

# SBC Wireless Internet Service Agreement

By establishing an account and/or using any services supplied or provided by SBC Wireless, Inc., (“**SBC Wireless**”), a wireless internet service provider, (the “**SBC Wireless Services**” or “**Services**”) you (the “**Customer**”) agree to be bound by this Wireless Internet Service Agreement (the “**Agreement**”) and to use the Services in compliance with this Agreement, the ensuing SBC promulgated “**Acceptable Use Policy**,” Privacy Policy, FCC Open Internet Disclosure as well as other SBC policies.

The following terms and conditions shall apply to customers subscribing to SBC Wireless Services. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing SBC Wireless Services, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as SBC Wireless may modify it from time-to-time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern. In the event that any portion of this Agreement is altered or changed by SBC Wireless, the latest version shall be available at [www.sbc-wireless.com](http://www.sbc-wireless.com) and shall be effective when posted to that site (the “**Site**” or “**Website**”). Customer agrees to review the latest version of the Agreement available at the Site from time-to-time to be aware of any changes.

## Plans and Costs

The following sets for the basic plans offered by SBC Wireless and indicates the plan chosen by Customer.

### Residential Internet Packages

- **\$69.99 per month - Basic** – 5 Mbps Download 1 Mbps Upload  
Basic Internet Usage: Email | Facebook | General Web Browsing

- **\$99.99 per month – Basic Plus** – 7 Mbps Download 2 Mbps Upload  
Internet Usage: Email | YouTube | Facebook | General Web Browsing

- **\$109.99 per month - Prime** – 10 Mbps Download 3 Mbps Upload  
Great for Personal Use ; Email | Facebook | Watch Videos

- **\$119.99 per month - Advanced** – 15 Mbps Download 5 Mbps Upload  
Best for Multiple Users ; Stream Movies | Download Music | Single VoIP

- **\$159.99 per month - Extreme** - 25 Mbps Download 10 Mbps Upload  
Download HD Movies | Download Music | MMG Online Gaming

Prices may change without notice to Customer effective on the first day of the first full calendar month after a price change. Customer should review periodically the SBC Wireless pricing at [www.sbc-wireless.com](http://www.sbc-wireless.com).

### Business Internet Packages

- **\$119.99 per month - Prime** – 15 Mbps Download 5 Mbps Upload
- **\$159.99 per month - Advanced** - 25 Mbps Download 10 Mbps Upload

## Billing

Billing (an **“Invoice”**) for Services rendered will be sent to the Email address given by Customer to SBC Wireless on the first (1<sup>st</sup>) through the tenth (10<sup>th</sup>) of each month. Customer may request a paper bill with a fee for that service being charged by SBC Wireless of \$5.00 per invoice.

### **Payment Policies and Terms**

Invoices and any other charges owing by Customer to SBC Wireless hereunder shall be paid by credit card, debit card or cash. Full payment from Customer is due on or before the tenth (10<sup>th</sup>) day after an Invoice is Emailed or mailed to the Customer (the **“Payment Period”**). SBC Wireless is not required to accept any Customer payment check and tendering a check in payment of any Invoice may be treated by SBC Wireless as if no payment has been made. Customer assumes all risk that SBC Wireless may treat a check tendered by a Customer as non-payment. Should SBC Wireless accept a check from a Customer for payment and such check is returned unpaid, then SBC Wireless may assess a bad check charge of \$25.00 to the Customer’s Account and immediately declare the Account to be delinquent and suspend providing Services to the customer until the Customer has fully paid any outstanding balance owing under the Account.

A \$15.00 late payment fee (a **“Late Charge”**) shall be assessed on any account not paid within the Payment Period. Accounts remaining unpaid for thirty (30) days or more shall be deemed delinquent. Delinquent accounts shall be placed on accounting hold and Services to the Customer shall be suspended until the account is paid in full. For any Customer’s account that has been placed on suspended service, SBC Wireless reserves the right, at its sole discretion to charge a \$200.00 reconnection charge (a **“Reconnection Charge”**) to the customer’s Account to reactivate the Services after the reconnection charge has been paid. At the sole and absolute option of SBC Wireless, Service to the customer may be discontinued for Customer’s failure to timely pay any Invoice until the delinquent payment plus any Late Charges or Reconnection Charges have been fully paid.

In the event of a lawsuit to collect any unpaid balance owing by Customer, Customer agrees to pay reasonable attorney fees, costs of suit and for travel time to court. Should termination hereof occur for any cause or reason, then customer agrees to reimburse SBC Wireless for unreturned equipment. Customers are responsible for all lost, damaged or stolen equipment and will be charge (a **“Equipment Charge”**).

### **Equipment Charge**

- **\$699.99 – Radio** - Customers Subscribe Module, (SM)
- **\$159.99 – Dish** - Customers Dish or J-arm
- **\$399.99 – Router** – cnPilot R201P router or cnPilot R190W router
- **\$59.99 – Power Brick** – Black Power Brick
- **\$399.99 – Travel Time** – To court and (or) to pick equipment up

Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

SBC Wireless will only give account information to the registered account holder and others which the Customer advises SBC Wireless is/are authorized to have access to Account information and make changes to the account in any way.

### **Term and Termination**

The term of this Agreement shall be a month-to-month and customers will be billed each month even if service is not used from and after the date Service is installed (the “**Initial Term**”) and will include in month-to-month any fractional month at the beginning of the Initial Term if the date of Service is other than the first (1<sup>st</sup>) day of a month. After the Initial Term, This Agreement and the obligations of SBC Wireless and Customer shall continue on a month-to-month basis. Customers will be billed for full calendar month services even if customer does not use the service. A customer can cancel service any time and day in a month but will not be reimbursed for that month. A customer that has been deemed delinquent or has canceled service can be charged \$200.00 reconnection charge.

SBC Wireless reserves the right to terminate this Agreement, Customer’s password, account, or use of the Services, at any time, for any reason without prior notice, including, but not limited to, if SBC Wireless, in its sole discretion, believes Customer has violated this Agreement, SBC’s Acceptable Use Policy, or any of the applicable user policies, or if Customer fails to pay any charges when due. SBC Wireless may, but is not required to, provide termination notice to Customer. If termination notice is given by SBC Wireless, such may be given by email addressed to Customer’s email account or by US Mail or courier service to the address Customer provided by Customer for the Service as such contact information may have been changed by Customer.

Termination by SBC Wireless for violations of the Acceptable Use Policy shall also be subject to the termination as described above.

### **Additional Fees**

In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included with the standard install will be billed to Customer at the rate of \$90.00 per man hour.

### **Equipment and Scope of Work**

All equipment, modems, routers Customer modules, antennas and standard mounting equipment furnished by SBC Wireless (“**SBC Equipment**”) will at all times remain the property of SBC Wireless. SBC Wireless reserves the right to require Customer to use SBC Equipment up to and including a router and for which Customer will be charged a reasonable rental rate. Customer may not sell, transfer, lease, encumber or assign all or part of the SBC Equipment to any third party. Customer shall pay for the full retail cost of, or the repair or replacement of, any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned SBC Equipment or part thereof, together with any costs (including attorney fees) incurred by SBC Wireless in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Customer authorizes SBC Wireless to retrieve from Customer’s premises equipment that is owned by SBC Wireless.

## **Standard Maintenance**

SBC Wireless connection point ends at the Customer router. Any trouble beyond SBC's network or equipment is the full responsibility of the Customer and, if applicable, Customer's Network Administrator or vendor. Standard maintenance is limited solely to SBC Wireless's network and backbone connectivity and does not extend past the Customer module.

If Customer's connection ceases to function properly but SBC Wireless's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours. (9AM 4:30PM Monday-Friday). If the problem is due to Customer negligence, or any of those items listed in the Not covered by Standard Maintenance section, standard hourly rates apply

## **Indemnification/Release**

Customer, Customer's agent(s), successor(s) and/or assigns expressly agrees to indemnify and release SBC Wireless, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Customer's installation of, use of, or termination of SBC Wireless's services hereunder including but not limited to, Customer's access to content uploaded or downloaded using SBC Wireless's service from any source or to any recipient. Customer further releases SBC Wireless from any responsibility or liability related to the accuracy, quality or confidentiality of any information available by or through SBC Wireless' systems and/or the wireless network and to or from the Internet. Customer's release of SBC Wireless includes any actions or inaction by SBC Wireless which amount to negligence. Customer further agrees to defend, indemnify and hold harmless SBC Wireless from and against any and all claims, actions, and causes of action, loss or damages, including attorney fees, which in any way arise from Customer's installation of, use of, termination of, the SBC Wireless Services provided by SBC Wireless.

## **Disclaimer**

SBC Wireless assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via SBC Wireless' Services. SBC Wireless discloses and Customer acknowledges that there may be content on the Internet or otherwise available through the services provided by SBC Wireless which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to, pornographic or otherwise inappropriate or sexually explicit offensive content. Customer acknowledges to SBC Wireless that its use of any SBC Wireless Service to access information, content or use of any other type of SBC Wireless Services is at Customer's own risk.

## **Governing Law and Venue**

The laws of the State of California shall govern the terms of this Agreement. This Agreement shall be deemed to have been made and entered in in the City of Trona, County of San Bernardino, State of California. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be determined with respect to such agreed upon place of making.

## **Dispute Resolution**

Any dispute between or among the parties under this Agreement, excluding debt collections disputes and activities, arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or

validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be settled by binding arbitration to be conducted in accordance with Section 1280 et. Seq. of the California Code of Civil Procedure. The parties shall have full rights of discovery in such arbitration in accordance with the provisions of the California Code of Civil Procedure, including, without limitation, Section 1283.05 thereof. The arbitrator shall be a retired judge that is mutually agreeable to the parties hereto who is experienced in commercial business matters and chosen from a list provided by the Judicial Arbitration and Mediation Services and, if the parties cannot mutually agree upon an arbitrator within thirty (30) days of one party giving a notice of demand for arbitration to the other, then the arbitrator shall be chosen by the Judicial Arbitration and Mediation Services. The arbitration shall be held in the City of Trona, California (or any other place location mutually agreeable to the parties) within ninety (90) days of the demand for arbitration having been deemed served by one party on another party hereto. The arbitrator shall: (i) rule on all discovery matters and motions and all pre-arbitration or arbitration motions; (ii) make any other orders or rulings that a sitting California Superior Court Judge would have the power to make as if the arbitration were an action in the California Superior Court; (iii) hold a hearing and try the arbitration and decide all issues of fact and law in the proceeding; and (iv) prepare and submit to the parties involved in the arbitration written findings of fact and conclusions of law together with the arbitrators written decision.

The arbitrator is required to issue an opinion and award in a writing (the **Opinion**) that is signed and dated by the arbitrator, and which states the essential findings of fact and conclusions of law determined by the arbitrator as a consequence of the arbitration and upon which the award is based. The Opinion will be final and binding on the parties and either party may cause a judgment to be entered in an appropriate court based thereon and the Opinion shall be required to be filed with, and become a part of, any judgment so entered.

### **Customer Agreement**

The customer agrees to read and understand the checklist, FAQ and Acceptable Use Policy sections of the SBC Wireless Website. The customer assumes all liability for having available a computer or device capable of using the IP protocol over Ethernet connection methodology.

### **Implementation and Use Caveats**

It is understood, acknowledged and agreed that Residential Packages are for single-family residence and/or home-office use only. Business packages may be available on special arrangement with SBC Wireless and Customer should contact SBC Wireless if Business Service if Customer wants a business service.

Internet sharing is allowed only within the boundaries of the Customer's residence where SBC Wireless Services are provided. Allowing others to use the customer's connection via wired, wireless (Wi-Fi or other technology) or by other means from outside of the residence will result in immediate disconnection. Reselling this service will result in immediate disconnection.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space, may, at SBC Wireless's discretion, be transferred to a compressed temporary file or storage. SBC Wireless may delete the temporary files from the server 60 days after notifying Customer.

### **Monitoring of Service**

SBC Wireless has no obligation to monitor the Service, but may do so from time to time. SBC Wireless will not disclose any personal or identifiable information to any other party unless it is legally obligated to do so,

including, but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly, or to protect itself and its interests.

SBC Wireless may immediately remove Customer's material or information from the servers of SBC Wireless, in whole or in part, which SBC Wireless, in its sole and absolute discretion, determines to infringe on another party's proprietary rights or to violate the Acceptable Use Policy.

### **Abuse of Service**

Any use of the system that disrupts the normal use of the system for other Customers is considered to be abuse of Services. The propagation of computer worms, viruses, spyware, adware or the use of the network to make unauthorized entry to any other computer systems, SBC Wireless equipment, or other communication devices or resources of others is a violation of this Agreement. The use of SBC Wireless Services by Customers to modify, alter, reverse engineer, decompile disks, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Customer running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Customer is a violation of this Agreement. Failure to obey all terms set forth in the Acceptable Use Policy is a violation of this Agreement. Any Customer deemed by SBC Wireless to be in violation of this section is subject to immediate termination by SBC Wireless. If termination of this Agreement occurs under this section SBC Wireless shall have no liability to customer other than to refund any unearned prepaid service fees.

### **No Recovery for Indirect Damages**

No party hereto shall be liable to any other party for any special, indirect, incidental or consequential damages of any kind whatsoever relating to the provision of SBC Wireless Services. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SBC WIRELESS, INC., ITS AFFILIATES OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), LOSS OF BUSINESS, OR LOST PROFITS, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Additional Clarifications, Terms and Conditions**

Username, passwords and email addresses at [www.sbc-wireless.com](http://www.sbc-wireless.com) are SBC Wireless's property and SBC Wireless may alter or replace them at any time. Any Customer's domain name shall remain the property of Customer.

SBC Wireless has no control over certain types of interference and signal blockage. SBC does not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days, Customer's account will be credited on a prorated basis for the period of the outage. If the Service is interrupted for more than an aggregate of 120 hours in any given month, term contracts may be canceled without penalty.

Customers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some outages.

### **Entire Agreement**

This Agreement, in combination with the Acceptable Use Policy and other policies posted directly and publicly on the SBC Wireless Website, constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

## Acceptable Use Policy

This Acceptable Use Policy (“AUP”) document, including the following list of Prohibited Activities, is an integral part of the current version of the Wireless Internet Service Agreement with SBC Wireless, Inc. If Customer engages in any of the activities prohibited by this AUP document, SBC Wireless reserves the right, at its sole discretion, to suspend or terminate the SBC Wireless Services being provided to Customer.

The Acceptable Use Policy for SBC Wireless Services is designed to help protect SBC Wireless, SBC Wireless’s customers and the Internet community in general from irresponsible or, in some cases, illegal activities. This AUP is a non-exclusive list of the actions prohibited by SBC Wireless. SBC Wireless reserves the right to modify the AUP at any time, effective upon posting the modified version at [www.sbc-wireless.com](http://www.sbc-wireless.com)

### Prohibited Uses of SBC Wireless System and Services

Transmission, distribution, reception or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

The sending of any form of Unsolicited Bulk Email (“UBE”, “spam”) through SBC Wireless’s servers or services is prohibited. Likewise, the sending of UBE from another service provider advertising a website, email address or utilizing any resource maintained or hosted by SBC Wireless’s systems or servers, is prohibited. SBC Wireless accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Acceptable Use Policy or that of the other provider.

Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by SBC Wireless customers must be Closed-loop (“Confirmed Opt-In”). The subscription confirmation messages received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to or from any SBC Wireless-hosted domain, or referencing any SBC Wireless account, is prohibited.

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, and denial of service attacks.

Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org/rokso](http://www.spamhaus.org/rokso).

Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (“**cracking**”, “**hacking**”)

Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

Unauthorized access, alteration, destruction, or any attempt thereof, of any information of SBC Wireless customers or end-users by any means or device.

Knowingly engaging in any activities designed to harass, or that will cause denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the SBC Wireless network or on another provider's network.

Using SBC Wireless's Services to interfere with the use of the SBC Wireless network by other customers or authorized users.

Using SBC Wireless's Services to provide a private game server for any game which prohibits such actions in its Terms of Service or Acceptable Use Policy (for example, unauthorized MMORPG servers).

Using a residential service plan to host any type of server or other device that actively delivers any type of commercial content to other Internet users (other than authorized private game servers).

Posting, transmitting, or uploading the information of, nude or obscene photographs of (including but not limited to "Revenge Porn"), or personal data of any person without the written consent of that person is strictly prohibited under this Acceptable Use Policy. Doing so will result in immediate termination of services. SBC Wireless may, at its sole discretion, refuse to re-establish service in any way for any customer that violates this section.

### **Customer Responsibility for Customer's Users**

Each SBC Wireless customer is responsible for the activities of its users. By accepting service from SBC Wireless, Customer agrees to ensure that Customer, and anyone who uses the services provided to the Customer will abide by this Acceptable Use Policy. Complaints about customers or end-users of SBC Wireless will be forwarded to the SBC Wireless abuse department for action. If violations of the SBC Wireless Acceptable Use Policy occur, SBC Wireless reserves the right to terminate services with or take action to stop the offending customer from violating this AUP as SBC Wireless deems appropriate, without notice.

## **FCC Open Internet Disclosure**

The **Federal Communications Commission** ("FCC") requires that all Internet Service Providers ("ISPs") within the United States provide you (the "**Customer**") with open, transparent information on the policies and procedures enforced on said ISPs networks. This disclosure statement, in an effort to comply with said rules and regulations, is to inform Customer, the end user, of the policies of SBC Wireless' residential and business Internet services, including information regarding any network management practices that SBC employs, as well as the performance characteristics of SBC's services. This applies solely to the portion of SBC's network used to deliver, run, and maintain both SBC's residential and business Internet services (as applicable).

**SBC Wireless, Inc.** ("SBC") reserves the right to change or modify this Disclosure and its policies at any time, without notice to Customer, so long as such changes adhere to the FCC's rules and regulations for ISPs. It is Customer's responsibility, as the end user, to review this Disclosure from time to time to be aware of any changes. Continued use of SBC's residential and business Internet services after any changes are made to this statement will be considered acceptance and knowledge of said changes.

In no way does this Disclosure alter or change the existing Terms of Service or Acceptable Use Policies, which should be read in addition to this statement.

### **Network Practices**



## **Congestion Management**

The bandwidth and network resources used to deliver SBC's residential and business Internet services are limited and shared among users. The FCC allows ISPs such as SBC to engage in "reasonable network management practices" to ensure that SBC's customers enjoy a high quality online experience. The use of network management tools and techniques to conserve bandwidth may cause certain users of the residential and business Internet services to notice slower Internet performance from time-to-time, such as longer download and upload times or slower responses while surfing the Internet or playing games. Typically this will only occur for brief periods of time, if at all.

SBC does deploy some tools and techniques in its network in order to ensure reasonable performance for all users. These include but are not limited to, Quality of Service ("QOS") policies that may occasionally throttle down heavy users temporarily. Most users will never see this happen to them, and those that do will only see it for a brief amount of time.

## **Usage Limits**

SBC does not currently employ any limits on the amount of data a user can download or upload to the Internet in any time frame. However, in the event that it is deemed necessary to do so to ensure high quality services to all users, SBC reserves the right to do this. In the event that SBC does decide to do this, all current users will be notified at the bottom of their bills no less than 30 days prior to the implementation of any policy employing such limitation, and shall be given the option to change providers without any penalties within the period starting 30 day before implementation and ending on the 30<sup>th</sup> day after the implementation.

## **Application-specific Behavior**

SBC does not discriminate against or prevent users of its residential or business Internet services from sending and receiving any lawful content of their choice; running lawful applications and using lawful services of their choice; or connecting their choice of legal devices, provided that such applications and services do not harm the network or the provision of residential or business Internet services, facilitate theft of service, or harm other users of services. Similarly, SBC does not impair or degrade particular content, applications, services or non-harmful devices so as to render them effectively unusable, subject to reasonable network management practices outlined herein.

SBC reserves the right, in accordance with applicable law, to employ reasonable network management practices to prevent certain harmful or illegal activity such as the distribution of viruses or other malicious code or the transfer of child pornography or other unlawful content.

## **Device Attachment Rules**

SBC requires customers to use ONLY the Customer Module ("SM", "CPE" or "modem") provided to them by, and owned by, SBC to connect to its network. Only SBC employees or authorized agents are allowed to access the back end interfaces of these devices. Users of the services are not authorized to configure or install this equipment themselves.

Once the SM has been installed, configured, and connected properly to the network, the customer is welcome to install any compatible router, switch or hub purchased at any retail store or website, to the SM in order to facilitate the sharing of the Internet to any devices that are located on the same property as the SM. The sharing of services with neighbors or devices on nearby properties is strictly prohibited.

## **Security**

SBC also employs certain practices to protect the security of the network from unwanted and harmful activities. These include practices designed to protect SBC's servers and network devices against Denial of Service attacks and to prevent viruses, worms, spyware, and spam and identity theft. In order to ensure the effectiveness of SBC's security practices, SBC does not publicly disclose specific information detailing the levels and types of activities that may trigger or deployment of security protection measures. When security measures are employed, they may affect performance characteristics of service or the ability to gain unauthorized access to the network.

## **Service Description**

SBC provides what is known in the industry as a "fixed broadband" Internet access service to both residential and business users, that is designed to provide the capability to transmit data to and receive data from all or substantially all Internet end points. SBC offers multiple packages (or "tiers") of broadband Internet access service for residential or business use with varying speeds, features and limitations that may affect the suitability of such service for real-time applications. The features, pricing and other commercial terms of SBC's service offerings are modified from time to time, and not all packages are available in all areas. Each package is priced to reflect the particular speed, features and limitations of that package.

The FCC requires that SBC disclose information regarding the expected and actual upstream and downstream speeds and latency of SBC's services. SBC's advertised speeds are estimates (i.e., "up to" the specified speed) and SBC's Internet access service is provided on a best effort basis and cannot be guaranteed. The actual speed a Customer experiences may vary based on a number of factors including, but not limited to (i) variances in network usage; (ii) the capabilities and capacities of the customer's computer and/or local area network (LAN) devices such as wireless routers; (iii) latency (i.e., the time delay in transmitting or receiving packets as impacted in significant part by the distance between points of transmission); (iv) the performance of the content and application providers the consumer is accessing, such as a search engine or video streaming site; and (v) performance characteristics of transmissions over portions of the Internet that are not subject to SBC's control.

There are various tools available online that measure Internet Performance, including downstream and upstream speeds. One such test is operated by Ookla Inc. and can be accessed at <http://www.speedtest.net/>. Using information compiled from individual tests, Ookla Inc. also reports a "rolling mean throughput" speed in Mbps over the past 30 days for the top 20 ISPs with at least 100 tests. Listed below are all SBC's packages, prices, advertised speeds and features, and the latest speed test results (tested from a test setup in SBC's office via speedtest.net) for all of SBC's packages. This information is updated periodically and when any change in SBC Wireless Services occurs. The most recent information will be found on the SBC Wireless Website, [www.sbc-wireless.com](http://www.sbc-wireless.com).

## **Residential Internet Packages**

- \$69.99 per month - Basic – 5 Mbps Download 1 Mbps Upload  
Basic Internet Usage: Email | Facebook | General Web Browsing
- \$99.99 per month – Basic Plus – 7 Mbps Download 2 Mbps Upload  
Internet Usage: Email | YouTube | Facebook | General Web Browsing
- \$109.99 per month - Prime – 10 Mbps Download 3 Mbps Upload  
Great for Personal Use ; Email | Facebook | Watch Videos
- \$119.99 per month - Advanced – 15 Mbps Download 5 Mbps Upload  
Best for Multiple Users ; Stream Movies | Download Music | Single VoIP

- \$159.99 per month - Extreme - 25 Mbps Download 10 Mbps Upload

Download HD Movies | Download Music | MMG Online Gaming

### **Business Internet Packages**

- \$119.99 per month - Prime – 15 Mbps Download 5 Mbps Upload
- \$159.99 per month - Advanced - 25 Mbps Download 10 Mbps Upload

Customer can also check performance using a “Consumer Broadband Test” that the FCC offers on its website at <http://www.broadband.gov/qualitytest/>. Keep in mind that all speed tests have built-in biases and flaws and the results of such tests should be considered a guide rather than a definitive measure of performance. Also keep in mind that the speed a customer experiences at a specific location may vary from the average speed calculated on a nationwide basis.

SBC is also required by the FCC to provide information regarding “latency” which is a measurement of the average time that it takes for a data packet to travel from one point on a network to another (possibly on a different network). Latency is typically reported based on “round-trip” time and expressed in milliseconds. While the impact of latency generally is not noticeable by customers, it can have an impact on networks and certain types of Internet applications, such as online video games. For example, according to the FCC, high round-trip latencies can have a perceptible impact on the quality of VoIP (Voice over IP) services. High definition multiplayer online games are also sensitive to latency. The results of SBC’s tests across all packages offered are displayed with SBC’s speed results above. Again, these results should be considered a guide, not a definitive answer on how much latency Customer will see, as many factors can go into determining latency at any given time, including factors that SBC has no control over.

### **Document Errors**

This document may have typos or other errors, and may need additional information added. In the event that additional information needs to be added, SBC will get said information added as fast as possible. If typos or other errors are found, or Customer feels that SBC should be including more information in this document, please do not hesitate to contact SBC using the contact forms provided on the SBC Website. SBC will review any submissions via the contact form in a timely manner and get said information or error fixes deployed as fast as possible, if necessary.

## **Privacy Policy**

This Privacy Policy governs the manner in which SBC Wireless collects, uses, maintains and discloses information collected from users (each a “User”) of the SBC Wireless Website. This privacy policy applies to the Site and all products and services offered by SBC Wireless.

### **Personal identification information**

SBC Wireless may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit the Site, register on the Site, place an order, fill out a form, and in connection with other activities, services, features or resources SBC Wireless makes available on the Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number, credit card information, social security number, and driver’s license number. Users may, however, visit the Site anonymously. SBC Wireless will collect personal identification information from Users only if they voluntarily submit such information to

SBC Wireless or the Site. Users can always refuse to supply personal identification information. However, refusing to supply this information may prevent Users from engaging in certain Site related activities.

### **Non-personal identification information**

SBC Wireless may collect non-personal identification information about Users whenever they interact with the Site. Non-personal identification information may include browser name, the type of computer and technical information about Users means of connection to the Site, such as operating system and the Internet service providers utilized and other similar information.

### **Web browser cookies**

The Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert User when cookies are being sent. If User does so, note that some parts of the Site may not function properly.

### **How collected information is used**

SBC Wireless may collect and use Users personal information for the following purposes:

#### **To improve customer service**

- Information User provides helps SBC Wireless to respond to User’s customer service requests and support needs more efficiently.

#### **To personalize user experience**

- SBC Wireless may use information in aggregated form to understand how Users as a group use the services and resources provided on the Site and by SBC Wireless.

#### **To improve the Site**

- SBC Wireless may use User feedback to improve the products and services offered by SBC Wireless.

#### **To process payments**

- SBC Wireless may use the information Users provide about themselves when placing an order only to provide services to that order. SBC Wireless does not share this information with outside parties except to the extent necessary to provide the service.

#### **To share User information with partners**

- SBC Wireless may share limited information, such as name, email address, physical address and phone number, with partners for the purpose of offering additional services, such as premium/on demand computer support. User financial information, social security numbers, or license numbers will not be shared with these parties unless User voluntarily provides it to them.

#### **To send periodic emails**

- SBC Wireless may use the email addresses Users provide to send Users information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests.

### **How user information is protected**

SBC Wireless adopts appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of User's personal information, username, password, transaction information and data stored on the Site, or on any other SBC Wireless owned system.

Sensitive and private data exchange between the Site, or SBC Wireless systems, and Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures. The Site and all SBC Wireless systems are also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users.

### **Third party websites**

Users may find content on the Site that link to the sites and services of SBC Wireless partners, suppliers, licensors, and/or other third parties. SBC Wireless does not control the content or links that appear on these sites and is not responsible for the practices employed by websites linked to or from the Site. In addition, the sites or services, including their content and links, may be constantly changing. The sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to or from this Site, is subject to that website's own terms and policies.

### **Changes to this privacy policy**

SBC Wireless may change or update this privacy at any time, at its sole discretion. When this is done, SBC Wireless will revise the updated date at the bottom of this page. SBC Wireless encourages Users to frequently check SBC's Website at [www.sbc-wireless.com](http://www.sbc-wireless.com) for any changes to stay informed about how SBC Wireless is helping to protect the personal information collected on the Site, or through SBC Wireless systems/services. User acknowledges and agrees that it is Users responsibility to review this privacy policy periodically and become aware of modifications.

### **User's acceptance of these terms**

By using the Site, and/or any SBC Wireless services or systems, Customer signifies customer's acceptance of this policy and the Terms of Service. If Customer does not agree to this policy, Customer is not authorized to use the Site or any SBC Wireless systems/services. Customer's continued use of this Site or any SBC Wireless systems/services following the posting of changes to this policy will be deemed Users acceptance of those changes.

### **Contacting SBC Wireless**

If User has any questions about this Privacy Policy, the practices of this Site, or Users dealings with this Site, or any other SBC Wireless systems/services, please contact SBC Wireless at [www.sbc-wireless.com](http://www.sbc-wireless.com) or at the address set forth for SBC Wireless at the signature portion hereof.

## **Electronic Signature Consent**

### **Electronic Signature Agreement**

By creating an account for Services to be provided by SBC Wireless, Customer is signing this Agreement electronically. Customer agrees that Customer's electronic signature is the legal equivalent of Customer's manual signature on this Agreement. By selecting "I Accept" Customer consents to be legally bound by this Agreement's terms and conditions. Customer further agrees that Customer's use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide SBC Wireless, or in

accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes Customer's signature (hereafter referred to as "**E-Signature**"), acceptance and agreement as if actually signed by Customer in writing. Customer also agrees that no certification authority or other third party verification is necessary to validate Customer's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of Customer's E-Signature or any resulting contract between Customer and SBC Wireless. Customer also represents that Customer is authorized to enter into this Agreement for all persons who own or are authorized to access any of Customer's accounts and that such persons will be bound by the terms of this Agreement. Customer further agrees that each use of Customer's E-Signature in obtaining and/or maintaining and/or updating an account with SBC Wireless constitutes Customer's agreement to be bound by, and Customer's acceptance of, all of the terms and conditions of the SBC Wireless Internet Service Agreement, Acceptable Use Policy, FCC Open Internet Disclosure, Privacy Policy and any other SBC Wireless Customer related agreements and policies as they exist at the time of Customer's E-signature thereto.

### **Consent to Electronic Delivery**

Customer specifically agrees to receive and/or obtain "Electronic Communications" from the SBC Wireless. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that SBC provide to Customer, as well as such other documents, statements, data, records and any other communications regarding your relationship to SBC Wireless. Customer acknowledges that, for Customer's records, Customer is able to retain the SBC Wireless's Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records that Customer agrees to using Customer's E-Signature. Customer accepts Electronic Communications provided via Customer's account with SBC Wireless as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to Customer in writing or in a form that Customer may keep.

### **Paper Version of Electronic Communications**

Customer may request a paper version of an Electronic Communication. Customer acknowledges that SBC Wireless reserves the right to charge Customer a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication contact SBC Wireless in accordance with the "Contacting SBC Wireless" Section below.

### **Revocation of Electronic Delivery**

Customer has the right to withdraw Customer's consent to receive/obtain communications via Customer's account with SBC Wireless at any time. Customer acknowledges that SBC Wireless reserves the right to restrict or terminate Customer's access to Customer's account with SBC Wireless if Customer withdraws Customer's consent to receive Electronic Communications. If Customer wishes to withdraw Customer's consent, contact SBC in accordance with the "Contacting SBC Wireless Section below.

### **Valid and Current Email Address, Notification and Updates**

Customer's current valid email address is required in order for Customer to obtain Electronic Communications from SBC Wireless. Customer agrees to keep SBC Wireless informed of any changes in Customer's email address. Customer may modify Customer's email address by logging into Customer's account on the SBC Wireless Website. SBC Wireless may notify Customer through email when an Electronic Communication or updated agreement pertaining to Customer's account is available.

### **Hardware, Software and Operating System**

Customer is responsible for installation, maintenance, and operation of Customer's computer, browser and software. SBC Wireless is not responsible for errors or failures from any malfunction of Customer's computer, browser or software. SBC Wireless is also not responsible for computer viruses or related problems associated with Customer's use of an online system. It is Customer's responsibility to maintain minimum hardware, software and operating system requirements necessary to access Customer's account with SBC Wireless as determined by SBC Wireless at the time Customer electronically signs this Agreement.

**It is recommended that Customer print a copy of this Agreement for future reference.**

## **Contacting SBC Wireless**

If Customer has any questions about any portion of the foregoing Agreement, Acceptable Use Policy, FCC Open Internet Disclosure, Privacy Policy, Electronic Signature Consent, any SBC Wireless practices or policies, or any SBC Wireless systems/services, please contact SBC Wireless at [www.sbc-wireless.com](http://www.sbc-wireless.com) or at the address below:

SBC Wireless, Inc.  
82700 Trona Rd  
Trona, CA 93562  
760-372-4144

Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature \_\_\_\_\_