

MY911 Terms and Conditions

Effective February 15, 2010.

The terms and conditions described herein are a part of the legal Agreement between the subscriber (“you”), and MY911 Inc., a Utah corporation (“MY911”), governing the provision of MY911 Services.

Your agreement with MY911 includes these Terms and Conditions and applicable supplemental terms and conditions for other services (collectively, the “Agreement”).

Please read this Agreement carefully. The Agreement covers important information about MY911 services provided to you (“Service” or “Services”) and your smartphone, MY911 device, or other communications equipment (collectively, “Interactive Device”). This Agreement includes fees for early termination and late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court. To the extent this Agreement conflicts with any other terms and conditions you may have received from a third party provider or otherwise, the terms of this Agreement apply. No alterations or modifications of this Agreement are binding on MY911 without the prior written consent of MY911’s legal department.

You represent that you are at least 18 years old (21 years old or legally emancipated if you are a Puerto Rico customer). If you sign for an organization, you represent that you are authorized to sign. You agree to pay all access and usage charges, taxes, fees and other charges billed to you or that were accepted or processed through your Interactive Device (“Charges”). You may designate others to manage or make changes to your My911 account (“Authorized User”). You and Authorized Users will have access to all available account information. If you give your personal account validation information to someone, they can access and make changes to your account just as you can. Those changes will be binding on you. Changes made by you or an Authorized User may result in acceptance of a new minimum term and/or a new agreement.

1. Acceptance. Your agreement with My911 starts when you accept. You accept by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; or (c) using your Service after you make a change or addition; (d) paying for the Service. **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

2. * Dispute Resolution and Arbitration. **WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES BETWEEN YOU AND US IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, INTERACTIVE DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT.** This includes any claims against other parties relating to Services or Interactive Devices provided or billed to you (such as our suppliers or retail dealers) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice

of law provision in Section 18. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 8 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive your claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION if: (a) your claim qualifies, you may initiate proceedings in small claims court; or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE YOU ACTIVATED YOUR SERVICE (the "Opt Out Deadline"). You may opt out of these arbitration procedures by requesting for opt-out sent via email with the words "Opt-Out" in the message header plus your customer number or agreement number in the subject line of the email. Then in the body of the email, you must clearly state your order number or receipt number, date of contract, and your name listed on the contract. Unless all this information is included the opt-out option will not be accepted. Email for an Opt Out must be sent to legal@my-911.com. Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.

If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to us addressed to LEGAL DEPARTMENT (see Section 8 for notice address) to begin arbitration. The American Arbitration Association (AAA) will arbitrate all disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org. The payment of filing, administration and arbitrator fees will be governed by the AAA Supplementary Procedures for Consumer-Related Disputes or the AAA Commercial Arbitration Rules, as applicable. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. If you chose to

pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.

JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

3. **Our Rights to Make Changes.** Your Service is subject to our business policies, practices, and procedures, which we can change without notice. UNLESS EXPRESSLY PROHIBITED BY LAW, WE CAN CHANGE PRICES, CHARGES AND ANY TERMS IN THE AGREEMENT AT ANY TIME. IF WE MATERIALLY MODIFY THIS AGREEMENT IN A WAY THAT IS MATERIALLY ADVERSE TO YOU, OR IF A CHANGE INCREASES YOUR SET MONTHLY RECURRING CHARGE(S) (the set amount – which does not include overage, features, optional services, taxes and fees – you agreed to pay each month for the applicable term), WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS NOTICE AND YOU MAY TERMINATE YOUR SERVICE WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY) BY NOTIFYING US WITHIN 30 DAYS AFTER YOU RECEIVE THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THOSE 30 DAYS, YOU ACCEPT THE CHANGES.

4. * **Your Wireless Interactive Device & Compatibility with Other Networks.** You may buy an Interactive Device from us or someone else, but it must, as solely determined by MY911, be compatible with, and not potentially harmful to, our network. Some MY911 features may only be available on certain Interactive Devices. At times we may change software, applications or programming remotely and without notice. This could affect data you have stored on, the way you have programmed, or the way you use your Interactive Device. The My911 Services may only be associated with a single Interactive Device at a time. You may not assign this Agreement or transfer Service to anyone else without MY911's express written consent.

5. **Service Availability.** Coverage maps of your network provider only approximate anticipated wireless coverage area outdoors. Our actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including your network provider's wireless coverage areas, network capacity, terrain and weather. You agree we are not liable for problems relating to Service availability or the quality of your wireless coverage that may negatively impact our Services.

6. * **Emergency Services**

6.1 You may use your Interactive Device for emergency purposes. MY911 may contract with a third-party provider ("Emergency Service Provider") to provide emergency monitoring services utilizing such party's 9-1-1 Emergency Call Center(s) ("ECC"). MY911 may transmit 9-1-1 Emergency Signals received, along with applicable Registration Data information and available location coordinates, to the ECC. An ECC would maintain a database of emergency responders in regions throughout the world (the "ECC Database"), and provide 9-1-1 Emergency Signal monitoring 24 hours a day,

7 days a week and 365 days a year. Upon receipt of a 9-1-1 Emergency Signal, ECC personnel would: i) contact, if available, the primary and secondary contacts identified by you in your Registration Data to attempt to validate the 9-1-1 Emergency Signal, ii) use the ECC database to identify appropriate emergency responder(s) according to available location coordinates; iii) contact the appropriate emergency responder(s) and inform them of the relevant facts in the Emergency Service Provider's possession (including available Registration Data information and/or location coordinates); iv) if you are traveling outside of your home territory, and it is consistent with the Emergency Service Provider's procedures, the Emergency Service Provider may contact the Embassy of your government consistent with your Registration Data, either in the location identified by the Location Information or their Washington, D.C. based Embassy, and provide them all relevant facts in the Emergency Service Provider's possession, and v) provide updates of location coordinates, as available, to the identified emergency responder. Upon contacting the emergency responder(s) and/or the Embassy and informing them of all relevant facts, MY911 and the Emergency Service Provider are released from all further legal responsibility and/or obligation to take any further action whatsoever. Should we or an Emergency Service Provider have reasonable cause to believe that an emergency condition does not exist, we and the applicable Emergency Service Provider reserve the right to only contact the primary and secondary contacts identified by you.

6.2 Provision of 9-1-1 Emergency Services is subject to the terms of this Agreement, including the limitations set forth in Section 14. It is possible that at some times and some locations, neither we nor an ECC will receive your transmission or that your transmission will be delayed. Further, the applicable emergency responder(s) shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures, and as determined by such constraints including, but not limited to, operational considerations, available resources, technical feasibility, meteorological conditions, medical and/or safety concerns whether for you or the emergency responder(s). In no event does this Agreement create a duty to rescue.

6.3 You are solely responsible for any charges that may be assessed by emergency responders for either false 9-1-1 emergency signals and/or in relation to search and rescue activities resulting from the transmission of a 9-1-1 Emergency Signal from your Interactive Device. In addition, should you deliberately or negligently misuse the 9-1-1 Emergency Service, MY911 reserves the right to assess a fee in order to recoup the costs incurred by the emergency services provider in responding to such misuse. Negligent and deliberate misuse includes, but is not limited to, pressing the applicable 9-1-1 button or SOS button to 'see if it works' or otherwise knowingly pressing the 9-1-1 button or SOS button when no emergency situation exists. Should it be determined by MY911 that you have deliberately or negligently misused the 9-1-1 Emergency Service, MY911 shall provide your credit card information on record to the applicable Emergency Service Provider. The Emergency Service Provider shall then, without further notice, bill your credit card the appropriate fee, calculated at a rate of \$345.00 per hour, or stated part thereof, for a minimum charge of one (1) hour and maximum charge of two (2) hours, for each such false 9-1-1 Emergency Signal event, and you shall be responsible to pay any such fee. If you purchase optional Search and Rescue Service, such Search

and Rescue services shall be subject to the terms of your separate agreement with the Emergency Service Provider.

6.4 You acknowledge and agree that none of the Services that may be provided to you, including without limitation 9-1-1 Emergency Services and access to nurseline services, create a doctor-patient relationship. You further acknowledge and agree that any nurseline services provided to you must be used in conjunction with, not as substitute for, appropriate medical care.

7. * Optional Services. You may be able to obtain an optional Search and Rescue (“SR”) membership from the Emergency Service Provider. Should you choose to purchase the optional SAR Service provided by the Emergency Service Provider, such contract will be directly between you and the Emergency Service Provider. MY911 is not a party and in no way liable to you for any damages or claims that may arise in connection with such optional SAR Service. The optional SAR Service is billed on an annual basis, and is dedicated to the primary registered user. Sample SAR benefits are as follows: payment of up to \$50,000 in any one year, limited to \$50,000 for any one incident, for the provision of necessary additional Search and Rescue resources (including helicopter, aircraft, private search teams etc.) up to the single incident limit for a period not exceeding 72 hours from the time of call for assistance, where these are requested by the appropriate rescue authorities, and which are necessary to prevent injury or illness or danger to human life as a result of an unforeseeable emergency or to pay for any costs and expenses claimed against you by the appropriate rescue authorities.

8. * Notices and Customer Communications. You may contact our Customer Care department at www.my-911.com or by calling 1.888.My911.21 or 888.699.1121 . Notices from us to you are considered delivered when we send them to your Interactive Device or by email or fax to any email or fax number you provide to us, or 3 days after mailing to your billing address. For multi-line accounts, a “Primary Telephone Number” may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. Written correspondence should be sent to 10939 N. Highland Hwy, PMB 114, Highland, Utah 84003. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the address above.

9. * Misuse of Service or Interactive Device. You agree not to misuse the Service or any Interactive Device, including: (a) reselling or rebilling our Service; (b) using the Service or Interactive Device to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service; (c) tampering with or modifying your Interactive Device; (d) engaging in other abusive or unsolicited communications; (e) reselling Services for profit, or tampering with, reprogramming or altering our Services; or (f) assisting or facilitating anyone else in any of the above activities. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms MY911, which cannot be fully redressed by money damages, and

that MY911 shall be entitled to immediate injunctive relief in addition to all other remedies available.

10. Our Rights to Limit or End Service or the Agreement. WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Interactive Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if you haven't yet been billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don't provide Service or more than 50% of your usage is off-net for any three months within any 12 month period; (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Interactive Device as described in Section 9; or (h) uses your Service or Interactive Device in a manner that is excessive, unusually burdensome, or unprofitable to us. We may impose credit limits, usage or other limits to your Service, suspend your Service, in our sole discretion and without notice. This paragraph constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you engage in any of the actions not permitted under this Agreement, including but not limited to failing to pay your bill when due, in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in MY911's sole discretion. If your Service or account is suspended or terminated and then reinstated, you may be charged a reactivation fee.

11. * Intellectual Property. You agree not to infringe, misappropriate or injure the intellectual property rights of MY911 or any third party associated with the Services or the Interactive Device. Except for a limited license to use the Services or Interactive Device arising from the sale of a product, your purchase of MY911 Services does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of MY911 or others related to the Interactive Devices and Services. You may only use the intellectual property of MY911 in connection with MY911 Service, unless expressly authorized by MY911 in writing. You agree that a violation of this section harms MY911, which cannot be fully redressed by money damages, and that MY911 shall be entitled to immediate injunctive relief in addition to all other remedies available.

12. * Privacy Information. Our Privacy Policy governs how we use information related to your use of our Service and is available online at www.my-911.com. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Interactive Device may automatically be stored on your SIM card, Interactive Device or your provider's network. Your data may remain on the Interactive Device even if your SIM card is removed; the data left on your Interactive Device will be accessible to others who use your Interactive Device, and may be deleted, altered, or transferred to network servers. Some Interactive Devices may automatically upload to MY911 network servers information stored on your Interactive

Device or your SIM card. How we use this information is governed by our Privacy Policy found at www.my-911.com.

13. * Disclaimer of Warranties. EXCEPT FOR ANY WRITTEN WARRANTY PROVIDED DIRECTLY TO YOU BY MY911, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND INTERACTIVE DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. MY911 MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMIT WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. MY911 DOES NOT WARRANT THAT THE INFORMATION, PROCESSES, OR SERVICES WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL, BUG- OR ERROR-FREE. MY911 DOES NOT MAKE ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES REGARDING ITS SERVICES, INCLUDING TIMELY OR EFFECTIVE EMERGENCY SERVICES, AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

14. * LIMITATION OF LIABILITY

14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, MY911 AND ITS SERVICE PROVIDERS, INCLUDING, IF APPLICABLE, THE EMERGENCY SERVICE PROVIDER, NURSELINE, AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF MY911 SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE SERVICES) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SERVICES.

14.2 MY911 AND ITS SERVICE PROVIDERS, INCLUDING, AS APPLICABLE, AN EMERGENCY SERVICE PROVIDER AND NURSELINE, AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF INTERACTIVE DEVICES, WIRELESS COVERAGE, GPS SYSTEMS,

ACCELEROMETERS, SATELLITE SYSTEMS, SERVICES, NURSELINE, 9-1-1 EMERGENCY MONITORING AND RESPONSE FROM AN EMERGENCY SERVICE PROVIDER.

14.3 MY911 AND ITS SERVICE PROVIDERS, INCLUDING WITHOUT LIMITATION NURSELINE, EMERGENCY SERVICE PROVIDERS, AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE TO YOU OR BE DEEMED TO BE IN BREACH OF THIS AGREEMENT IN RESPECT OF ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

14.3.1 MATTERS OUTSIDE OF MY911'S OR ITS SERVICE PROVIDERS' REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT ARE NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF ACCELEROMETERS, INTERACTIVE DEVICES, TELECOMMUNICATIONS, GPS AND/OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND; OR

14.3.2 FAILURE, DELAY OR INACCURACY OF GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR

14.3.3 FAILURE, DELAY OR INACCURACY OF THE INTERACTIVE DEVICE TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING ACCELEROMETER DATA, 9-1-1 EMERGENCY SIGNAL(S) AND/OR LOCATION COORDINATES, TO THE GPS SATELLITE; OR

14.3.4 FAILURE OF OR DELAY IN THE GPS SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO 9-1-1 EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND/OR GOOGLE MAPS™ DISPLAY, AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR ECC AS APPROPRIATE; OR

14.3.5 FAILURE OF OR DELAY IN YOUR E-MAIL, SMS, OR CELLPHONE PROVIDER TO TRANSMIT A MESSAGE FORM OR TO YOU, OR FAILURE OF OR DELAY OF AN ECC OR EMERGENCY RESPONSE PROVIDER TO RESPOND TO 9-1-1 EMERGENCY SIGNAL(S).

14.4 IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF MY911 AND ITS SERVICE PROVIDERS, INCLUDING THE EMERGENCY SERVICE PROVIDER, AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY YOU.

14.5 THE LIMITATIONS IN THIS SECTION 14 SHALL APPLY TO ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES HOWSOEVER CAUSED AND WHETHER FOR BREACH OF CONTRACT, IN TORT, BY WAY OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

15. * Indemnification. You agree to defend, indemnify, and hold MY911 harmless from any claims arising out of use of the Service or any Interactive Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your Service or Interactive Device.

16. * Enforceability and Assignment. A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we don't enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid, that part may be severed from the Agreement. You can't assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Interactive Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase an Interactive Device, services, or content from a third party, you may have a separate agreement with the third party; and in no event will MY911 be considered a party to that agreement. The original version of this Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked "*" survive and continue after termination of our agreement with you for a period of five years.

17. Voluntary Suspension. We may (but are not obligated to) allow you to voluntarily suspend Services and any amounts in your Monthly Account or unused Allotments will not be refunded or credited. Upon voluntary suspension, your Services will no longer be available for use. To maintain the voluntary suspension and avoid cancellation, you must pay a monthly access fee and the Control Charge (if not using Easy Pay) for each line in advance of each month of the voluntary suspension.

18. * Choice of Law. This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Utah, USA, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) Salt Lake City, Utah; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

ADDITIONAL TERMS AND CONDITIONS.

You may be billed for Services (i) in one lump sum prepaid payment for a specified term or (ii) on a monthly basis spread over the term of the Agreement. Billing for the Services may be directly through MY911 or through a third party provider. Based upon how you are billed for Services, one or more the following provisions apply to you and your MY911 account.

19. Monthly Billing Directly to MY911. You may access billing details on our website at www.my-911.com. If your "Amount Due" differs from the amount stated on your Payment Reminder, you must pay the Amount Due as stated on www.my-911.com to continue Service. If you do not pay the Amount Due by the date on your Payment Reminder, your monthly Services will not be available. If you pay after the date on your Payment Reminder, the Amount Due will be prorated for the number of days remaining in your Service cycle. If you partially pay, your Services will not be available until your partial payment is equal to or greater than the prorated charges for Service for the remaining days in your Service cycle. To start Services during the last five days of the Service cycle, you must pay for those days plus the Amount Due for the following Service cycle. If you do not pay that full amount, then your payment will be applied as a partial payment toward the Amount Due for the next month's Service cycle.

19.1. * Your Term of Service and Termination Fees. You agree to maintain Service with us for your minimum term ("Term") specified in your Agreement. Periods of suspension of Service do not count toward your Term. After your Term, you will become a month-to-month customer. EXCEPT FOR MONTH-TO-MONTH CUSTOMERS, AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE THE END OF YOUR TERM, OR IF WE TERMINATE IT EARLY. FOR SERVICE ACTIVATED, THE EARLY TERMINATION FEE IS \$200 TIMES ONE MINUS A FRACTION, THE NUMERATOR OF WHICH IS THE NUMBER OF FULL MONTHS THAT YOU HAVE PAID WITH RESPECT TOWARDS THE CURRENT TERM, AND THE DENOMINATOR OF WHICH IS THE FULL NUMBER OF MONTHS IN THE CURRENT TERM OF YOUR AGREEMENT. For example, if you have a twenty four month term, and your Agreement is terminated after month eighteen, then the termination fee would be \$50 ($\$200 \times (1 - 18/24)$). The Early Termination Fee is part of our rates and is not a penalty. The Early Termination Fee applies only to the extent permitted by law. Unless you request otherwise, your termination will be effective at the end of your current billing cycle. You will remain responsible for all fees and charges for your Service and usage through termination.

19.2. * Cancellation and Returns. You cannot cancel your Service without paying an Early Termination Fee. If you activated your Service through an authorized MY911 dealer, the dealer's return policy may require additional fees to be paid.

19.3. * Billing & Credit Checks. We will send you a bill that summarizes your Charges; you may review your bill details on our website at www.my-911.com or, at your request and for an additional charge, we will provide detailed bills. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. You may be billed additional Charges or fees for certain features and services such as concierge services. Credit Checks: You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that

a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

19.4. * Payments, Late Fees & Deposits. If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or \$5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check is dishonored or returned, we may charge you up to \$20, require another payment method, and/or immediately suspend or cancel your Service. We will not honor and you agree that we will not be bound by limiting notations you make on or with your checks.

Puerto Rico customers: This paragraph constitutes notice that you may be assessed a fee for returned checks. This also constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you do not pay in full within the time stated on your bill or if your financial institution dishonors or returns a check for insufficient funds.

20. * Taxes and Fees. You agree to pay all taxes, fees, and surcharges ("Taxes & Fees") imposed by the government. We may not always give advance notice of changes to these items. To determine Taxes & Fees, we will use the street address you identified as your Place of Primary Use ("PPU"). The PPU for Puerto Rico customers must be in Puerto Rico. If you did not identify the correct PPU, or provided us with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default PPU.

21. Prepaid Payment for MY911 Services. As an alternative billing method that may be used by MY911 or a third party provider, you may be required to pay a lump sum amount up front for the entire term of the Agreement. In such event, Services will not be effective until payment has been received by MY911 or the applicable third party provider. Service will be suspended if your payment is dishonored or returned. The charges for Service and the expiration period for your prepaid account balance may vary; see www.my-911.com for more information. Prepaid Service is non-refundable (even if returned during the return period), and no refunds or other compensation will be given to you.

The following Section only applies to those that elect to receive paperless billing directly from MY911.

22. Paperless Billing Terms and Conditions – Supplemental Terms and Conditions.

These Paperless Billing Terms and Conditions ("PBTC") are in addition to my other contracts with MY911. If so elected, to the extent there is a conflict between these PBTC and the MY911 Terms and Conditions, these PBTC will govern. By agreeing to receive my Bill electronically I agree to the following:

22.1. Paperless Billing. I may view my paperless MY911 Bill for wireless services ("Bill") online by accessing my account at www.my-911.com.

22.2. Payment. I will pay my Bill (including any late fees) timely, whether or not I receive a Bill notice or am able to access my paperless Bill.

22.3. Not receiving a Bill notice. MY911 will attempt to send me a Bill notice to my current e-mail address in MY911's records. It is my sole responsibility to contact MY911 directly if I do not receive my Bill notice. I agree to hold MY911 harmless for any delay or failure to deliver notice.

22.4. Paper copies. I understand that I may print a paper copy of my Bill from www.my-911.com. I may also request a paper copy of my Bill and MY911 may charge me a fee for each paper copy provided to me.

22.5. Criteria. MY911 will set the criteria for paperless billing eligibility and may, at any time, cancel paperless billing for my account and send me a paper Bill.

22.6. Commencement. If I choose this paperless billing service, I understand that it may take several months before I stop receiving a paper Bill and start receiving notices for my paperless Bill. MY911 may accept or deny my request for paperless billing in its sole discretion. While my paperless Bill service is being activated, it is my responsibility to keep my accounts current.

22.7. CANCELLATION. I MAY CANCEL PAPERLESS BILLING AT ANY TIME AND REVERT TO RECEIVING A PAPER BILL BY GOING TO THE BILLING TAB OF THE PROFILE SECTION IN MY MY911 OR BY CONTACTING CUSTOMER CARE. MY911 MAY CHARGE ME AN ADMINISTRATIVE FEE FOR CANCELING PAPERLESS BILLING AND REVERTING TO PAPER BILLING.

22.8. Password. Access to my MY911 is password protected, I understand that it is my responsibility to maintain and safeguard all user names and passwords for paperless billing. I will not give or make available my password or other means to access my account to any unauthorized individuals. If I permit another person to access my paperless Bill or my password I am responsible for any transactions they authorize.

22.9. Unauthorized use. I agree not to use someone else's information to gain unauthorized access to another person's Bill.

22.10. Information I provide. The information (including my e-mail address and my MY911 number) I provide to MY911 is accurate and complete.

22.11. Updating information. MY911 does not automatically update or change my personal information, such as my name, address, phone number(s), and e-mail address for my paperless billing account. Any changes to such information will need to be made by contacting Customer Care.

22.12. System compatibility and blocking. The ability to receive Bill notices is system and Internet Service Provider dependent. To accurately view your paperless Bill, your system must be running Microsoft Internet Explorer 5.0 or higher. Some ISPs may block e-mail from senders who are not on a "contacts" list, so I may not receive my notification unless I specifically add MY911 to my contacts or "people I know."

22.13. Other notices. I agree to accept legal and other notices (such as notices about changes to my MY911 Terms and Conditions, rate plan, equipment, services, or features) electronically.

22.14. Authority. I have the authority to accept Paperless Billing (and discontinue receiving a paper bill) for this MY911 account.