

# Terms and Conditions – Consumer/Residential Accounts

WaveFi Tech, LLC (“WaveFi Tech” or “Company”) is a provider of products and services designed to connect its subscribers to the Internet. Throughout our agreements, we may refer to the products, and services we offer as “Services” for short. Fixed Wireless Access (FWA) refers to internet connectivity over the cellular network. VoLTE refers to voice services that are connected using the cellular network.

WaveFi Tech’s services may be provided by a local subsidiary or affiliate of WaveFi Tech. WaveFi Tech and its subsidiaries are located at: 8845 Caratoke Hwy Suite 5 Point Harbor, NC 27964

Throughout these Terms and Conditions, we may refer to any of our subsidiaries as “WaveFi Tech,” or “Company,” and references to WaveFi Tech. or WaveFi Tech (or us/we/our) shall be deemed to refer to the entity from which you have ordered Services.

The Services that you receive from WaveFi Tech are subject to any and all terms identified in these Terms and Conditions, as well as the applicable WaveFi Tech Subscriber Agreement (if a separate agreement is entered by you), Privacy Policy, Acceptable Use Policy (the “AUP”), Service Level Agreement (the “SLA”) and any services orders you have placed with and, which have been accepted by, WaveFi Tech (“Service Orders”). **If you have subscribed to voice Services, your Services are also subject to the Voice Addendum at the end of these Terms and Conditions, and the E911 Notice posted at [www.wavefitech.com](http://www.wavefitech.com). By accepting and using our voice Services, you represent and warrant to us that you have read, understood and agreed to the E911 Notice.**

Copies of the Privacy Policy, the AUP, the SLA and the E911 Notice are available online at [www.wavefitech.com](http://www.wavefitech.com). WaveFi Tech may change these documents from time to time. WaveFi Tech does not commit to providing prior notice of any changes unless required by law.

If you are accessing our Services through a third party who has a contractual relationship with WaveFi Tech, such as a reseller, certain terms below regarding ownership, payments, billing and installation of our Services may not be applicable to you. **All other terms, including but not limited to the acceptable usage of our Services, our rights to suspend or terminate Service, and, in the case of voice Services, the E911 Policy, still apply.** Additionally, that reseller or other provider may have additional rights to terminate or suspend your Service, or shorter periods for you take certain actions. That reseller/provider should have provided you with its customer agreement or terms and conditions, and you should contact them for questions regarding their terms that are different from those contained herein.

By agreeing to our terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself as well as others who may access or use the Services you ordered.

By placing an order for Service, or using or accessing our Services, you hereby agree to all of our Terms and Conditions, including the following:

### **Service Availability & Eligibility**

WaveFi Tech does not guarantee the eligibility to receive Services at a particular location or address, and you agree that only WaveFi Tech may determine whether or not such Services will be made available.

### **Usage of Services**

You agree not to misuse our services. Our Acceptable Use Policy contains examples of activities that we prohibit. Without limiting the AUP, don't do anything illegal or improper. Do not try to manipulate the services we provide or try to degrade our Service for other users. Do not copy, modify, decompile or reverse engineer any software or other product we provide you as part of the Services, and do not attempt to do so. Violations of the AUP are considered material breaches of your Agreement with us and may lead to termination of your Services.

### **Prohibited Business Usage**

Your account is for personal or residential use only. You may not use the Services for commercial purposes. Unless we have entered into a written agreement explicitly allowing otherwise, WaveFi Tech prohibits the resale, repackaging or other offering of the Services to any third party.

### **Service Installation**

During the course of a normal installation, you must provide access to numerous areas of your location. You hereby agree to provide all access deemed necessary by WaveFi Tech or its contractors so that wiring, equipment, and any other hardware necessary for the usage of our Services may be installed.

Our installers and technicians will not enter a customer location unless an adult at least eighteen years of age or older is present. Any adult at your service address may grant WaveFi Tech, its installers, technicians or contractors, access to the premises and permission to perform the installation of our Services. You agree that this authorization will have the same effect as if you had authorized the installation yourself.

You agree that WaveFi Tech may use any and all existing facilities necessary to aid in the installation of our Services including risers, conduits, shaft ways, and wiring in and around your premises.

If you do not own your premises, the owner or an authorized representative (such as a building manager or landlord) will need to sign a Building Access Agreement which permits WaveFi Tech to install our Services. You must request a Building Access Agreement form from WaveFi Tech and contact the owner or owner's representative of your premises to obtain their authorization.

You agree to reimburse WaveFi Tech for any costs, including but not limited to: permitting fees, labor, materials, and attorneys' fees, resulting from the lack of proper authorization for installation.

In order to provide Service to you, WaveFi Tech may need to install wiring and/or other hardware; by way of example, we may need to install fiber-optic wiring and provide a device capable of receiving the fiber signals. You agree that the wiring and the device will remain WaveFi Tech's property at all times. You agree to be held liable for the cost of repairing or replacing the wiring and device as a result of damage or negligence.

### **Service Maintenance**

From time to time, WaveFi Tech may need to replace the device(s) in your residence to improve the quality of service, accommodate for an advancement in technology or to perform repairs. You agree to grant WaveFi Tech access to perform the replacement on a schedule deemed reasonable by both parties.

### **Cancellations.**

If you cancel any appointment for installation or maintenance on less than twenty-four (24) hours' notice before the beginning of your appointment window, or if you fail to have an adult on the premises to permit WaveFi Tech entry during your scheduled appointment window. WaveFi Tech may charge you a cancellation fee. You will be informed of or directed to our current cancellation fees at the time of scheduling your installation or maintenance.

### **Billing & Payment**

#### **Installation Fees & Pre-Payment**

In addition to the charges for Services, taxes and fees discussed below, you may be required to remit a payment in advance of installation or commencement of Services to WaveFi Tech for purposes including but not limited to: a "Network Compliance Fee," to recover administrative and other costs incurred by WaveFi Tech related to its Internet access service offerings; a "VoIP Administration Fee," or "VoIP Cost Recovery Fee," to recover costs incurred by WaveFi Tech for fees, contributions and/or charges

associated with telecommunications services for the sight and hearing impaired, local number portability, North American Numbering Plan administration, and administrative costs, fees and expenditures related to compliance with Federal and state regulatory programs and annual FCC regulatory fee obligations, along with other carrier and administrative expenses; construction fees; installation fees; activation fees; and pre-order charges. WaveFi Tech may, but shall not be required to, post on its website from time to time a description of taxes and/or fees that will be assessed upon its Services. Voice customers may also see descriptions of some of the fees which may be imposed on voice Services in the Voice Addendum.

Your payment, and our receipt of such payment, does not obligate WaveFi Tech to provide any Services to a particular location or address.

Should you fail to perform contractual obligations necessary for WaveFi Tech to provide its Services, you may not be eligible for a payment refund. If you cancel your order before WaveFi Tech determines that Services will not be delivered, you may not be eligible for a payment refund. If WaveFi Tech determines that Services will not be delivered to that location or address for any other reason, WaveFi Tech will refund your payment.

### **Service Charges**

You agree to pay for the Services you order or receive in accordance with our billing practices, along with any other charges or fees incurred. WaveFi Tech reserves the right to change our prices and fees from time to time. You are responsible for all taxes, surcharges, levies, or fees assessed on the Services you receive by any governmental body or charged by any wholesale carrier used by WaveFi Tech to provide those Services, which may include, without limitation, sales or use taxes, federal and state Universal Service Fund fees, Telecommunications Relay Services fees, and E911 fees or taxes, as well as cost recovery surcharges as permitted by law.

WaveFi Tech begins billing for its Services on the day they are installed or otherwise made ready for usage. Any adjustment to the billing date must be agreed upon by you and WaveFi Tech, in writing, and before your installation.

### **Accepted Payment Methods**

WaveFi Tech accepts the following major credit cards: Visa, MasterCard, American Express, Discover. WaveFi Tech also accept payments via Automated Clearing House (ACH) and wire transfer.

### **Late Fees**

Please pay your bill on time. Your bill is due upon receipt. If you fail to pay your bill within fifteen (15) days of its due date, WaveFi Tech reserves the right to charge a late fee in the amount of 7.5% of the balance.

## **Suspension for Non-Payment**

WaveFi Tech reserves the right to suspend some or all of the Service(s) it provides to you if you fail to pay your bill in full when due. Accounts with balances greater than 30 days past due are reviewed for possible suspension. WaveFi Tech may charge service reconnection fees in its sole discretion, and Services are typically restored immediately upon receipt of payment.

## **Termination and Cancellation**

The Service is sold with an initial term of 36 months ("Initial Term"), unless otherwise specified differently in the addendum section, which shall automatically renew each year after the Initial Term, for one (1) year ("Renewal Terms") at each anniversary thereof unless extended as part of a Customer requested service modification requiring such extension or terminated by Customer by providing WaveFi Tech with its notice of intent to terminate its service not less than thirty (30) days prior to the expiration of the then current (Initial or Renewal) in effect at that time and in accordance with our Termination guidelines. The Service and Initial Term commences upon Customer's execution of a Service Order.

WaveFi Tech reserves the right to terminate some or all of the Services it provides to you at any time, or to cancel or discontinue any Services, in its sole discretion, for any reason, upon thirty (30) days' prior written notice; provided, that if a Service is discontinued or cancelled due to Force Majeure (as defined under "Miscellaneous" below) or the loss of any required governmental authorizations, WaveFi Tech may terminate such Services immediately without notice.

Unless explicitly stated in your Service Order, you may upgrade, downgrade, or cancel your Services at any time upon thirty (30) days' prior written notice to WaveFi Tech. No refunds (in whole or pro-rated) will be provided as a result of service modifications or cancellations.

WaveFi Tech may allow you to pay certain fees or charges in multiple installments. In the event that your Services are canceled or terminated before you have paid the entire fee or charge, you agree to pay any outstanding balances at the time of cancellation or termination.

Should Customer desire to cancel / terminate Services the Customer must provide written notice via overnight courier service (e.g., FedEx or UPS), or Certified Mail Return Receipt, no less than 30 days prior to the desired date of termination. If you received special discounts for agreeing to a fixed Term other than month-to-month, and cancel before the end of the agreed Term, WaveFi Tech may, in its sole discretion, require you to reimburse the amount of that discount prorated over the remaining months in your Term. Any such special discounts or offers may be made available solely at WaveFi Tech's discretion from time to time, and the terms of any such discount

or offer, if applicable to your Service Order, will be disclosed at the time your Service Order is solicited or placed.

### **Automatic Renewal**

This Agreement shall automatically renew on a monthly basis, unless you send notice of cancellation as described above.

If you agreed to a fixed Term in excess of month-to-month, and that Term will renew for longer than month-to-month periods, the Company will send you a renewal notice 30 days prior to expiration of the Term in compliance with North Carolina Consolidated Laws, General Obligations Law – GOB § 5-903 and other applicable laws.

### **Customer Service**

WaveFi Tech provides Customer Service via multiple channels.

- To speak on the phone with a WaveFi Tech representative, you can call us at 252-722-9283.
- To contact a representative via email, you can email [info@wavefitech.com](mailto:info@wavefitech.com).

Maintenance and support services are subject to the SLA.

### **Intellectual Property; Ownership of Service.**

Unless otherwise expressly agreed in writing, WaveFi Tech is and remains the owner or licensee of all intellectual property included in the Services and any software, hardware, equipment or other products provided hereunder. WaveFi Tech grants you a limited, non-transferable license or sublicense, as the case may be, during the Term, to use the Services and such software, hardware, equipment or products solely in accordance with, and for the purposes of, this Agreement.

You will not, and will not attempt to, copy, modify, reverse engineer or decompile any Services, software, hardware, equipment or other product.

### **Customer's Content**

Customer is solely responsible for the content of all information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by Customer while utilizing the Service ("Customer's Content") and for the consequences of doing so, including any loss or damage to Company or any third parties. Company has no responsibility to Customer or any third party for Customer's Content.

Company reserves the right to, but shall have no obligation to, pre-screen, refuse, flag, filter, or remove any of Customer's Content from the Service at Company's discretion without notice or liability to Customer or any other party.

Customer retains copyright and any other intellectual property rights Customer holds in Customer's Content. Customer shall remain solely responsible for protecting and enforcing such rights where applicable.

Customer hereby grants to Company a non-exclusive, worldwide, royalty-free, sub-licensable, transferable, perpetual, irrevocable license to use, modify, adapt, translate, publish, publicly perform, publicly display, reproduce, prepare derivative works of, and distribute Customer's Content solely for the purpose of providing and distributing the transmission of such Customer Content, as is necessary to the successful provision of the Service to Customer. Customer represents and warrants that it has all necessary rights, licenses, consents, and permissions to grant such license and permit such use.

Company will endeavor to store Customer's voicemail, sent or received call logs, and/or instant messages as part of the Service, however Company is not obligated to do so and Company has no responsibility or liability for the deletion or failure to store any of the foregoing.

### **Other Users' Content**

Company does not control and shall have no liability or responsibility for the 1) conduct or 2) content of any information and communications, whether visual, written, audible, or of other nature, sent, displayed, uploaded, posted, published, or submitted by other users via the Service, including but by no means limited to advertisements or sponsored content (item (2) collectively referred to as "Other Users' Content").

Other Users' Content may be protected by copyright and other intellectual property rights of such other users or other persons. Customer shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works based in whole or part upon Other Users' Content unless specifically agreed to by the owners of such Other Users' Content in a separate written agreement with Customer.

It is Company's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including in the United States the Digital Millennium Copyright Act) and to terminate the accounts or subscriptions of repeat infringers.

### **Disclaimer of Warranties and Limitation of Liability**

Our Services are provided on an "as is" and "as available" basis. Neither we, nor our licensors or suppliers make any warranties of any kind with respect to these services. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING

WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Without limiting the generality of the foregoing, you acknowledge and agree:

- Our equipment, products, and services are not guaranteed to work, to be error or virus-free, or to be compatible with any services, equipment or software not provided to you by WaveFi Tech or our licensors or suppliers (including customer owned equipment).
- The Services and the communications you make using them may not be secure. You are responsible for securing your data and communications. WaveFi Tech will not be responsible if any third-party gains access to the Services, the equipment provided to you, your own equipment, or your data.
- The Services may inherently result in damage or loss to your own services, equipment, software, or data. We are not responsible for any such damage or loss. This includes damage or loss resulting from software downloaded or other changes that are made to your own equipment.

Neither we, nor our employees, agents, licensors, or suppliers will be liable to you for any indirect, special, consequential or punitive damages on any claim arising out of or related to your relationship with us, or our provision of the Services, whether based on breach contract, tort, violation of law or any other legal theory. Customer will only be entitled to direct damages caused by our uncured breach of this Agreement, up to an amount equal to Customer's monthly recurring charges for the twelve (12) months immediately preceding the date on which Customer notified Company of such breach.

### **Choice of Law & Venue**

Any claim arising hereunder shall be construed in accordance with the substantive and procedural laws of the State of North Carolina, without regard to principles of conflict of laws. You agree that any dispute arising from or relating to the subject matter of these Terms of Service that are not resolved under the dispute resolution and arbitration procedures below shall be subject to the exclusive jurisdiction and venue of the state and Federal courts of North Carolina.

### **Dispute Resolution Procedure**

We want to resolve any dispute quickly, fairly, and professionally. You and WaveFi Tech agree to the following dispute resolution procedure.

In the event of any controversy, claim, action, or dispute arising from or related to: 1. our website; 2. our agreements; 3. our services; 4. the breach, enforcement, interpretation, or validity of our agreements; 5. any other dispute between you and WaveFi Tech, the party asserting the dispute shall first try in good faith to settle such dispute by providing written notice to the other party (by overnight courier or first class mail) describing the facts and circumstances (including any relevant documentation) of the dispute and



allowing the receiving party 30 days in which to respond to or settle the dispute or, except as provided elsewhere herein, to cure the alleged breach.

Notice shall be sent to (1) if to WaveFi Tech or its subsidiaries at: PO Box 68 Harbinger, NC 27941.

Both you and WaveFi Tech agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any arbitration or filing any claim against the other party.

### **Arbitration & No Class Action**

You and WaveFi Tech agree that any dispute or claim, including without limitation, statutory, contract or tort claims, relating to or arising out of this Agreement or the alleged breach of this Agreement shall, upon timely written request of either party, be submitted to binding arbitration. The party asserting the claim may elect to have the arbitration be in-person, telephonic or decided based only on written submissions. Notwithstanding the foregoing, WaveFi Tech at its discretion may chose not to arbitrate and file litigation in a Court of competent jurisdiction in the event that Customer (a) fails to timely pay any amount due hereunder, (b) violates the AUP, or (c) engages in any other act or omission that violates the intellectual property rights of Company or its licensors or interferes with the operation of the Services. Customer agrees that claims arising under or related to the foregoing subparagraphs (b) and (c) would cause irreparable damage to WaveFi Tech, for which monetary damages would not be sufficient, and therefore WaveFi Tech shall be entitled to temporary or permanent injunctive relief, without the necessity of posting bond, in addition to all other remedies available to it at law, in equity or hereunder.

Subject to WaveFi Tech's right to forego arbitration, the arbitration shall be conducted in the County and State of North Carolina. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service who is selected pursuant to the applicable rules of the AAA. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Either you or WaveFi Tech may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce or vacate an arbitration award. Each party shall bear its own costs in connection with any suit or arbitration.

**YOU AND WAVEFI TECH EACH WAIVE ANY RIGHT TO A TRIAL BY JURY.**

**NO CLAIM SUBJECT TO THIS PROVISION MAY BE BROUGHT AS A CLASS OR COLLECTIVE ACTION, NOR MAY YOU ASSERT SUCH A CLAIM AS A MEMBER OF A CLASS OR COLLECTIVE ACTION THAT IS BROUGHT BY ANOTHER CLAIMANT.**

The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

### **Limitation of Actions.**

ACTIONS ON DISPUTES BETWEEN THE PARTIES MUST BE BROUGHT IN ACCORDANCE WITH THESE TERMS OF SERVICE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

### **Miscellaneous**

The parties will observe all applicable laws and regulations, including export and re-export laws and regulations, when using the Service.

Company may assign the Agreement to any of its affiliated entities or to any entity to which Company may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid.

Company may partner with others or subcontract any or all of its obligations under the Agreement but will retain its responsibility to Customer for the timely performance of the work necessary to the provision of Service properly paid for by Customer.

Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials, systems, subsystems, components, underlying services or transportation facilities ("Force Majeure").

Any notice required or permitted under this Agreement shall be deemed properly made when delivered by email, facsimile, messenger, overnight courier, or mailed via Certified or Registered Mail (Return Receipt Requested) if to Customer: to the information Company has on file; and if to WaveFi Tech to its address listed under the Dispute Resolution section of these Terms of Service. Notices will be considered effective when sent or posted.

Your Agreement and/or Service Order, including these Terms of Service, any Addenda or attachments, the SLA, the AUP and, if applicable, the E911 Notice, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and will supersede all previous and contemporaneous communications, representations or understandings, oral and/or written, between the parties relating to

that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the original unenforceable provision will be changed only minimally as required for it to be enforceable and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a continuing or permanent waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.

WaveFi Tech may modify these Terms of Service, the Voice Addendum, and/or the policies referenced herein from time to time. Except as provided in the foregoing sentence, the Agreement may not be modified except in a written instrument signed by the parties.

## **Voice Addendum**

### **VoLTE e911 Compliant Voice Line**

Customer agrees to monthly autopay and acknowledges the 911/e911 Disclosure when accepting terms and conditions.

36-month agreement  
12-month term after 36 months  
Installation + Activation: \$129.98  
Monthly Connectivity: \$39.98

Reconnection Fee Due to Non-payment: \$125.00. After 90 days of non-payment and the customer has not transferred the account or attempted to pay Reconnection Fee, the cancellation charge will be applied and the customer will be responsible for paying this amount in full before services can be restored.

Transfer Fee: \$95.00

Customers can avoid cancellation fees by transferring service to another customer if the address where services provided remains the same. i.e., In the event the house is sold, and the new owner would like uninterrupted services.

### **Cancellation Policy**

Customers have up to 30 days to cancel services and receive a full refund for the monthly connectivity fee. Customers will not receive a refund for the installation fee. After 30 days the customer can cancel services but will incur a cancellation fee up to the amount of the remaining term which must be paid prior to services being deactivated.

### Data Plan Rate

1GB of data is included in the VoLTE e911 Compliant Voice Line and customers will be charged \$11.00 for each additional GB of data used over the included 1GB of data.

### VoLTE Minutes

50 Free VoLTE Minutes are included in the monthly connectivity fee. After the 50 Free VoLTE minutes have been used customers will be charged \$0.03 per minute for the remainder of the billing cycle. 50 Free VoLTE minutes will be renewed at the beginning of each billing cycle.

### Billing Cycle

Upon installation, customers will be charged a monthly connectivity fee that will be prorated where applicable. Customers will be charged the full amount, \$39.98, at the beginning of the new billing cycle on the 1st of each month thereafter.