

# User Guide

cellularsouth.com  
1-877-CSOUTH1 (276-8841)



Your wireless number is:





# Frequently Asked Questions

**As a new customer, you may have questions about your wireless service. Here are answers to some of the most frequently asked questions we get.**

## **How often does Cellular South add new cell sites to improve my coverage?**

All the time! We're constantly adding new cell sites throughout our service area to improve your wireless coverage and call clarity. We've invested millions in our wireless network and we're not done yet. This year, we're continuing to enhance our network with new cell sites, not just in metropolitan areas but also in rural, less populated areas often not served by other carriers. Why do we do it? To be the network you can count on in any situation.

## **What is the Primary Area?**

It's the primary area in which you live, work and play, and you might have heard it previously referred to as the Cellular South network or as your local or home area. It's the area where you can make and receive calls for little or no additional charges. Primary Area calls are defined as **originating** in and surrounding Memphis/nearby West TN; West Memphis, AR; in and surrounding Mobile, AL; Pensacola and Seaside, FL; and in MS, and to calls **terminating** in MS, generally in and surrounding Memphis/nearby West TN, and West Memphis, AR; and the following counties: Mobile and Baldwin, in AL; Escambia, Santa Rosa, Okaloosa and Walton, in FL.

For more information about the Primary Area for your plan, please refer to the plan information and coverage map available for review in our retail locations or at [cellularsouth.com](http://cellularsouth.com).

## **What is the Nationwide Area?**

The Nationwide Area is defined as areas outside the Primary Area, but inside the United States, Puerto Rico or the U.S. Virgin Islands.

For more information about the Nationwide Area for your plan, please refer to the plan information and coverage map available for review in our retail locations or at [cellularsouth.com](http://cellularsouth.com).

## **Can I use my phone nationwide?**

Yes! We've partnered with the strongest networks in other parts of the country to give you the best-of-the-best networks when you travel. So, you don't get just one carrier's nationwide network, you get the best of them all. Please refer to the coverage map available in our retail stores or at [cellularsouth.com](http://cellularsouth.com).

## **Do I pay for outgoing or incoming calls?**

It depends on your calling plan. On plans without Unlimited Calls, airtime is billed whether you are placing or receiving calls.

## **Where can I use my plan's included minutes?**

The minutes included in your plan depend on the calling plan itself. On some plans, all calls made or received outside the Primary Area will be charged at a pre-determined per-minute rate. On some plans, all calls made or received are included. Please refer to the plan information available in our retail stores or at [cellularsouth.com](http://cellularsouth.com).

## **When am I using airtime?**

You use airtime while using your wireless phone, whether placing or receiving a call, conferenced forwarded on another call, placed on hold, or retrieving voice mail from your wireless phone. Call Forwarding uses airtime minutes for both the number the call is forwarded from and the number the call is forwarded to. Your chosen plan determines how many included airtime minutes you have each month. For your convenience, we offer several voice and data plans featuring unlimited airtime minutes. Unused airtime minutes do not roll over to the next month. Delays in reporting and billing airtime may occur due to delays in notifications from other carriers. Delayed airtime charges, if any, will be applied upon receipt to the then current month's bill.

Plan documentation available online at [cellularsouth.com](http://cellularsouth.com) or in a Cellular South retail location will explain your chosen plan in more detail. Some features like Unlimited Nationwide Text Messaging do not use airtime.

## **When am I charged for long distance?**

Long distance charges occur when calls are made to locations outside your Primary Area or when traveling outside your Primary Area and they are in addition to your monthly access charges. Long distance charges may differ depending on when and where you call. Refer to plan information available in our retail stores or at [cellularsouth.com](http://cellularsouth.com). No roaming or long distance charges apply on calls made from the Primary Area to the Primary Area.

Some customers avoid long distance fees completely by subscribing to one of our plans featuring unlimited long distance or by adding the Nationwide Long Distance Minutes feature. It provides nationwide long distance minutes each month for calls from your Primary Area to anywhere in the U.S., Puerto Rico and U.S. Virgin Islands.

## **When am I roaming?**

Roaming charges apply when using your wireless phone outside your Primary Area. You are able to use your phone nationwide because of special agreements between Cellular South and other wireless carriers — just like when their customers use our wireless network. The roaming indicator referenced in your wireless phone's equipment manual will display on your handset when you are roaming.

Roaming charges, if incurred, are in addition to your monthly access charges. There are no additional long distance charges associated with calls placed while roaming. Delays in reporting airtime charges may occur due to delays in notification from other carriers. Due to these delays, charges may appear on your bill up to 60 days after the date they are incurred.

### When is my bill due?

A Cellular South representative can fill in the blanks with your specific billing information.

My billing cycle is from the \_\_\_\_\_ to the \_\_\_\_\_ of each month.

I will receive my bill on or around the \_\_\_\_\_ of each month.

My bill is due on the \_\_\_\_\_ of each month.

### What is the monthly access fee and when is it charged?

Monthly access is the fixed amount you pay each month for your voice or data plan and it is charged one month in advance. When activation occurs during a billing cycle, monthly access charges will be prorated. For calculating the prorated amount, the monthly access charges for plans and features is divided by the number of days remaining in the billing cycle, plus any applicable taxes or fees. This means that you would see charges for part of one month and the total monthly charges for the next month on your first bill. Your monthly access fee will stay the same each month unless you add or remove plan features like Voice Mail, Unlimited Nationwide Text Messaging, Conference Calling, etc.

### Can you tell me more about the taxes and fees on my bill?

State and local/municipal taxes, as well as other surcharges applicable to wireless phone service will be billed in addition to monthly access, airtime, roaming and long distance charges. For a description of charges refer to the Important Information section located at the end of this Guide. Also refer to the Sample Bill for an example of how the taxes and fees will be displayed on your bill.

### Why don't some of my long distance calls or calls made while roaming appear on my next bill?

Here's the technical answer: Delays in reporting and billing airtime may occur due to delays in notifications from other carriers. Delayed airtime charges, if any, will be applied upon receipt to the then current month's bill.

This one might be easier to understand: When you're outside the Primary Area, you are "roaming" on other wireless carriers' networks. We rely on other carriers to provide a record of charges for calls you make while on their networks. Because of this, charges may appear on your bill up to 60 days after the date you actually made the call.

### How do I check my balance and airtime usage or change my plan?

It couldn't be any easier. You can manage your account online, on your wireless phone or by calling our automated phone system.

### Online at [cellularsouth.com](http://cellularsouth.com)

From our home page, click on **My Account** to access our secure account management system. If you're a new user, registering is easy and only takes about 30 seconds. After

that, you'll be able to access your Cellular South account any time, day or night to:

- View and pay your bill
- Check your usage including your minutes used and remaining\*
- Change your plan and features
- Update your mailing and e-mail addresses

### On your phone

Unlimited Nationwide Text Messaging subscribers can access their account information on demand with their wireless handset. Simply type the text message **Minutes** and send it to **INFO** (4636) and receive information on your:

- Current balance
- Last payment amount and date
- Estimated minutes used and remaining\*
- Date and time of the last call placed or received

Text messaging instructions can differ by phone, so check out your equipment manual if you have any questions.

### Customer Care

Call 1.877.CSOUTH1 (1.877.276.8841) or \*611 from your wireless phone and access our 24-hour automated phone system to:

- Hear your balance
- Pay your bill
- Check your usage including your minutes used and remaining\*
- Change your plan and features

\*Please note that delays in reporting and billing airtime may occur due to delays in notifications from other carriers. Delayed airtime charges, if any, will be applied upon receipt to the then current month's bill. All usage reported is an approximation of your total usage.

### How quickly are payments made online or over the phone posted to my account?

Credit and debit card payments are processed and posted to your account immediately. Electronic check payments are verified and posted to your account immediately. The funds for an electronic check payment are debited from your bank account within one to three business days.

### Where can I get questions answered about my phone?

See the **Know Your Phone** section of [cellularsouth.com](http://cellularsouth.com).

### How do I place a call?

There are many different phone models available and the features can differ greatly on each. To place a call, you may choose SEND, TALK, YES, a soft key or navigation key depending on your phone. Please refer to your phone's equipment manual for complete instructions.

1. Press the Power Key to turn on your phone. (You will not hear a dial tone.)

2. If your phone is locked, enter the unlock code or select “unlock.”
3. Enter the desired number and press TALK or the appropriate key for placing a call.

A list of regional emergency numbers for Highway Patrols in the Southeast can be found on the back cover of this guide.

#### How do I answer an incoming call?

1. The phone must be powered on.
2. When you hear your ringtone, open the flip cover or press the appropriate key.
3. To terminate the call, simply press the appropriate key to end the call or close the phone’s flip cover.

Speaking of ringtones, if yours just doesn’t say enough about whom you really are visit [cellularsouth.com](http://cellularsouth.com) and check out the Fun Features section to sample and download ringtones on compatible phones.

#### Can I have the same number on more than one phone?

No, Cellular South does not offer this option due to wireless fraud issues.

#### What do I do if my phone is lost or stolen?

If your phone is lost or stolen, call Cellular South Customer Care immediately at **1.877.CSOUTH1** (1.877.276.8841). We will reject all calls made from your phone once you report it lost or stolen. You may want to consider locking your phone when not in use. Any phone can be locked, just check out your phone’s equipment manual for instructions.

#### Is there a way to block my number from showing up on someone’s phone?

Yes, dial \*67 and then the 10-digit number each time you want to restrict your number from being displayed on the handset of the receiving party. “Call Restricted” or “Private Number” will display on the phone of the person you’re calling. Note that a record of the calling digits will be made by your provider and as a rule would be produced on a printed list of outgoing and incoming calls when requested by the receiving party. Also note that your call thus restricted using \*67 may be blocked from being completed by some parties you may seek to call and you may not be able to block your caller ID information in all areas or when calling all numbers (ex: some toll-free or emergency numbers).

#### What is Enhanced Directory Assistance?

In addition to directory assistance information, Enhanced Directory Assistance provides weather reports, sports scores, traffic information and more with every directory assistance call. In addition to the charge for using Enhanced Directory Assistance, standard airtime charges apply.

#### Can I make an international call?

Yes, but you must specifically request access to make international calls. Otherwise, access will be blocked at activation. Call **1.877.CSOUTH1** (1.877.276.8841) to request

access. A list of international calling rates is available at [cellularsouth.com](http://cellularsouth.com). Please note that when placing calls from your Primary Area to a location outside of the United States, Puerto Rico, or the U.S. Virgin Islands you will incur international long distance charges in addition to any applicable airtime charges.

#### Who should I contact for information on business or government sales?

Contact our **Corporate Support Team** at **1.877.CSOUTH2** (1.877.276.8842) or at [assistforbusiness@cellularsouth.com](mailto:assistforbusiness@cellularsouth.com). Our Corporate Support Team can assist with your commercial wireless needs including complimentary rate plan analyses, departmentalized billing and dedicated account support for accounts with five phones or more.

## Warranty and Return Information

Your wireless phone or device has a warranty that is provided by the manufacturer. This warranty does not cover abnormal use, exposure to moisture or dampness, misuse, neglect or abuse. The use of unapproved accessories causing damage may invalidate the warranty. Please refer to your equipment manual for specific terms and conditions and refer to the Equipment Damage section of this guide for examples of damage that void the manufacturer’s warranty.

#### Return and Exchange Policy

You can find our return and exchange policy printed on your purchase receipt.

#### Express Manufacturers’ Warranty Program

We hope you’ll never have a problem with your phone or device but if you do and the problem is covered under the manufacturer’s warranty, we’ve made it easy for you to submit a warranty claim for replacement equipment. These convenient and secure self-service options are available 24 hours a day, seven days a week meaning you’ll never have to wait in line.

Online or by phone, choose the method that works best for you.

#### Visit [cellularsouth.com](http://cellularsouth.com)

- Click on **My Account**
- Select the appropriate mobile number
- If the equipment is eligible for warranty replacement, you will see a section for **Warranty Information**
- Click the link under **Warranty Information** and complete the warranty process

#### Call **1-877-CSOUTH1 (1-877-276-8841)** - Processing Fees Apply

- Choose the option for assistance if you’re having problems with your equipment

- Enter the appropriate mobile number when prompted
- If your equipment is eligible for warranty replacement, you will be asked a short series of questions and guided through the warranty process

#### **Important information about the Express Manufacturers' Warranty Program**

- You must have had the equipment for less than one year
- Processing a warranty request at a Cellular South retail location or by calling 1-877-CSOUTH1 will result in a processing fee. Avoid this charge by using one of our convenient self-service options available at [cellularsouth.com](http://cellularsouth.com)
- Once submitted for warranty replacement, your original equipment will not be returned
- Repair or replacement fees, if applicable, charged to your Cellular South account could cause you to exceed your credit limit. To check the status of your account balance, visit [cellularsouth.com](http://cellularsouth.com) and click on **My Account** or dial \*611 from your phone to access our automated answer center
- Personal phonebooks stored in your device can be copied, but there are different methods for copying based on the type of device. Please refer to your owner's manual available online at [cellularsouth.com](http://cellularsouth.com) for device-specific step-by-step instructions

Please review the examples of equipment damage which void the manufacturers' warranty in the next section.

## **Equipment Damage**

The following are examples of equipment damage that void the manufacturer's warranty. They include, but are not limited to:

#### **Evident Physical Damage**

- Broken hinges on flip phones or devices
- Broken antennas
- Missing or stripped screws
- Pry marks on internal components
- Temperature (hot/cold) damage
- Exposure of inside components

#### **Cracked/Tampered LCD**

- Minor fracture or obvious crack to inside or outside of the device's display screen
- Ink underneath external protector of display screen
- Dirt or liquid underneath external protector

#### **Cracked/Scratched Case**

- Minor fracture
- Obvious crack
- Noticeable scratching or disfigurement of the plastic protecting internal components of the device

#### **Aftermarket Accessories**

Examples of aftermarket accessories that void the manufacturer's warranty include, but are not limited to, the addition, removal or change of a device's appearance using parts which were not created by the manufacturer and do not contain the manufacturer's name or logo. Examples of such changes include: faceplates, lights, keypads, flashing antennas, batteries, chargers, etc.

#### **Damaged System Connectors**

Including the charging port and data connector

- Broken or non-functioning connections on a device preventing data connection or charging

Talking on the device while it is plugged into the charger sometimes causes damage. Damage can also be caused by "aftermarket" chargers. Also, if there is a button to push when inserting or removing the charger/data connector, you must do so to prevent damage.

#### **Moisture/Substance Damage**

- Equipment has gotten wet or been exposed to some form of moisture resulting in the moisture damage strip or dot on the device turning pink or red
- Corrosion on the metal connectors on inside, bottom or outside of equipment
- Liquid/condensation inside the LCD screen
- Any foreign substance found inside the device or in open ports on the device

Sweat, water, drinks, rain, cosmetics and vehicle cup holders are some causes of moisture/substance damage, which may cause inconsistent equipment problems and are often delayed from time of exposure.

#### **Removal/Damage To Serial Number Sticker Or Moisture Strip/Dot**

- Damage or removal of the equipment's serial number information resulting in information becoming illegible
- Disintegration or removal of the Moisture Strip/Dot

To view photo examples of equipment damage not covered under warranty, please visit [cellularsouth.com/support/warrantyInfo.jsp](http://cellularsouth.com/support/warrantyInfo.jsp).

MPSC Utility ID # 0900

1 - Account Number: 0000000001  
2 - Billing Period: December 01 2007 through December 31 2007

www.cellularsouth.com

#BWNJSBR \*\*\*\*\*SINGLE-PIECE REG 1  
#CS0000000001CN9#

3 - Previous Amount Due 0.00  
4 - Payments 0.00  
5 - Adjustments 0.00  
6 - **Balance Forward \$ 0.00**

Thank you for paying your account promptly!  
Shop online at cellularsouth.com!

7 - Account Holder  
Account Address Line 1  
Account Address Line 2  
Account City,State Zip

8 - Subscriber charges 121.11  
9 - Taxes and other surcharges 13.40  
10 - **Current Month Charges \$ 134.51**  
Total Amount Due Due by 01/20/2008 \$ 134.51

11 - Terms: Account balances that are unpaid by 1/20/2008 will be assessed a late fee of \$7.00 and may result in suspended service.

IMPORTANT INFORMATION ABOUT YOUR SERVICE OR SPECIAL OFFERS CAN BE FOUND HERE.

RETURN ONLY THE BOTTOM PORTION WITH YOUR PAYMENT

Check Here for Change of Address:  (Please complete form on reverse side)

Account Number: 0000000001  
Billing Closing Date: December 31 2007

0000000001810000013451

Account Holder  
Please Make Check Payable To:  
Cellular South  
P O Box 519  
Meadville, MS 39653-0519

Please print your email address on the following line:  
\_\_\_\_\_@\_\_\_\_\_

Shop online at cellularsouth.com!

Total Amount Due by Jan 20 2008 \$ 134.51

Amount Enclosed \_\_\_\_\_

Please see reverse side for additional billing information.

**NOTE: Actual pricing or service descriptions may vary.**

- 1 Your Cellular South account number.
- 2 The date billing cycle began and ended. This will predate your purchase.
- 3 Total amount of prior statement.
- 4 Reflects total of payments made since your last statement.
- 5 Any debits or credits applied since your last billing statement.
- 6 Any remaining unpaid balance.
- 7 Account holder's mailing address.
- 8 Wireless charges on all phone numbers on an account.
- 9 Required taxes and fees.
- 10 Charges making up the Total Amount Due are depicted on additional pages of the bill.
- 11 Notification of date when a late fee will be applied for unpaid bills.
- 12 Change of address notification.
- 13 Enter your e-mail address to receive product updates and special offers.
- 14 Enter amount of payment.

Account Name: Account Holder Page 3

1 - **Account and Subscriber Summary**

Previous Balance	\$ 0.00
<b>Balance Forward</b>	<b>\$ 0.00</b>

**Current Month Account & Subscriber Charges**

601-000-0001 Subscriber Name 1	39.32
601-000-0002 Subscriber Name 2	95.19
<b>Total Current Month Charges</b>	<b>\$ 134.51</b>
<b>Total Amount</b>	<b>\$ 134.51</b>

Due by 01/20/2008

- 1 The Account and Subscriber Summary breaks out the total amount due for each mobile number on the account.

Account Name: Account Holder  
www.cellularsouth.com

1 - **Summary Charges: Subscriber Name 1 601-000-0001**

**Recurring Monthly Charges & Credits**

A - Nationwide Plus Family	59.99
B - Unlimited Nationwide Text Messaging	7.99
	<b>67.98</b>

**Pro-ration/Partial Month Charges & Credits**

C - Nationwide Plus Family Dec 26 - Dec 31	11.61
Unlimited Nationwide Text Messaging Dec 26 - Dec 31	1.55
	<b>13.16</b>

**Subscription Based Charges & One Time Charges & Credit**

D - Apps Activation Fee Dec 26	5.00
	<b>5.00</b>

**Tax Charges, Surcharges & Credits**

E - Lnp Cost Recovery Fee	0.07
State 911 Training Surcharge	0.05
State Sales Tax	6.16
State CMRS/911 Fee	1.00
Federal Universal Svc Fund	1.77
	<b>9.05</b>

**Total Current Month Charges \$ 95.19**

**Call Detail Usage Summary**

Home Area Airtime Usage	Usage Type	Minutes
Free Home Area Airtime	Included	19
Total Home Area Airtime Usage		19

Roaming Area Usage	Usage Type	Minutes
No roaming usage recorded		0
Total Roaming Area Airtime Usage		0

REFER TO PAGE 14 FOR DESCRIPTIONS.

NOTE: Actual pricing or service descriptions may vary.



<b>Account Number:</b>	000000001	
<b>Bill Closing Date:</b>	December 31 2007	Page: 4
<b>1 Summary Charges:</b>	<b>Subscriber Name 2</b>	<b>601-000-0002</b>
<b>Recurring Monthly Charges &amp; Credits</b>		
<b>A</b>	Nationwide Plus Family	59.99
	Less Multiple Phone Discount	-30.00 CR
		<b>29.99</b>
<b>Pro-ration/Partial Month Charges &amp; Credits</b>		
<b>B</b>	Nationwide Plus Family	Dec 27 - Dec 31 9.68
	Less Multiple Phone Discount	-4.84 CR
		<b>4.84</b>
<b>Tax Charges, Surcharges &amp; Credits</b>		
<b>E</b>	Lnp Cost Recovery Fee	0.07
	State 911 Training Surcharge	0.05
	State Sales Tax	2.51
	State CMRS/911 Fee	1.00
	Federal Universal Svc Fund	0.86
		<b>4.49</b>
	<b>Total Current Month Charges</b>	<b>\$ 39.32</b>
<b>Call Detail Usage Summary</b>		
<b>Home Area Airtime Usage</b>		
	<b>Usage Type</b>	<b>Minutes</b>
	Free Home Area Airtime	Included 31
	Total Home Area Airtime Usage	31
<b>Roaming Area Usage</b>		
	<b>Usage Type</b>	<b>Minutes</b>
	No roaming usage recorded	0
	Total Roaming Area Airtime Usage	0

**NOTE: Actual pricing or service descriptions may vary.**

- 1 Summary of charges for each mobile number. Recurring charges are billed for the next billing cycle.
  - A Monthly charges for this mobile number's calling plan. In this instance, both Subscriber 1 and Subscriber 2 are on the Nationwide Plus Family plan resulting in a 50% credit for one of the calling plan subscriptions. The credit is reflected on the next page.
  - B Any features associated with this mobile number including monthly charges and/or credits.
  - C Activating before a bill cycle closes results in partial charges for the first billing period.
  - D One-time activation fees for additional services.
  - E Required taxes and fees.
- 2 Summary of Home Area and Roaming airtime, usage, and charges, if any. Data and Directory Assistance charges, if incurred, are also listed here.

## Promotional Pricing and Replacement Equipment

We're able to provide our customers with promotional pricing on equipment when they sign a Promotional Offer Contract (POC). If you took advantage of this promotional pricing and your equipment becomes lost, stolen or damaged beyond the terms of the manufacturer's warranty during this contract period, replacement equipment may be purchased at regular retail price. See your Customer Service Agreement or Existing Customer Promotional Offer Contract for contract period, cancellation fee and terms.

### Wireless Phone Insurance from eSecuritel

Life doesn't always go as planned so prepare for the unexpected with **Wireless Phone Insurance from eSecuritel** for only \$4.95 per month. Wireless Phone Insurance from eSecuritel protects you if your phone is lost, stolen or accidentally damaged.

Wireless Phone Insurance from eSecuritel can be added when you purchase your new phone for immediate coverage or added to your existing phone at any time and coverage will be effective 60 days after your enrollment date. When you file a claim, a small deductible will be assessed based on the value of your phone. You can find out what your deductible is when you file your claim.

For complete information on wireless phone insurance coverage, exclusions, how to file a claim, deductibles, and terms and conditions visit [cellularsouth.com/insurance](http://cellularsouth.com/insurance).

Wireless Phone Insurance from eSecuritel is offered in Alabama, Mississippi and Tennessee.

### Upgrading Your Phone Online

Upgrading your phone at [cellularsouth.com](http://cellularsouth.com) is easy, secure and convenient. Plus you can take advantage of online discounts. Order a new phone in just a few steps without ever leaving the comfort of your computer. Just click on **My Account** and follow the on-screen instructions. Place your order before 3:30 p.m. and receive free next business day delivery.

## Payment Options

Online, over the phone, through the mail or by electronic draft – you're sure to find a payment method that works for you. In case you're wondering, we accept Visa, MasterCard and American Express.

### Online Billing and Payment

Visit [cellularsouth.com](http://cellularsouth.com) and click **My Account** to view your bill and pay online with a credit or debit card or an electronic check. It's convenient, secure and free and only

takes about 30 seconds to register. Once registered, you'll receive an e-mail each month when your bill is ready to view. You'll be able to choose whether or not you want to continue to receive a monthly paper bill. You can always print out your online bill if you need to. It looks just like our mailed bill.

#### **Over the phone**

Call **1.877.CSOUTH1** (1.877.276.8841) and follow the simple prompts to pay your bill using a credit card, debit card or electronic check.

#### **Mail**

Mail your payment with the remittance stub provided with your bill.

#### **Monthly Electronic Draft**

Setting up your account to draft from your bank account or be charged to your debit or credit card each month allows you the convenience of worry-free bill payment. Your payments will always be on time! You'll still receive a paper bill each month. Call our Customer Care department at **1.877.CSOUTH1** (1.877.276.8841) to set up this convenient payment option. After signing up for Monthly Electronic Draft, please allow 8 weeks for this change to go into effect. Before this time, please continue to pay your bill as usual.

#### **How quickly are payments made online or over the phone posted to my account?**

Credit and debit card payments are processed and posted to your account immediately. Electronic check payments are verified and posted to your account immediately. The funds for an electronic check payment are debited from your bank account within one to three business days.

## **Lifeline Assistance**

The Lifeline Assistance program is designed to make phone services available to qualifying subscribers who receive income-based benefits by providing a monthly credit for wireless service. The program is currently available to qualifying residents of Mississippi and the Cellular South service area in Alabama.

Read below for more information about Lifeline Assistance from Cellular South. Complete documentation is available at the Cellular South retail location in your area or at [cellularsouth.com](http://cellularsouth.com).

#### **The Lifeline Assistance Program**

Lifeline Assistance provides reduced rates under federal universal service programs to eligible customers for wireless service and installation.

#### **Eligibility for Lifeline Service**

Eligibility is determined by participating in a qualifying income-based assistance

program. Both the qualifying assistance programs and the credit provided may differ by area. Only one federally subsidized phone is available per household. Additional lines do not qualify for the discounted Lifeline rates. Cellular South must receive satisfactory evidence of your participation in one of the eligible programs. A list of eligible programs is available at Cellular South retail locations in your area or at [cellularsouth.com](http://cellularsouth.com).

#### **Link-Up**

Customers eligible under the Lifeline Assistance program may also qualify for connection assistance under the Link-Up program equal to half of the customary connection charge or \$30.00, whichever is less. Link-Up customers are eligible for a credit for a portion of installation charges (if applicable) through the federal Link-Up program as described above.

#### **Availability**

Lifeline Service is available to new eligible customers as long as there is sufficient money in the Federal Lifeline funds to cover the discounted rates. In the event that the Federal Lifeline funds are not sufficient to cover new applicants in any given year, Cellular South will allocate any and all remaining surplus funds until all qualified customers are covered. Cellular South may vary the credit or the number of included minutes as required by changes in federal or state universal service funding support.

Complete documentation pertaining to the Lifeline Assistance program, the Universal Service plan, terms and conditions of use, applicable fees and monthly charges, service availability, and equipment are available at the Cellular South location in your area or at [cellularsouth.com](http://cellularsouth.com).

## **Plan Features and Voice Mail**

Customize your calling plan to make your wireless service do just what you want it to do or enjoy the features already included in your calling plan.

Features listed below may not be applicable for every plan. Please refer to plan information available for review in our retail locations or at [cellularsouth.com](http://cellularsouth.com). You can also visit [cellularsouth.com](http://cellularsouth.com) and click on **My Account** to add or change your plan features online or call **1.877.CSOUTH1** (1.877.276.8841) and use our convenient automated phone system.

Please note that some plan features are not available with all calling plans, on all equipment or in all areas and some may incur additional airtime and/or long distance charges.

**Nationwide Travel Minutes** – Traveling outside of your Primary Area? Buy buckets of 100 Nationwide Travel Minutes for calls made outside of the Primary Area to anywhere in the U.S., Puerto Rico and U.S. Virgin Islands.

**Unlimited Nationwide Long Distance** – Call anyone, anywhere from the Primary Area. All calls made from the Primary Area to anywhere in the U.S., Puerto Rico and U.S. Virgin Islands are local with this feature.

**Nationwide Long Distance Minutes** – When calling long distance from your Primary Area, buy buckets of 200 Nationwide Long Distance Minutes for calls made from the Primary Area to anywhere in the U.S., Puerto Rico and the U.S. Virgin Islands.

**Unlimited Nights & Weekends** – Your nights and weekends start at 7 p.m. Unlimited calling from 7 p.m. until 6:59 a.m. Monday through Friday and from 7 p.m. Friday through 6:59 a.m. Monday on all calls made from the Primary Area to the Primary Area.

**Caller ID** – See who’s calling before you answer.

**Call Waiting** – Take that second call if you want.

**Call Forwarding** – Forward your calls to another number.

**To activate Call Forwarding:**

- Press \*72, the 10-digit number you wish to forward your calls to and press the appropriate key to place a call.
- Listen for the confirmation dial tone and press the appropriate key to end a call.

**To deactivate Call Forwarding:**

- Press \*73 and the appropriate key to place a call.
- Listen for the confirmation dial tone and press the appropriate key to end a call.

**Conference Calling** – Add a third person to your call. Please refer to your phone’s equipment manual for conference calling instructions.

**Enhanced Directory Assistance** – In addition to directory assistance information, Enhanced Directory Assistance provides weather reports, sports scores, traffic information and more with every directory assistance call. In addition to the charge for using Enhanced Directory Assistance, standard airtime charges apply.

**Push2Talk** – Add unlimited Push2Talk minutes to your voice plan and connect groups of up to 20 people in an instant. It’s great for families, businesses or groups of friends. Enjoy real-time contact availability and easily transfer between Push2Talk and voice calls.

**Voice Mail**

Add voice mail to your Cellular South calling plan for the convenience and safety of not missing important calls when you can’t answer the phone.

It’s really easy to use with friendly automated voice prompts that guide you through

the set up process and menu options. Once you set up your voice mail, your recorded greeting will play each time you don’t answer your wireless phone.

**How to set up your voice mail**

- From your wireless phone or a landline, dial your 10-digit wireless phone number.
- Press \* during the recording and the voice mail system will carry you through the new subscriber introduction. You’ll be able to set up your password, outgoing message and voice signature.

**Note:** Return to the new subscriber introduction at any time by dialing **888** after accessing your voice mail. A general introduction to voice mail is available by dialing **88** or press **8** for help.

**How to access your voice mail**

From your wireless phone or a landline, dial your 10-digit wireless phone number. Accessing voice mail from your wireless phone uses airtime.

After accessing your voice mail:

- Press \* during the outgoing message.
- Enter your password and press \*.
- Follow the prompts to retrieve your messages.

**How to access your voice mail when outside the Cellular South Network**

Follow the instructions above for accessing your voice mail. Airtime charges apply when accessing voice mail outside of the Cellular South Network. Depending on your calling plan, roaming and long distance charges may apply as well.

**Tips for using your voice mail**

- Voice mail is a great way to leave reminders for yourself. After dialing your number, press \*\* to bypass your voice mail greeting.
- Unplayed messages will be stored for five days from the date received.
- Saved messages will be stored for seven days from the date the message is played and saved.
- Press \* at any time during the message to hear the time and date stamp.

**Main Menu Options**

- 1 Listen to voice mail
- 2 Send a message
- 3 Modify voice mail set up
- 6 Change your outgoing message
- 8 Help

**Options while listening to a message**

- Press 1 to back up
- Press 4 to save the message
- Press 5 to delete the message
- Press 6 for the next message
- Press \* to hear the time and date stamp

## Group Messaging

Send voice mail messages to several Cellular South voice mail subscribers and receive a pager notification when a voice mail message is received.

### Setting up your group messaging lists

- Access your voice mail and enter your password
- Press **3** to modify
- Press **3** for lists
- Press **2** to create your list
- Note the group list number provided by the voice mail system.
- Enter each ten-digit wireless number of the Cellular South voice mail subscribers you would like to add to your list followed by \*. After you have entered all the wireless numbers for a particular list press \*\*.

### To send a group message

- Access your voice mail and enter your password
- Press **2** to send a group message
- Enter the appropriate group list number and press \*
- Record the voice message and press \*
- Press **2** to send the group message

## Data Features

There is a one-time activation fee to activate any data feature.

**Unlimited Nationwide Text Messaging** – Send and receive unlimited text messages nationwide. Yes, it's unlimited and you won't use airtime!

Some tips for using Unlimited Nationwide Text Messaging:

- Messages can be up to 160 characters in length including spacing and punctuation.
- Send and receive text messages nationwide on other carriers' networks with whom we have agreements to support text message roaming.
- Text messaging instructions may differ by phone. Refer to your phone's equipment manual for instructions on how to do things like send e-mail messages from your phone to an e-mail address.
- Receive free account updates by sending the text message "Minutes" to **INFO** (4636).
- Please note that participation in third-party text messaging contests or promotions, and the purchase of third-party content may result in additional charges on your bill above and beyond standard messaging rates.

**Unlimited BREW™ and Mobile Web Access** – Get unlimited access to BREW applications access the Internet through your phone's Web browser.

- Choose from among thousands of ringtones and wallpapers to download to your phone.
- Turn your phone into a mobile arcade with the latest games or your old favorites.
- Watch live TV.
- Get the latest weather, sports scores and headlines.
- Access your personal and business e-mail.

You will be billed for downloads or other content in addition to the Unlimited BREW and Mobile Web Access monthly charge. You may also be charged a one-time fee for this feature.

**Unlimited Picture Messaging** – Record life as it happens! Send and receive unlimited pictures from your Cellular South camera phone to other Cellular South camera phones or e-mail addresses and set up a photo Caller ID of your family and friends.

**Ringback Tones** - Express Yourself with Ringback tones.

Let callers enjoy a song, a joke, a movie clip or a celebrity voice message instead of standard ringing.

Ringback Tones provide subscribers with entertaining features in the form of selectable music, melodies, messages, and other audio that can be presented to calling parties in place of standard ringing. Set a special Ringback Tone for friends on their birthdays, or select a special tone for your Mom to hear.

## Troubleshooting Tips

For more Troubleshooting Tips, see the **Know Your Phone** section of **cellularsouth.com**. The tips below should minimize any minor difficulties you may encounter with your wireless phone or service but, if not, call **1.877.CSOUTH1** (1.877.276.8841) or \*611 from your wireless phone. Remember that equipment features vary from one phone model to the next, so consult your phone's equipment manual for specific operating instructions.

Whenever you have a problem with your phone, the first troubleshooting measure to take is to remove the battery, leave it off for two minutes, reinsert the battery and turn the phone back on. If this doesn't correct the problem, please refer to the troubleshooting tips below.

### My phone won't turn on.

- Have you pressed the Power Key and held it for three seconds?
- Have you charged your battery?

### I can't place a call.

- Have you pressed the Power Key?
- Check the battery connection, if applicable.
- Have you pressed the appropriate key after dialing the number?

- Is the phone locked? If so, unlock it and try again.
- Did you dial the complete 10-digit number?

#### **I hear static periodically.**

- The signal may be temporarily compromised. End the call and redial.

#### **I hear continual static.**

- You may be in an area with inadequate service or low signal strength. Try your call again in an area with a stronger signal.
- The antenna connection may be loose or incorrectly positioned. Go to your nearest Cellular South location for service.

#### **I hear a fast busy signal.**

- Redial the number and press the appropriate key to place a call.
- If dialing long distance, did you dial 1 + area code + seven-digit number?

#### **My phone reads No Service.**

- Are you in an area without service? If in a known service area, the antenna connection may be faulty. Call **1.877.CSOUTH1** (1.877.276.8841) for assistance.
- Does the antenna appear to be damaged?

#### **My hands-free kit doesn't work.**

- Did the hands-free speakerphone become disconnected? Check the connections to the external speaker.
- Is the handset in the cradle? Check the handset position.
- Move to a quieter area. Background noise may interfere.
- There may be a problem with your phone. If so, go to your nearest Cellular South location for service.

**Note:** Please do not attempt to repair the equipment yourself as this may void your warranty. Refer to the Manufacturers' Warranty Program information on page nine.

## **Wireless Safety**

### **Wireless Safety Tips from Cellular South — Safety Is Your Most Important Call**

- **Safe driving is your first responsibility.** Always buckle up and use a hands-free device when using your wireless phone in the car and let the person you are talking to know you are driving.
- **If you see trouble on the road, be a wireless Samaritan.** More than

224,000 calls a day are made to 9-1-1 and other emergency numbers by wireless phone users. Dialing 9-1-1 is a free call for wireless phone subscribers.

- **Be aware of potential safety hazards and driving distractions.** This includes eating, drinking coffee, adjusting vehicle controls, changing music, applying cosmetics, and dialing or using your wireless phone without a hands-free device.
- **In your vehicle, position your phone within easy reach and be familiar with the operation of your phone.** Use speed-dial and voice-activated dialing features to program frequently called numbers and use your redial feature to return calls.
- **Do not engage in stressful or emotional conversations that may divert your attention from the road.**
- **Dial only when your vehicle is stopped.** Take this safety precaution whether dialing manually or using speed- or voice-dialing features.
- **Never take notes while driving.** Pull off the road to a safe spot to jot something down.
- **Let your voice mail pick up your calls when it's inconvenient or unsafe to answer.** If necessary, suspend calls in heavy traffic or hazardous weather conditions.
- **Do not attempt to send or read text messages while driving.** As with calls, stop your vehicle before checking or exchanging text messages on your phone.
- **Remember to use the emergency short codes for the highway patrol in your area if you have an emergency while traveling. It's always a free call.**  
Mississippi, Alabama and Arkansas Highway Patrols - \*HP (\*47)  
Tennessee Highway Patrol - \*THP (\*847)  
Florida Highway Patrol - \*FHP (\*347)  
Louisiana State Patrol - \*LSP (\*577)
- **Be courteous and considerate of those around you who may view your conversation as an intrusion.** Speak in a quiet or normal conversational tone.
- **Ringtones may be inappropriate in various public places.** Change your ringtone to vibrate or silent while in meetings, theatres, churches, etc.

- Do not operate your phone near electrical blasting caps or in the vicinity of construction work where radio transmission is prohibited.
- If your wireless phone is connected to your car by a vehicle power charger or installed in a car kit, disconnect your phone before jumping your car battery. Severe damage to your equipment may occur unless the phone is disconnected. (Removing the fuse located near the car battery does this.)

## Security

- If your phone is lost or stolen, call Cellular South Customer Care immediately at **1.877.CSOUTH1** (1.877.276.8841). We will reject all calls made from your phone once you report it lost or stolen.
- Consider locking your phone when not in use. Any phone can be locked, just check out your phone's equipment manual for instructions.

### CUSTOMER SERVICE AGREEMENT (the "Agreement")

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN CELLULAR SOUTH DOCUMENTS)  
Cellular South, Inc.

DEFINITIONS: "CUSTOMER" means such individual CUSTOMER or entity who agrees to the terms of this Agreement. "Cellular South" means Cellular South, Inc. "Cellular" and "Service" shall mean any and all types of wireless telecommunications services purchased from or furnished by or through Cellular South.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CELLULAR/WIRELESS TELEPHONE, DEVICE AND/OR OTHER EQUIPMENT, INCLUDING BUT NOT LIMITED TO ACCESSORIES THAT CUSTOMER HAS PURCHASED OR WHICH HAVE BEEN FURNISHED TO THE CUSTOMER THROUGH LEASE BY CELLULAR SOUTH OR A THIRD PARTY OR OTHERWISE (COLLECTIVELY, "WIRELESS DEVICE") MAY INCLUDE ONE OR MORE FEATURES WHICH PREVENT CUSTOMER'S USE OF THE WIRELESS DEVICE AS A HOME CUSTOMER OF ANY OTHER CARRIER AND THAT CELLULAR SOUTH HAS NO OBLIGATION TO DEACTIVATE THIS FEATURE OR TO MAKE ANY CHANGE TO THE WIRELESS DEVICE TO ALLOW CUSTOMER TO USE IT AS A HOME CUSTOMER OF ANOTHER CARRIER IN THE EVENT CUSTOMER DEACTIVATES THE SERVICE WITH CELLULAR SOUTH. CUSTOMER HEREBY RELEASES CELLULAR SOUTH AND AGREES TO INDEMNIFY AND HOLD CELLULAR SOUTH AND CELLULAR SOUTH'S SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OR RESULTING FROM THE PRESENCE, USE OR ACTIVATION OF SUCH FEATURES ON CUSTOMER'S WIRELESS DEVICE.

GENERAL: CUSTOMER understands and agrees that Service is rendered to CUSTOMER and any user of CUSTOMER'S Wireless Device under this Agreement and under the terms and conditions and in accordance with Cellular South's applicable TARIFF OF RATES, CHARGES, RULES, AND REGULATIONS ("Tariff") current at the time Service is provided, and the terms of this Agreement are controlled by and subject to said Tariff and lawful changes in said Tariff. A copy of the Tariff is available for review upon written request and is incorporated herein by reference. This Agreement shall become effective on the date that Cellular South accepts this Agreement and shall continue in effect until terminated as herein provided. Cellular South may accept this Agreement by providing Service to CUSTOMER.

CUSTOMER agrees and acknowledges that Cellular South may refuse to accept this Agreement if Cellular South believes that CUSTOMER may be unable to perform in whole or in part, the obligations hereunder. CUSTOMER waives notice of acceptance. Except as otherwise expressly provided herein, this Agreement shall automatically renew from month to month absent notice to the contrary delivered by one to the other. In any event CUSTOMER remains responsible for all outstanding charges for the period that Service was rendered.

Amendments to this Agreement must be in writing signed by both parties, except amendments may be tendered with thirty (30) days' notice to CUSTOMER (included with a bill or otherwise) and use by CUSTOMER of Service after such notice period shall be construed as and be acceptance of such amendment. Cellular South may cancel a Service plan upon thirty (30) days' notice at any time.

APPLICABLE LAW: CUSTOMER agrees that this Agreement shall be governed by the law of the State of Mississippi without reference to its conflicts of laws provisions. To the extent permitted by law, the terms of this Agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this Agreement that does not comply with that law shall not be effective. If any provision of this Agreement cannot be lawfully enforced, such provision shall be deemed severed from this Agreement and shall not affect the enforceability of the remainder of the Agreement.

ARBITRATION: THE PARTIES AGREE THAT ANY CONTROVERSIES, CLAIMS OR DISPUTES ARISING BETWEEN CUSTOMER AND CELLULAR SOUTH, WHETHER IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, OR THE SERVICES PROVIDED, WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING PROVIDED BY CELLULAR SOUTH. SUCH ARBITRATION SHALL BE BEFORE A PANEL CONSISTING OF THREE ARBITRATORS AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI METROPOLITAN AREA. SUCH ARBITRATION SHALL BE BINDING UPON BOTH CUSTOMER AND CELLULAR SOUTH AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE SELECTION OF THE ARBITRATORS, WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION FROM THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. PROVIDED, HOWEVER, COLLECTION MATTERS OF \$1,500 OR LESS IN ALLEGED VALUE (BEFORE COSTS, INTEREST AND ALLOWABLE ATTORNEYS' FEES, IF ANY) FOR SERVICE MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$1,500 (SUBJECT TO THE SAME EXCLUSIONS) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BIND-

ING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF ACTUAL NOTICE OF THE FILING OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS.

**DEFAULT:** CUSTOMER shall be in default of this Agreement if any one or more of the following occurs: (a) CUSTOMER fails to make payments on time or in the amount due; (b) CUSTOMER dies, is declared incompetent, or becomes insolvent (either because CUSTOMER'S liabilities exceed assets or because CUSTOMER is unable to pay CUSTOMER'S debts as they become due); (c) CUSTOMER fails to keep any promise contained in this Agreement, credit application, or any other agreement with Cellular South; (d) CUSTOMER makes any statement or provides any information that is untrue or inaccurate at the time it was made or provided; (e) CUSTOMER fails to provide any additional deposit Cellular South may require; (f) any legal entity (such as a partnership or corporation) that has agreed to pay for the Service rendered merges, dissolves, reorganizes, terminates its business or existence, or a partner or majority stockholder dies or is declared incompetent; (g) any fact appears or event occurs that causes Cellular South to consider itself insecure, or the prospect of payment, performance, or realization or performance of this Agreement is impaired; or (h) CUSTOMER exceeds CUSTOMER'S credit limit.

**REMEDIES & COLLECTION COSTS:** If CUSTOMER is in default under this Agreement, Cellular South has the following remedies: (a) Cellular South may, without prior demand or notice, set-off any outstanding balances against any deposit or monies held by Cellular South for CUSTOMER'S account, or any right CUSTOMER has to receive money from Cellular South; and CUSTOMER agrees to indemnify and hold Cellular South harmless from and against any and all claims arising out of or related to Cellular South's exercise of its right to set-off; (b) Cellular South may require an additional deposit or require that other parties be obligated to pay for the Service rendered under this Agreement (or both) as a condition of waiving, for any period of time, any other remedy Cellular South may have; (c) Cellular South may suspend Service under this Agreement until such time as CUSTOMER cures CUSTOMER'S default as defined above; (d) Cellular South may use any remedy given to Cellular South under this Agreement; and (e) Cellular South may use any remedy available to it under applicable law. Cellular South does not waive its right to later use any other remedy that Cellular South may have under state or federal law by choosing any one or more of these remedies.

Cellular South does not waive a default if it chooses not to use any remedy, and by electing not to use any remedy, Cellular South does not waive its right to later consider the event a default and to immediately use any remedies if the default continues or occurs again. In the event Cellular South attempts to collect an account in default, then Cellular South may recover any reasonable attorneys' fees incurred and/or collection agencies' fees and all costs of collection incurred.

**PAYMENT BY CHECK:** If CUSTOMER tenders a check or any equivalent thereof in payment of any obligation under this Agreement, which is returned due to insufficient funds in the account for payment upon presentation, and Cellular South is charged a fee or service charge as a result of such return, CUSTOMER agrees that Cellular South is authorized to add the actual amount of the fee or service charge (up to the maximum amount allowed by law) to the amount due under this Agreement. In event of a returned check or equivalent thereof, CUSTOMER also agrees to pay a \$30.00 returned check charge. CUSTOMER agrees that Cellular South is not responsible for any unauthorized payments on CUSTOMER'S account with Cellular South, whether by check or otherwise.

**CREDIT INFORMATION:** CUSTOMER agrees to provide to Cellular South, upon request, any credit information Cellular South may deem necessary. CUSTOMER warrants that all credit information CUSTOMER provides to Cellular South is accurate, correct, and complete, and becomes a part of this Agreement. CUSTOMER authorizes Cellular South to conduct an investigation into CUSTOMER'S creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks and lending institutions concerning CUSTOMER'S creditworthiness from time to time as Cellular South deems necessary or justified. CUSTOMER understands and agrees that from time to time Cellular South may receive credit information concerning CUSTOMER from others and furnish credit and experience information regarding this Agreement to others seeking such information. CUSTOMER agrees that Cellular South may terminate this Agreement in the event Cellular South determines in its sole discretion that CUSTOMER'S creditworthiness is not acceptable and that CUSTOMER cannot provide sufficient adequate assurance of payment to Cellular South. CUSTOMER agrees that Cellular South shall not be liable for any claim arising from the use of information provided to Cellular South by others or for providing such information to others.

**LIMITATION OF CELLULAR SOUTH'S LIABILITY:** CUSTOMER understands that alternative and competing communications carriers are available to CUSTOMER; interruptions or irregularities in the Service may occur; any potential harm from interruptions or irregularities in the Service is speculative in nature; Cellular South cannot offer the Service at rates which reflect its value to each CUSTOMER; and Cellular South assumes no responsibility other than that contained in this Agreement. Accordingly, CUSTOMER agrees that except as limited by law, Cellular South's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service or transmission of Service provided by Cellular South or any other carrier or provider of third party software or applications, or for losses or damages arising out of the failure of Cellular South or any carrier or any provider of third party software or applications to maintain proper standards of maintenance and operation shall be as set out in the Tariff and this Agreement, and in the case of third party applications or software, such other terms and conditions as may be posted from time to time at [www.cellularsouth.com](http://www.cellularsouth.com).

Without limiting the scope of the Tariff, it is noted that the Tariff provides, in part, and CUSTOMER agrees that the Service furnished by Cellular South, in addition to the limitations set forth proceeding, is also subject to the following limitations: (a) the liability of Cellular South for damages and/or loss arising out of mistakes, omissions, interruptions, delays, errors and defects in transmissions, or failures or defects in facilities furnished by Cellular South occurring in the course of furnishing Service and not caused by the negligence of the CUSTOMER shall in no event exceed the proportionate charge to the CUSTOMER, for the period of Service during which such mistake, omission, interruption, delay, and error or defect in transmission, or failure or defect in facilities occurs or exists; and (b) no CUSTOMER shall have any right to and Cellular South shall not be liable for, consequential or incidental damages irrespective of whether Cellular South has been notified of the possibility of such damages because of such mistakes, omissions, interruption, delay, error, failure, or defects in transmission.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES:** CUSTOMER acknowledges and agrees that Cellular South is not the manufacturer of the Wireless Device and Cellular South, except as limited by law, hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the Wireless Device and Service (whether purchased or leased by CUSTOMER from Cellular South or another party), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. Cellular South, to the extent permitted by law, assigns to CUSTOMER any and all manufacturers' warranties relating to the Wireless Device furnished to the CUSTOMER, and CUSTOMER acknowledges receipt of any and all such manufacturers' warranties. CUSTOMER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the Wireless Device, including manufacture or design, shall be against the manufacturer of the Wireless Device under the manufacturers' warranties and that Cellular South shall have no liability to CUSTOMER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to the Wireless Device or Service provided hereunder. Without limiting the above, Cellular South shall have no liability or obligation to CUSTOMER, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by CUSTOMER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by CUSTOMER directly or indirectly resulting from or related to any Wireless Device or Service, irrespective of whether Cellular South has been notified of the possibility of such damages, whether or not caused by Cellular South's negligence, to the full extent same may be disclaimed by law. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply. Cellular South may also have other legal rights which vary from state to state.

**RELEASE:** CUSTOMER agrees to and hereby does release Cellular South, its stockholders, officers, directors, agents, and employees ("Cellular South Releasees"), to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorneys' fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury or wrongful death to CUSTOMER or users of the Wireless Device or Service or used in conjunction with such Wireless Device or Service and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the Wireless Device or Service, or arising by operation of law, including without limitation, claims based upon strict products liability doctrine, to the extent such claims are not based on grossly negligent acts or omissions of Cellular South, its agents or employees. This release shall apply to the extent stated above even where Cellular South is found to have been substantially at fault or to have actively engaged in conduct which substantially contributed to the injury suffered by CUSTOMER, and Cellular South's assertion of this release as a whole or partial defense to any claim by CUSTOMER shall not be barred by fault or active negligence on the part of Cellular South.

**PRIVACY:** Cellular South is not liable for any lack of privacy CUSTOMER experiences using the Service. CUSTOMER hereby consents to the monitoring and/or recording of calls from CUSTOMER to Cellular South and the use of automatic equipment to contact CUSTOMER regarding CUSTOMER'S account. CUSTOMER hereby consents to Cellular South's disclosure of information about CUSTOMER'S account to: (a) any person claiming to be the CUSTOMER who is able to provide the following correct CUSTOMER information: CUSTOMER'S name, address, social security number and the assigned number for Service, and such person may make changes to the account; and (b) any person(s) or entity as required by any request made pursuant to a subpoena or court order appearing proper on its face.

**PROMOTIONAL OFFER CONTRACT:** Cellular South, in its sole discretion, may from time to time make Wireless Devices available for purchase at a special price or free of charge, subject to CUSTOMER's agreement to the terms of a Promotional Offer Contract ("POC"). CUSTOMER acknowledges and agrees that if CUSTOMER has deactivated Cellular South Service within the last thirty (30) days, CUSTOMER is ineligible for a POC. If CUSTOMER is eligible for a POC and activates any Wireless Device which is subject to a POC (referred to below as a "Promotional Wireless Device") or executes any POC (including but not limited to by electronic signature or by use of an electronic signature pad) then in addition to the terms and conditions above, CUSTOMER acknowledges and agrees as follows:

- (1) CUSTOMER has purchased the Promotional Wireless Device at a special price or has received it free of charge, as applicable;
- (2) CUSTOMER shall activate Service for the Promotional Wireless Device (if not already activated);
- (3) CUSTOMER shall not deactivate Service for the Promotional Wireless Device for a period of not less than (period shown on the signature device or other form of POC). If CUSTOMER does not need to activate new Service to use the Promotional Wireless Device, but instead uses

the Promotional Wireless Device with CUSTOMER's existing Service (i.e., as an upgrade or replacement) then CUSTOMER agrees that any prior Service Agreement for such existing Service is hereby amended and replaced in its entirety by this Agreement and the POC;

(4) If CUSTOMER is activating new Service for the Promotional Wireless Device and CUSTOMER has existing Cellular South Service for other Wireless Devices, CUSTOMER shall not deactivate any existing Service for other Wireless Device(s) before the expiration of the remainder of the term of the existing Service Agreement applicable to such Wireless Device(s) (including any applicable prior POC) or for a minimum of three (3) consecutive months from the effective date of this Agreement, whichever is longer;

(5) Failure to maintain Service with Cellular South for the period or periods set forth above shall result in a Liquidated Damage Termination Charge ("LDM") to CUSTOMER in addition to any other contract damage caused by such termination. The LDM shall be the amount shown on signature device or other form of POC, as applicable.

**THIRD PARTY APPLICATIONS:** In addition to this Agreement, third party applications and software available in connection with the Service and/or a Wireless Device may be subject to other terms and conditions, which are posted from time to time on Cellular South's web site at [www.cellularsouth.com](http://www.cellularsouth.com). CUSTOMER'S use of BREW and BREW Applications, including but not limited to MobiTV, is subject to the BREW End User License Agreement, which is contained in Appendix A to this Agreement and is incorporated herein. Unless expressly granted herein, neither Cellular South nor any provider of any third party application grants any license in any software technology or other intellectual property to CUSTOMER.

**Information/Content:** Certain information or content may be provided through the Service by independently owned and operated content providers or service providers who are subject to change at any time without notice. Cellular South is not a publisher of third-party content and will not be responsible for any information or services provided by such third parties. These third parties may impose additional charges (on top of regular service charges levied by Cellular South) for certain content. As the user of such services CUSTOMER is bound by the third parties' policies when CUSTOMER visits their respective sites or uses their services. It is CUSTOMER'S responsibility to read the rules or service agreements of each content or service provider as well as to understand any and all billing practices which are stated by the content or service provider. Any information CUSTOMER involuntarily or voluntarily provides third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by Cellular South or any content providers or other third party. Delays or omissions may occur. Neither Cellular South nor its content providers, service providers or other third parties shall be liable to CUSTOMER for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service.

**CAMERA/PICTURE MESSAGING:** Camera/Picture messaging devices are prohibited in some places. CUSTOMER is solely responsible for complying with all applicable laws, rules, regulations and policies regarding Camera/Picture Messaging and BREW-enabled Wireless Device use. Whenever CUSTOMER uses Picture Messaging, or downloads, installs and/or uses any of the BREW Applications, CUSTOMER agrees not to: (1) violate any applicable law, rule or regulation; (2) harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity; (3) provide false information or impersonate another person; and/or (4) take any action that infringes upon any third party's copyright, trademark, patent or other intellectual property right(s). Cellular South may, without prior notice, take any action it deems necessary, including, without limitation, removing or deleting Applications or Pictures and restricting or limiting use of the Service, for proper administration of Service. Cellular South is under no obligation to monitor use of Picture Messaging or BREW Applications, but it may do so to: (1) comply with applicable laws, rules and regulations or orders of courts or governmental agencies with proper jurisdiction; and/or (2) operate the Service properly or protect CUSTOMER or other customers. In the event CUSTOMER provides Cellular South, or its affiliates, contractors or agents, with feedback, data, answers, questions, comments, suggestions, plans, ideas or other information, such information shall be deemed to be non-confidential and Cellular South shall be free to reproduce, disclose, distribute or use such information without restriction.

**EXPORT REGULATION:** CUSTOMER acknowledges that software, information and technology downloaded (collectively, "technology") may be subject to certain United States export regulations and import regulations in other countries and that he/she is responsible for complying with such relevant regulations. CUSTOMER agrees to comply with all export or import regulations and laws both foreign and domestic, including but not limited to, the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations ("EAR," 50 C.F.R. Parts 730-774). CUSTOMER further specifically agrees, unless expressly authorized by law, not to export or re-export the technology to any country, person, entity or end user subject to United States export controls or under United States embargo. CUSTOMER further represents that no United States federal agency has suspended, revoked or denied its export privileges.

**INDEMNIFICATION:** CUSTOMER agrees to indemnify and save Cellular South harmless from liability for libel, slander, or infringement of copyright resulting from transmission over its facilities; from claims for infringement of patents arising from use of CUSTOMER-owned apparatus and systems in combination with facilities of Cellular South; and from all other claims arising out of any act or omission of CUSTOMER in connection with the use of facilities provided by Cellular South.

**SERVICE AVAILABILITY AND ACCESS/COVERAGE:** Cellular South does not guarantee network availability. EVDO and 1X data coverage areas may vary from voice coverage areas. EVDO network only available in select markets. Coverage map(s) are available at a Cellular South store or online. EVDO download and upload speeds are only available on the Cellular South EVDO network. Actual download and upload speeds can depend on device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may also be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

**Prohibited and Permissible Uses:** Data Service sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) e-mail and (iii) corporate intranet access (including access to corporate e-mail, customer relationship management, sales force automation, and field service automation applications). UNLESS OTHERWISE STATED OR AGREED UPON, PROHIBITED USES INCLUDE, BUT ARE NOT LIMITED TO, USING SERVICES: (1) WITH SERVER DEVICES OR WITH HOST COMPUTER APPLICATIONS, INCLUDING, WITHOUT LIMITATION, WEB CAMERA POSTS OR BROADCASTS, CONTINUOUS JPEG FILE TRANSFERS, AUTOMATIC DATA FEEDS, TELEMETRY APPLICATIONS, AUTOMATED FUNCTIONS OR ANY OTHER MACHINE-TO-MACHINE APPLICATIONS; (2) AS SUBSTITUTE OR BACKUP FOR PRIVATE LINES OR DEDICATED DATA CONNECTIONS; (3) FOR VOICE OVER IP (VoIP); (4) IN CONJUNCTION WITH WWAN OR OTHER APPLICATIONS OR DEVICES WHICH AGGREGATE USAGE FROM MULTIPLE SOURCES PRIOR TO TRANSMISSION; (5) USING THE SERVICES FOR ANY ACTIVITY THAT ADVERSELY AFFECTS THE ABILITY OF OTHER PEOPLE OR SYSTEMS TO USE EITHER THE SERVICES OR OTHER PARTIES' INTERNET BASED RESOURCES INCLUDING, BUT NOT LIMITED TO EXCESSIVE CONSUMPTION OF NETWORK OR SYSTEM RESOURCES (WHETHER INTENTIONAL OR UNINTENTIONAL) AND "DENIAL OF SERVICE" (DOS) ATTACKS AGAINST ANOTHER NETWORK HOST OR INDIVIDUAL USER; OR (6) INTERFERENCE WITH OR DISRUPTION (OR POSSIBILITY OF DISRUPTION) OF OTHER NETWORK USERS, NETWORK SERVICES OR NETWORK EQUIPMENT. EXCEPT FOR CONTENT FORMATTED IN ACCORDANCE WITH CELLULAR SOUTH'S CONTENT STANDARDS, UNLIMITED PLANS CANNOT BE USED FOR UPLOADING, DOWNLOADING OR STREAMING OF VIDEO CONTENT (E.G. MOVIES, TV), MUSIC OR GAMES (ONLINE OR OTHERWISE), UNLIMITED PLANS AND FEATURES (UNLESS NOTED AS SPECIFICALLY FOR USE WITH A LAPTOP OR OTHER COMPUTING DEVICE NOT SUPPLIED BY CELLULAR SOUTH) CANNOT BE USED FOR ANY APPLICATIONS THAT TETHER THE DEVICE (THROUGH USE OF, INCLUDING WITHOUT LIMITATION, CONNECTION KITS, OTHER PHONE/PDA-TO-COMPUTER ACCESSORIES, BLUETOOTH® OR ANY OTHER WIRELESS TECHNOLOGY) TO LAPTOPS, PC'S, OR OTHER EQUIPMENT FOR ANY PURPOSE. Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage. Cellular South reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. CUSTOMER may not send solicitations to Cellular South subscribers without their consent. CUSTOMER may not use the Services other than as intended by Cellular South and applicable law. Plans are for individual, noncommercial use only and are not for resale.

**Security:** Cellular South does not guarantee data security. Data encryption may be available with some, but not all, Service furnished by Cellular South. Cellular South assumes no responsibility for confidentiality of e-mail or other confidential or proprietary information exchanged through the Service and/or with the Wireless Device. It is solely CUSTOMER'S responsibility to ensure use of the Service and Wireless Device complies with applicable IT or security procedures established by CUSTOMER or CUSTOMER'S employer.

**Miscellaneous:** Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. If CUSTOMER'S usage of the Service (including unlimited data plans) on other carrier's networks (roaming or off-network usage) during any two (2) consecutive months exceeds CUSTOMER'S off-network usage allowance, Cellular South may at its option terminate CUSTOMER'S Service, deny CUSTOMER'S continued use of other carriers' coverage, or change CUSTOMER'S plan to one imposing usage charges for roaming usage. CUSTOMER'S roaming usage allowance is equal to that specified by CUSTOMER'S plan's tariff and/or documentation. Cellular South will provide notice that it intends to take any of the above actions and CUSTOMER may terminate CUSTOMER'S agreement. Cellular South is not responsible for loss or disclosure of any sensitive information CUSTOMER transmits. The Service is not equivalent to landline Internet.

## PRIVACY POLICY

This Privacy Policy discloses the privacy practices of Cellular South with respect to its web sites, including [cellularsouth.com](http://cellularsouth.com) ("Web Sites"), and your information collected via such Web Sites. Cellular South® is a registered mark of Cellular South, Inc. All references herein to "Cellular South" shall also mean Cellular South, Inc. Cellular South reserves the right to change this Privacy Policy at any time. Any changes to this Privacy Policy will be posted on [cellularsouth.com](http://cellularsouth.com).

Cellular South may make content or services from other web sites available to you from links located on our Web Sites. Cellular South is not responsible for the privacy, security, or content of such sites. Cellular South also uses third parties to advertise its products and services on the Internet and web sites owned by parties that are unaffiliated with Cellular South. This Privacy Policy does not apply to such other web sites or to the Internet generally. You should review the privacy policy at each such third party web site to determine how that site protects your privacy.



Cellular South collects information concerning its customers at the time they sign up for Cellular South service. On occasion, Cellular South collects additional personal information from its customers in connection with contests, surveys or special offers. Some of this information may be collected at Cellular South's Web Sites and may include, but is not limited to, your name, address, e-mail address, telephone number, billing, payment, usage, credit and transaction information (including credit card numbers, account numbers, and/or social security numbers), and demographic information. Cellular South does not design its Web Sites to attract, nor do we knowingly collect personal information from children under the age of thirteen. Ordering online products and services from Cellular South is limited to adults (age 18 or over or as otherwise legally defined).

Cellular South's Web Sites may place or employ a unique "cookie" on your browser to recognize your computer and track site usage. Additionally, Cellular South may log IP addresses, or the location of your computer on the Internet. Cellular South reserves the right to use other technology, including but not limited to "web beacons" or "web bugs," on our Web Sites in order to recognize users and assess traffic patterns. We may also include such technology in our e-mail messages and electronic newsletters in order to count how many e-mail messages have been opened. You can configure your Web browser to alert you when a Web Site is attempting to send a cookie to your computer and allow you to accept or refuse the cookie. You can also set your browser to disable the capacity to receive cookies or you can delete cookies previously accepted. Some Cellular South web pages (and other web pages) may not work correctly if you have cookies disabled.

Subject to any applicable law, rule or regulation restricting disclosure or use of the information collected by Cellular South, Cellular South reserves the right to use and manage, as it sees fit, any information collected from you or your computer, including information collected by Cellular South when you sign up for Cellular South service, participate in contests, surveys or special offers or log onto Cellular South's Web Sites. Among the applicable laws and regulations restricting disclosure of some of the information collected by Cellular South is Section 222 of the Telecommunications Act of 1996, as amended ("The Telecommunications Act"). The Telecommunications Act establishes certain criteria regarding the use of certain sensitive and commercially valuable telephone customer information, which includes, for example, when a customer places a call, whom and where the customer calls and the types of services offerings to which a customer subscribes. The Telecommunications Act refers to this type of information as "customer proprietary network information," or CPNI. Cellular South will disclose and/or use CPNI only as permitted by The Telecommunications Act and applicable rules and regulations.

If you provide your e-mail address to Cellular South, then we may periodically send you e-mails regarding promotions and special offers from Cellular South and/or its affiliates. We may also periodically contact you regarding your Cellular South account status, phone or other matters relevant to Cellular South customers or potential customers. You may choose to remove your name from the list for receiving such e-mails at anytime by following the instructions contained within the e-mails. By providing your e-mail address to Cellular South, you agree that Cellular South shall have the right to manage and use your e-mail address as it sees fit, and Cellular South may sell or otherwise provide your e-mail address to third parties.

Cellular South may hire other companies to perform services on our behalf including, without limitation, sending e-mail, and fulfilling purchase requests. These other companies may be supplied with or have access to your e-mail address. We may also use third parties, such as third-party ad servers or ad networks, to deliver ads to you on our behalf. These third-party ad servers may be supplied with or have access to your e-mail address. They also may collect and use non-personally identifiable information about your visits to the Web Sites and links from the Web Sites.

Cellular South also reserves the right to disclose personal information, including e-mail addresses, if we are required to do so by law or legal authority, or if we in good faith believe that it is necessary to do so in order to comply with legal process or law, to protect and defend the rights or property of Cellular South, its affiliates, its customers or the public, or to protect against misuse of Cellular South's Web Sites.

Upon written request, Cellular South will furnish you a copy of all information provided by you and maintained on record by Cellular South at the time of your request in the format utilized by Cellular South in the ordinary course of its business. This information will be sent to you at your address as reflected by Cellular South's records or given to you in person at a reasonable, prearranged time during normal business hours, at which time you may be asked to present proof of your identity. Cellular South may also require you to reimburse it for the reasonable costs of researching and copying such records as a condition to providing a copy of all such information to you.

Privacy Policy 1/4/08 Rev.

Agreement Rev 1/4/087

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#### APPENDIX A TO CUSTOMER SERVICE AGREEMENT BREW END USER LICENSE AGREEMENT ("License Agreement")

FOR PURPOSES OF THIS LICENSE AGREEMENT CUSTOMER IS THE "END USER" AND IS REFERRED TO AS "YOU" IN THIS APPENDIX

BY INSTALLING OR USING THIS BREW APPLICATION ("APPLICATION") YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT INSTALL OR USE THE APPLICATION.

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Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

Termination. This License Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this License Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

U.S. Government End Users. This section only applies to the U.S. Government or if you are or are acting on behalf of an agency or instrumentality of the U.S. Government. The Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.2 12 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

Miscellaneous. This License Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this License Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this License Agreement shall not be affected thereby. This License Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this License Agreement. No modification or alteration of this License Agreement will be valid except in writing signed by you and the Developer.

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# Important Information

## DEFINITION OF CHARGES AND FEES

**Activation Costs** are charges assessed at the beginning of a service contract representing the costs for equipment (including applicable taxes), an activation fee, and a deposit, if applicable. An activation fee can also be applied to certain plan changes.

**Local Taxes** represent various local taxes levied on your wireless service. The amount and application of these taxes may differ by municipality.

**Local Number Portability Cost Recovery Fee** is a fixed, monthly charge through which telecommunication companies may recover certain costs of providing local number portability service. Recoverable costs include the costs of creating new facilities, physically upgrading or improving the existing wireless network, and performing the ongoing functions associated with providing local number portability. The FCC determined that telecommunications companies might recover certain costs of providing local number portability through a monthly charge on customers' invoices.

**Mississippi Telecommunications Tax** was enacted by the Mississippi Legislature and applies a 5.5% tax to all wireless and landline interstate calls. This tax affects calls originating within Mississippi and terminating outside the state or calls originating outside the state and terminating within Mississippi. The Mississippi Telecommunications Tax does not affect intrastate calls, which are calls that both originate AND terminate within Mississippi.

**Monthly Access** is the fixed amount you pay each month, which is determined by your chosen voice/data plan and features, if applicable. Your monthly access charge will remain the same each month unless you switch plans or add or remove features. Any changes to your service take effect immediately.

**State Established 911 Service Charge** was enacted by state legislatures to support the maintenance and improvement of the 911 system. The monthly fee varies by state.

**State Mandated 911 Training Service Charge** provides for the training of personnel and ongoing maintenance and as-needed improvement of the statewide 911 system, including the construction of enhanced facilities and the installation of new equipment.

**State Taxes** represent various state taxes levied on your wireless service. The amount and application of these taxes may differ by state.

**Universal Service Fund** uses a portion of your wireless bill to ensure that telephone service is available to low-income or rural families, communities and health-care providers and that access to the Internet is affordable for schools and libraries. The Universal Service Administration Company administers the fund.

**Usage Summary/Costs** reflect the total airtime, amount and/or cost of voice or data usage. Usage may be categorized by where it occurred (e.g. in your Home Area or while roaming) or by the cost (e.g. free, included in your voice or data plan, a one-time charge, or as an additional charge not covered by your existing services).

## Manage your account online

Log on to **cellularsouth.com** and click **My Account** to register online.

With this FREE service you can:

- + Pay your bill online with a credit card, debit card or electronic check
- + Purchase new equipment
- + Check your minutes used and free minutes remaining<sup>1</sup>
- + View a six-month billing comparison
- + Request plan and feature changes
- + Update your mailing and email addresses

## Account info via text messaging<sup>2</sup>

With text messaging, receive immediate access to free account information on your phone.

Send the text message **MINUTES** to **INFO (4636)**. The following information will be sent to your phone in a text message:

- + Current balance
- + Last payment amount and date
- + Estimated minutes used<sup>1</sup> in the current month
- + Estimated free minutes remaining
- + Date and time of last call placed or received

For more information on managing your account online or receiving account information via text message, visit **cellularsouth.com** or call **1-877-CSOUTH1 (1-877-276-8841)**.

<sup>1</sup> Information provided is an estimate based on available call records. Delays in reporting and billing airtime may occur due to delays in notifications from other carriers. Delayed airtime charges, if any, will be applied upon receipt to the then current month's bill.

<sup>2</sup> You must subscribe to Unlimited Nationwide Text Messaging in order to receive account information on your phone. Text messaging instructions may differ by phone. Please refer to your phone's equipment manual for specific instructions.

Cellular South provides flat-rate, unlimited plans; nationwide digital coverage; state-of-the-art wireless devices; and a world-class voice and data network so you have the power to communicate when and where you want. Our focus has always been and will always be on providing you the best service possible, whether that's visiting one of our stores, using online self-service options or communicating nationwide. Every decision we make is based on our vision to be the network you can count on in any situation.

Manage your account or shop online [cellularsouth.com](http://cellularsouth.com)  
Customer Care/24-Hour Answer Center 1-877-CSOUTH1 (276-8841)

### Important Star Numbers

Tennessee Highway Patrol \*THP (\*847)  
Mississippi, Alabama & Arkansas Highway Patrol \*HP (\*47)  
Florida Highway Patrol \*FHP (\*347)  
Louisiana State Patrol \*LSP (\*577)  
Cellular South Answer Center \*611 or 611  
Emergency Service (in areas where 911 service is available) \*911 or 911  
Voice Mail \*VM (\*86)