional data/commercial usage fees in order to prevent subsequent violations. We do, however, reserve the right in the event of fraud or exigent circumstances, to terminate your service immediately without notice. **VOIP Use:** Unless otherwise specified on your sales order, VOIP services are restricted to 1000 outbound minutes of usage (MOU) from each line/seat within your Enterprise account and is aggregated across the entire Enterprise line/seat structure. Unless otherwise specified on your sales order, VOIP services have unlimited inbound MOU's for each line/seat within your Enterprise and is aggregated across the entire Enterprise line/seat structure. Unless otherwise specified on your sales order, the following are prohibited uses of residential service plans that may result in termination of service: Excessive use for dialing POP dial-up numbers for Internet access; Calling patterns and usage that considerably exceed what is considered usual and normal for residential customers by industry standards; Calling usage that considerably exceeds your established history of usage; Use for any type of commercial business, commercial faxing, fax broadcasting, or fax blasting of any type; Use of auto-dialers or a predictive dialer; Use of phone chat rooms; Calls to 900 or 976 numbers; Data transmission or ISP connection; Use for medical transcription; Use for call back, call sell, or debit card services; Use for call centers or telemarketing; Any use not consistent with residential voice usage, or for which the service is not otherwise intended. If you have excessive combined interstate long distance usage in one month, your service plan may be evaluated for compliance with the Acceptable Use Policy. If evaluation results indicate a violation of this policy, you will be notified in writing that your service is at risk of termination. If possible, you may be presented with options to select alternative services with additional data/commercial usage fees in order to prevent subsequent violations. We do, however, reserve the right in the event of fraud or exigent circumstances, to terminate your service immediately without notice.

E911 Service: An E911 Surcharge will appear on your bill for each unique physical location that connects to our Voice and/or Data network. It is your responsibility to inform us anytime you have a unique physical location connecting to our Voice and/or Data network to ensure proper E911 coverage. We assume no responsibility or liability for incorrect, invalid or missing information necessary for E911 services. Large Enterprise customers will multiple unique physical locations who do not wish to have E911 access must have a signed waiver on file with Peoples Utility and such waiver must conform with Federal, State & Local laws of each unique physical location.

PORTING NUMBERS

Timeframe: If you have requested an existing phone number to be transferred (or "ported") to your local telephone, VOIP or wireless service, it can take 1 to 30 days to complete. However, it may require a longer period depending on the circumstances. If your wait time on a port order extends beyond the date of service activation, you will NOT be issued a credit for those days without service.

Requisites: There may be a fee to port your telephone number(s) from another carrier to our Voice and/or data network. Any fee will be noted on your sales order and/or our published rate table(s). To facilitate porting your phone number, though, you should be sure that the following items are in order: Your number to be ported must be in the same local geographic area. Requests for porting numbers across area code boundaries or other geographic confines are likely to be denied. Your account with the current service provider must be in good standing. If you still owe a balance on the account for any reason, the provider has the right to deny your porting request until you fully resolve the status of your account. Do not cancel service with your current service provider. When you cancel service, your phone number is released back into general availability and can no longer be ported over. Do not make any service changes on your account. Most carriers will reject a port request when there is a pending order on the telephone number or the associated account. Just ensure that your account is in good standing and keep it active. Your previous service should be automatically cancelled upon completion of the porting order. Once we have confirmed that your ported telephone number is up and working on our Voice and/or Data network, you may call your previous provider to ensure their proper billing. This new service agreement does not supersede your responsibility to resolve any final payment that you may owe your current service provider. We are not responsible or liable for any charges, fees, and/or penalties you may incur from your previous service provider for porting a number off their network on your behalf. If you request us to cancel a port request prior to its completion, a service fee will be charged. If your port order has already completed and you request to go back to the previous carrier within 24 hours of the completed port a snapback fee of no less than $400.00 per number will be required. We DO NOT guarantee that the number can be ported back to the previous carrier. Snapback fees are subject to change without notice. If your port order has been completed for more than 24 hours, you must contact the previous carrier to arrange a port out from our Voice and/or Data network.

RATING

Allowances: Based on the rate plan you select, your data/airtime allowances (internet data downloads/uploads, local telephone long distance minutes and/or wireless anytime minutes) are reset on the date of billing; unused airtime is not carried forward. Airtime charges apply to all inbound and outbound calls, including local, toll-free, voicemail and emergency (9 1 1) numbers. Each bill is for the next month of service in advance plus any overage and/or unpaid charges that you owe in arrears. Billing MOU's are specified on your sales order and can change at any time without notice.

Special Call Rating: All calls are rated on 60-second increments, unless your Service Agreement specifies otherwise. Call rate tables are subject to change at anytime. Upon any change, you will be notified in writing and/or through your customer account portal.

Standard Taxes & Fees: For all services, the monthly recurring charge (MRC) shown on your quote and on other Peoples Utility documentation may not include taxes and other government charges typical to the industry. You are responsible to pay all federal, state, local or county taxes and surcharges as well as other surcharges for government programs such as number pooling and portability that result from usage of your service. If you are claiming tax exemption, you must request a tax exemption form and submit it to our Corporate Office in order to validate your tax-exempt status. Tax exemption may NOT be claimed retroactively.

COLLECTIONS

Payment Due Date: Remember your payment due date. It will be consistent each month and there is NO grace period. If you have not paid your balance in full by the due date, you will incur a late charge of 10% of your unpaid balance on the following day (this is a finance charge for which a MINIMUM of $10 applies).

Changes & Disputes: If you ever change or cancel your service, our billing system will automatically prorate an adjustment to your account, but you may not see the adjustment on your very next bill. If an adjustment is made on or around the closing date of your billing cycle, you will likely not see it applied to your account until the second bill afterward. In any case, though, you are responsible for keeping your account balance paid in full each month or you will risk incurring late fees and service disconnection. Any dispute of charges on your bill must be brought to our attention by calling or writing us within 30 days of the date the bill is sent to you. Disputed charges will not be accepted after 30 days from the due date of the invoice/statement in which they appear. Disputed charges must be paid for while an investigation is in progress. If a credit is due, it will appear on the next invoice after the date in which the credit is issued. If services are interrupted for non-payment while an investigation on disputed charges is open, you will be required to pay disputed charges in order to have your services restored as is specified in the Service Suspensions section of this agreement. You agree to all charges that you do not dispute within this timeframe.

Service Suspensions: Regardless of the billing option you have chosen, we reserve the right to suspend any and all of the services in your name in the event that one or more of your accounts becomes delinquent or at any time that your usage exceeds the amount included for your rate plan (overage). The latter type of service suspension is deemed preventative, and you may be afforded a leniency on this policy if you have maintained your account with a good payment history. If a decision is made to suspend your services, you will be notified by mail with 48-hours notice during which time you can bring your account current and effectively cancel the suspend order. Any delay or omission on our part to exercise such options may not be deemed a waiver of our right to exercise such options. In the event your service becomes suspended for non-payment, you must pay a $35 Restore Fee for each line of service and/or a $35 Restore Fee for each internet, residential, or VOIP line of service to be restored. In the event of preventative service suspension, no Restore Fee will apply, but you must make an advance payment on your account for the amount of overage you are projected to incur before your service can be restored. Advance payment projections are typically rounded up in $10 increments.

Collection Efforts: We also reserve the right to utilize other means of contacting you in an effort to collect any overdue balance. Besides direct mail, such means may also include e-mail, text messages or phone calls made to other phone numbers under your name. Phone calls may be placed in person or by our automated notification system, which plays a recorded message indicating the need for a response from you in regards to your account. We will generally avoid contacting you on your wireless number, however, we may ultimately do so if other methods fail to elicit a proper response from you in regards to an impending service suspension or collection attempt. Calls that we make to you and/or text messages that we send to you in such efforts will still count against the normal usage allowances of your rate plan. Returned checks and/or ACH withdrawals are subject to a fee of $35.00 or more as provided by Nevada State Law (NRS 205.130). We reserve the right to electronically debit your bank account for the face value of a returned check and/or ACH transaction.

RETURNS

Stipulations: If you decide to return any equipment that you have purchased from us and cancel service, you may do so only under the following conditions: INTERNET equipment must be returned within 7 days of purchase. Wireless phones must be returned within 14 days of purchase. All equipment must be returned with original packing materials, literature and accessories. Wireless phones must have no more than 30 minutes of usage on the internal timer. The activation fee, any non-included usage as well as remaining data/airtime within the effective billing cycle are non-refundable. The return of any equipment is subject to a $40 restocking fee. You will be refunded only for the price you paid for the equipment LESS any applicable expenses described above. For INTERNET equipment, if the original purchase price included any prepaid months of service, the refund amount will be decreased for said months of service at a rate of no less than $49.95 per month. Refunds are NOT issued by cash or check; they are issued in the form of account credit only.

Penalties: Beyond 7 days of this receipt, you may still discontinue your INTERNET service, but the INTERNET equipment cannot be accepted for return and the EDP fee of $350 would apply. Beyond 14 days of this receipt and/or with more than 30 minutes of usage on your wireless phone, you may still discontinue your wireless service, but the phone cannot be accepted for return and the EDP fee of $150 would apply.

Warranties: If you need to return your equipment for reason of manufacturer defect, you may return it for exchange with an identical model (or similar model, if discontinued) within 30 days of this receipt (90 days for refurbished INTERNET equipment). If you request a credit for lack of service, the following conditions apply: The lack of service must directly result from a manufacturer defect in the equipment and our system must verify that you have not used any data/airtime during the period in question (other than connection attempts). Note: Lack of service due to equipment defect is differentiated from temporary service interruption due to network outages. See the "Coverage" section for separate stipulations on the latter. Any approved credit for lack of service is restricted to a maximum of 48 hours prorated per occurrence. Beyond 30 days of this receipt, you must contact the manufacturer directly for replacement or repair of defective equipment or components. Refer to your user guide for manufacturer contact information.

UNDER NO CONDITIONS CAN DAMAGED EQUIPMENT BE ACCEPTED FOR RETURN OR EXCHANGE.

Damaged Equipment: You are responsible for the safekeeping of your equipment. If you allow it to become damaged, you must purchase a replacement unit at full retail price.

COVERAGE

Internet: Download/upload speeds will always vary depending on network usage at the time of connection. In the event of a temporary service interruption, you are entitled to a prorated adjustment of the monthly service charge for any interruption lasting in excess of 24 consecutive hours after said interruption is brought to our attention.

Wireless: The features of your wireless phone are described in detail in your user guide (included in the phone box). Be aware that you may not be able to use ALL of the capabilities of your phone if they are not supported on our network and/or included in the rate plan you have selected. The features of our network and of your selected rate plan are identified on your sales receipt. All plans include roaming at no extra charge, but only within the Nationwide Network. International calling is not available on our system at this time.

SERVICE FEATURES

Costs & Inclusions: Standard features for wireless service include Nationwide Coverage, Voicemail, Caller ID, 3-Way Calling, Call Waiting, Call Forwarding, Directory Assistance (411) and Nationwide Long Distance. For all other services, additional features are shown on your invoice at the time of activation. Most features are built into your rate plan at no extra charge, but some items may carry a per usage fee (for example, Call Forwarding costs 20¢ per minute and Directory Assistance (411) calls cost up to $2.49 each). If you request the addition or removal of any feature, a one-time $10 Service Change fee may apply and changes will not typically take effect until the start of the next upcoming bill cycle.

DISCLAIMER

We make no representations, warranties, guarantees or other promises of uninterrupted service. We cannot be held responsible for gaps in coverage, dropped calls or other interruptions or delays, as the quality of any given call may be subject to conditions beyond our control, such as network trouble, repairs, structures in your vicinity, geographic features and natural environmental events ("acts of God"). As we are not the manufacturers of your INTERNET modem/router, wireless phone or other telephone and/or data devices, we cannot be held responsible for any defects thereof or for the accuracy of its supporting documentation. In the unlikely event that a particular piece of equipment that you have purchased from us may bear a manufacturing defect, we will exchange it for you within 30 days of purchase. After this period, however, you may rely only on the warranties made directly from the manufacturer to you, as the consumer. You do not have any rights to your telephone number(s), e-mail address(es) or other identifying service information except as afforded by law. You agree that we cannot be held liable for any incidental, consequential, punitive or other damages of any kind that may be construed as in any way related to our services, phones or other equipment used in connection with our services, including, without limitation, lost profits, loss of business, or cost of replacement products and services. You agree that in the event of arbitration or litigation, the prevailing party is entitled to all costs of collecting damages in addition to damages awarded, including reasonable attorney's fees, collection agency fees and court costs. You furthermore agree that in the event we are found responsible to you for any monetary award, that such award may not exceed your total MRC as prorated for the effective time period. If signing this agreement on behalf of an entity, you represent that you are a duly authorized representative of said entity and that you have submitted this agreement in the capacity indicated. If representing a corporation, you acknowledge that the execution of this document has been authorized by all necessary corporate action. This page constitutes the entire Agreement and may not be modified except as written and signed by both parties. You may not assign this Agreement to any other person except by written consent of Peoples Utility. The laws of the State of Nevada shall govern this Agreement.