

EMERGENCY BROADBAND BENEFIT PROGRAM (EBB PROGRAM)

Overview & Additional Terms and Conditions

((May 12, 2021))

Welcome to Cellular One. Cellular One, as used herein, means Smith Bagley, Inc., dba Cellular One of North East Arizona and any affiliates of Smith Bagley, Inc. Smith Bagley, Inc. pays a license fee to use the name Cellular One. In order to help you understand your new temporary EBB Program wireless broadband service, here are answers to some questions commonly asked by new Customers.

*In addition to reviewing your Cellular Service Agreement, and Cellular Phone Service Terms and Conditions it is also very important you read this document. It contains important information about your legal rights, and require that certain disputes be resolved through arbitration instead of a court trial. Your agreement with Cellular One includes these terms and conditions, the terms and conditions for your cellular phone plan and your Service Agreement and applicable supplemental terms and conditions, which are available at www.mycellularoneonline.com. Cellular One reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Your use of services after any changes or modifications to the Terms and Conditions have been posted to our website indicates your consent of the then current Terms and Conditions. The current Terms and Conditions are indicated by the Revised and Effective Date at the top of the first page. **Cellular One, therefore, encourages all subscribers to review the Terms and Conditions on our Website periodically.** Once you have reviewed these materials, we will be happy to explain any portion of your agreement or answer your questions. By opting into the EBB Program Customer (“You”) acknowledge and agree to the following terms and conditions:*

1. YOUR EBB PROGRAM SERVICE

The Emergency Broadband Benefit Program is a provision of the Consolidated Appropriations Act slated for \$3.2 billion to reimburse internet service providers (ISPs) monthly for providing broadband service. The EBB Program is a temporary emergency government program that reduces broadband internet service bills to eligible households. By law, the EBB Program may not be transferred to another person and is only available for one account per household. Because the EBB Program is temporary in nature, your household will be subject to our undiscounted rates and general terms and conditions at the end of the program if you choose to continue to receive service, you may obtain broadband service supported by the EBB Program from any participating provider of your choosing, and you may transfer your EBB Program benefit to another provider at any time. At the end of the EBB Program you will be notified that the program is ending and it will automatically be removed from your Service Plan at no charge to you. Only qualified persons may participate. Applicants must present qualifying documentation or program participation. EBB Program service may not be transferred to any other individual, including another eligible low-income consumer. Additional phone lines, broadband Internet connections or bundled service in the same household will not receive the EBB Program service. More details are contained in this EBB Program Additional Terms and Conditions or at www.fcc.gov/emergency-broadband-benefit-program.

2. YOUR ELIGIBILITY FOR EBB PROGRAM DATA

You may be eligible for EBB Program Service if you are 18 years of age or older and at least one member of the household:

- Is Lifeline eligible;
- Has applied for and been approved to receive benefits under the free and reduced price lunch program under the Richard B. Russell National School Lunch Act or the school breakfast program under section 4 of the Child Nutrition Act of 1966;
- Has experienced a substantial loss of income since February 29, 2020 that is documented by layoff or furlough notice, application for unemployment insurance benefits, or similar documentation or that is otherwise verifiable through the National Verifier or NLAD;
- Has received a Federal Pell Grant under section 401 of the Higher Education Act of 1965 in the current award year; or o Meets the eligibility criteria for a participating provider’s existing low-income or COVID–19 program, subject to approval by the Commission and any other requirements deemed by the Commission to be necessary in the public interest (this applies to the “Comcast Internet Essentials” types of programs.

3. YOUR AGREEMENT

To participate in the EBB Program through Cellular One you must have cellular phone service through Cellular One. You must also have a smartphone that is capable of accessing the Internet. Your Agreement with Cellular One consists of your “Service Agreement” for your cellular phone service, the accompanying Terms & Conditions and these Terms & Conditions for participation in the EBB Program as regulated by the FCC.

4. EQUIPMENT

You must provide your own equipment to participate in the EBB Program through Cellular One. You may purchase devices through Cellular One retail stores at your own expense or you may bring your own device if it is compatible with our Network.

5. BILLING

You will not receive a monthly bill for your EBB Program service. The service is paid for directly through the federal EBB Program and you will be notified when the program is ending.

6. MONTHLY VOICE AND TEXT ALLOWANCE

The EBB Program does not include Talk or Text (SMS) messaging. This means you must participate in another Cellular One Service Plan to participate in the EBB Program if you wish to have access to voice calls and text messages. The EBB Program provides data (internet access) only.

7. MONTHLY DATA ALLOWANCE

Your EBB Program provides 50GB of LTE data for qualified users located on a Native American Indian Reservation within Cellular One’s service area and 20GB of LTE data for other qualified users (which may be “tethered” to other devices) per 30-day billing cycle on the Cellular One Network, or any network in which Cellular One currently has a roaming agreement in place. LTE data that is unused will be forfeited and your unused allotment will not roll over to the next billing cycle. . After your monthly allotment of LTE data has been used your data speed will be slowed to 3G like speeds. You will receive unlimited data at 3G like speeds subject these terms and conditions. Cellular One has a 2G, 3G, and 4G/LTE network. 3G and 4G/LTE is not available throughout the Cellular One coverage area (see paragraph 9 below for more information). To utilize 3G and/or 4G/LTE, your phone must be 3G and/or 4G/LTE capable and have a SIM card that is 3G and/or 4G/LTE capable. Where 3G or 4G/LTE is unavailable or if your phone is not capable of using 4G/LTE, you will receive 2G or 3G data speeds. Data speeds are not guaranteed

8. CELLULAR ONE’S COVERAGE AREA

Cellular One’s Coverage Area can be found at www.mycellularone.com. These maps are for general informational purposes only. The coverage maps depict the general coverage area of Cellular One and are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of a Cellular One roaming partner(s). **Cellular One reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners’ network.** Cellular One’s decision to prioritize your cellular service to a chosen roaming partners’ network or slow the bitrate throughput rate on a roaming partners’ network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Cellular One’s sole discretion. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower data speeds or no data connectivity and call interference. This could occur due to many factors including your device, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions.

YOU WILL NOT BE ABLE TO OPERATE YOUR PHONE ACCESS YOUR DATA OR MAKE 911 CALLS IF SERVICE IS NOT AVAILABLE.

9. INTERNATIONAL SERVICE CHARGES

Your EBB Program service does not include international MMS messages or other data usage. This means you will not be able to send and receive picture mail and access the internet if you outside of the U.S.A. All International calls and text messages are subject to the terms and conditions of your Service Agreement for your cellular phone service.

10. TAXES AND SURCHARGES

Taxes are included in your EBB Program subsidy.

11. DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION

Most Customer concerns can be resolved through our Customer Solutions Department. However, if a concern cannot be resolved, all CUSTOMER DISPUTES WILL BE RESOLVED THROUGH THE AMERICAN ARBITRATION ASSOCIATION USING THE WIRELESS INDUSTRY ARBITRATION RULES. THIS MEANS THAT ALL DISPUTES ARISING FROM OR RELATING IN ANY WAY TO YOUR CELLULAR ONE SERVICE OR EQUIPMENT, WHETHER UNDER THIS CONTRACT OR NOT, WILL BE RESOLVED THROUGH ARBITRATION, NOT IN COURT OR THROUGH JUDGE OR JURY. MOREOVER, TO THE FULLEST EXTENT ALLOWED BY LAW BOTH OF US AGREE TO WAIVE ANY RIGHTS TO PURSUE A CLAIM ARISING FROM OR RELATING TO THIS CONTRACT OR THE SERVICE AS A CLASS ACTION; THAT IS, YOU OR WE WILL NOT JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR PURSUE A CLAIM ON BEHALF OF ANY OTHER PERSON OR ENTITY. THE WAIVERS IN THIS SECTION CONTINUE IN FORCE AND EFFECT AFTER THE TERMINATION OF THIS CONTRACT. You may also attempt to resolve your dispute by writing to the Arizona Corporation Commission, Utilities Division, 1200 W. Washington, Phoenix, Arizona 85007; the New Mexico Public Regulation Commission, P.O. Box 1269, Santa Fe, New Mexico 87504; or the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C. 20554.

12. FRAUD

Cellular One reserves the right to cancel your EBB PROGRAM service at any time in the case of fraud. Fraud includes but is not limited to multiple EBB Program plans subsidized by the EBB Program in the same household, if there is a change in Customer's residency, or if Customer no longer qualifies for EBB Program and fails to notify Cellular One within 30 days.

13. AVAILABILITY

EBB Program Service is available to Customers as long as there is sufficient money in the EBB Program funds to cover the discounted rates. When the EBB Program funds are not sufficient to cover Customer's EBB Program, Customer will be notified that the EBB Program is ending and will automatically be unenrolled at no cost to the Customer. Customer may choose to purchase additional data at normal retail rates.

14. EBB PROGRAM BROADBAND SERVICE

Following the implementation of the EBB Program Cellular One will provide Customer with EBB Program Wireless Broadband Service in those locations where Cellular One is authorized to do so upon the terms and conditions and for the rates and charges as described herein and upon the rates, charges, terms and conditions of any tariff required to be on file with any state agency. Customer acknowledges that Cellular One may, at its sole discretion, amend or add to any rates and charges for EBB Program or otherwise. Reasons for such amendments or additions include, but are not limited to, changes in minimum broadband service standards and other applicable rules and regulations. Customer further acknowledges that provision of EBB Program is conditioned upon the uninterrupted connection between the Customer's equipment and the cellular network, as well as interconnection to wireline exchange or inter-exchange carriers.

15. PRODUCT GUARANTEE

A new subscriber to EBB Program who is not completely satisfied with the service cancel Service at any time. This guarantee does not apply to equipment, facilities, telephone sets, instruments or the like provided by another company.

16. LIMITATION OF LIABILITY AND INDEMNITY

(a) Customer acknowledges that EBB Program may not be completely private and may be interrupted, lost or limited for many reasons other than the negligence of Cellular One Service including, but not limited to, dialing errors, power failures, leaving the EBB Program coverage area, malfunctioning of wire line services or equipment, interruptions in Cellular One's interconnections to wire line exchange carriers or inter-exchange carriers, "Dead Spots" or other incomplete coverage areas within Cellular One's local service area, and electronic or atmospheric interference. Customer agrees that Cellular One shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of Cellular One. Customer further acknowledges that Cellular One's liability for its own negligence or any other reason may not in any event exceed the prorated charge for EBB Program during the period damages occurred, or, if less, the lowest appropriate limit established by any applicable tariff; in no event shall Cellular One be liable for any special, incidental or consequential damages, losses or injuries. Accordingly, Customer agrees to assume the responsibility of insuring against or otherwise bearing the risk of greater losses.

(b) Cellular One shall not be liable for damages arising from errors, mistakes, omissions, interruptions, or delays of Cellular One, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing EBB Program or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers or users of EBB Program or facilities) in the absence of gross negligence of willful misconduct.

(c) Customer hereby agrees to indemnify Cellular One and hold Cellular One harmless from all suits, liabilities, costs and claims of any kind arising out of any actions, omissions or use of EBB Program or any cellular telephone equipment or device ("Cellular Equipment") of or by Customer, any "User" (as hereafter defined) or any other individual or entity with Customer's or a User's consent.

(d) Customer hereby agrees to indemnify Cellular One against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities, against claims for infringement of patents arising from, combining with, or using in connection with, facilities of Cellular One, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by Cellular One.

(e) Cellular One is not liable for any loss, damage, accident, injury or the like occasioned by the use of EBB Program or the presence of Cellular Equipment, or for any damage to any motor vehicle or other property resulting from the installation or presence of Cellular Equipment.

(f) When facilities of other companies are used in establishing connection to points not reached by Cellular One's facilities, Cellular One is not liable for any act or omission of the other company and their agents or employees.

(g) Cellular One shall not be liable for any defacement of or damage to, Customer's premises resulting from the existence of Cellular One's equipment on the premises or caused by the installation or removal when such damage is not the result of Cellular One's negligence.

(h) Cellular One reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

17. CELLULAR EQUIPMENT

All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by Cellular One is borne by Cellular One unless otherwise specified. In case of damage to Cellular One's instruments or accessories due to the negligence or willful act of Customer and not due to ordinary wear and tear, Customer will be held responsible for the cost of restoring equipment to its original condition or of replacing the equipment. Customer is required to reimburse Cellular One for loss, through theft, of equipment or apparatus furnished by Cellular One. The operating characteristics of all Cellular Equipment used by Customer may not interfere with the EBB Program offered by Cellular One to any of its Customers, Customer acknowledges that it is a breach of this Agreement to alter any Cellular Equipment or other equipment to permit Customer to defraud Cellular One or any other individual or entity in any manner.

18. FEES

All access charges, connection fees, and EBB Program rates, charges and other fees are subject to change. Cellular One will provide customers with 30 days advance notice. When applicable, Customer is responsible for the payment of all charges for all: (i) calls made from Customer's number, including without limitation, all international calls or data use, access and any other charges and calls, and calls made to the Customer's number, including, without limitation, all access, and any other charges and calls.

19. TERM

(a) Unless sooner terminated pursuant hereto, the term of this Agreement shall begin on the date of activation and shall continue for an initial term (the "Initial Term") of 30 days. Due to the temporary nature of the EBB Program Customer will be notified approximately every 30 days if the EBB Program is going to continue for another 30 day period.

(b) Cellular One may temporarily deny EBB Program or terminate this Agreement: (i) upon the failure of Customer to pay any fees, charges or other sums when due; or (ii) pursuant to any applicable rule, regulation, tariff, or reasonable standards; or (iii) following Customer's breach of any provision hereof; (iv) following any attempt to use the EBB Program fraudulently or in violation of any laws, rules or regulations, including use of service that interferes with another Customer's service, use for a purpose other than communication, or use of Directory Assistance to obtain a Customer's name for any purpose other than to facilitate the making of a telephone call; or (v) following any use of foul or profane language over the network of Cellular One, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued charges and any other sums due Cellular One by Customer, even if billed after termination of this Agreement. No waiver of the right to terminate this Agreement will be implied from any failure to terminate this Agreement upon the first occurrence of a breach or default hereof.

(c) If Service is disconnected and subsequently re-established at the same location for the same Customer, a new initial contract period may apply, regardless of whether the equipment was removed.

20. CUSTOMER'S PROPRIETARY RIGHTS

Customer has no proprietary right to any leased Customer equipment, telephone number or EBB Program Service. Cellular One reserves the right to change systems, EBB Program unit numbers or telephone numbers as it considers necessary in the exercise of its sole discretion.

21. GENERAL PROVISIONS

(a) Customer acknowledges Cellular One's right to change the technical configuration of its EBB Program and System, and Customer also acknowledges that there are no warranties of any kind extended with respect to EBB Program and all EBB Program services are provided "AS IS".

(b) Customer agrees to comply with all applicable laws, rules, regulations and tariffs. Customer further agrees not to attempt to alter or modify any Cellular Equipment except as explicitly authorized by Cellular One or the regulations of the FCC.

(c) Other than as set forth herein with respect to permitted Users, Customers may not transfer or assign this Agreement without the prior written consent of Cellular One, and any attempted transfer or assignment by Customer without said consent is void.

(d) The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity of enforceability of the remaining provisions, which shall be construed and interpreted in such a manner.

22. CELLULAR ONE INTERNET DISCLOSURES AND POLICIES

22.1 Broadband Internet Access Services Description. The EBB Program, is a federal program administered by the FCC. Cellular One provides the following broadband Internet access services to customers:

TABLE 1

3G Speed on C1 Network	LTE Speed on C1 Network	LTE Speed When Roaming	Video Speed Non-tribal	Speed After LTE used
Up to 6Mbps Down/2Mbps Up	Up to 10Mbps Down/2Mbps Up	Up to 10Mbps Down/2Mbps Up	500 Kbps Down	5 Mbps Down/1Mbps Up
LATENCY: 83MS	LATENCY: 90MS	LATENCY: 180MS		

The speeds and latency figures set forth in Table 1 are not guaranteed, but are Cellular One's estimate of what a typical customer can expect to experience. Actual speeds will vary depending upon network congestion, distance from a cell site, terrain, or other blockages and conditions affecting signal reception.

22.2 Data Plans. Cellular One offers 3G and 4G/LTE Data with “Unrestricted Increments of Usage” up to 50GB for qualified users living on certain tribal lands and 20GB of LTE data for other qualified users per monthly billing cycle for EBB Program customers. This means Cellular One does not intentionally reduce your bitrate transfer speed while accessing data on the Cellular One Network. You may also access data on a Cellular One’s Roaming Partner’s network when you are out of the Cellular One Network. Once you reach the limit of your LTE data you will receive unlimited data at 3G like speeds. Whether using LTE data or 3G data speeds you may “tether” other devices to your handset or other EBB Program device to access the data provided through the EBB Program. See a store or call Customer Care for details. Cellular One reserves the right, in its sole discretion, to restrict what carrier a EBB Program customer may roam on while out of the Cellular One Network, as well as restrict or reduce bitrate transfer speed on a Roaming Partner’s network.

Each of our services is suitable for most or all real-time applications, including web surfing, movies, gaming, voice over IP, and music. Occasionally, at times of peak usage, some applications may run more slowly than usual. Upon reasonable request we may provide specialized services to large enterprise customers at prices to be negotiated. Data used by certain speed measurement applications will not count against your data allotment. The results from some speed measuring applications may show current network speeds, rather than the reduced speed that is currently available to you. All use of Cellular One products and services to access the Internet is subject to Cellular One’s Internet Acceptable Use Policy which can be found at www.mycellularone.com.

BECAUSE OF FACTORS OUT OF ITS CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, CELLULAR ONE DOES NOT GUARANTEE DATA SPEEDS.

22.3 Service Plan Prices. Our monthly prices, charges, and fees for broadband Internet access service plans, including installation charges and early termination fees for some plans, can be found here: www.cellularoneonline.com.

22.4 Non-Broadband Access Data Services. We do not offer dial-up services. Cellular One’s network does have a small number of sites (less than 10% of its entire network in very remote areas of its Network) where only 2G services are available. 2G services is for voice and texting only with no data services available.

22.5 Network and Congestion Management. The Company’s goal is to provide the best possible Internet service to our customers at all times and to protect our network and customers from any undue harm that might be caused by malicious users or hackers, such as denial of service attacks. We use a variety of optimization techniques, such as TCP optimization. We do not size video streams but we do limit download throughput for video services to 500 Kbps (see TABLE 1 in Section 33.1). These techniques do not discriminate among content or websites. When a cell site experiences high demand, data speeds for users on that site may be slower until such time as traffic levels returns to normal. We do not engage in blocking, paid prioritization, or affiliate prioritization. We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible customers, we implement network management practices on a content-agnostic basis, such as caching less data and prioritizing data usage. We also use a variety of physical, electronic, and procedural safeguards to protect our network from events that may negatively impact our customers’ ability to use our Broadband Internet Access Services. We monitor our network to protect against security threats, including spam, viruses, automated attacks, worms, distributed denial of service attacks, and other potentially malicious activity. When we detect a threat, we will attempt to prevent it from spreading across our network using a variety of security measures, which may include rerouting or limiting some traffic over our network until the threat is resolved.

In order to provide you the most widespread and reliable cellular service, any time you are out of the Cellular One Network, or your device is not receiving a strong signal from our network (“On Network”), it may connect to another carrier (“Off Network”) that we have a roaming agreement with. “Roaming” is when you place or receive a voice call/SMS (text)/or accessing data outside the Cellular One Home Network Area. **Cellular One reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners’ network.** Cellular One’s decision to prioritize your cellular service to a chosen roaming partners’ network, or slow the bitrate throughput rate on a roaming partners’ network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Cellular One’s sole discretion.

22.6 Content Or Applications. Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (“Content & Apps”) that you can purchase with your Device may not be sold by Cellular One. Cellular One is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller. You may be able to restrict access and certain services by implementing

controls available at www.mycellularone.com or by calling Customer Care. When you use, download or install Content & Apps sold by a third-party seller, you may be subject to license terms between you and third parties.

22.7 Messaging (Video And Picture) And Data. Certain messages, including those to third parties to participate in a promotion or other program, will result in additional charges. Data Services are available only with particular Cellular One phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB; 1024MB equals 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your rate plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Data activity on your phone occurs regardless of who initiates the activity, and you are responsible for all data activity from and to your phone. Premium content (games, ringtones, songs, etc.) are priced separately. You will be charged for data usage on a pay per use basis after the EBB PROGRAM ends if you choose to purchase a data plan from us.

22.8 Device Attachment Rules. Customers may generally attach any lawful device of their choice that is compatible with our network, subject to any limitations of their data plan. Customers are advised to check our website www.mycellularone.com, or contact the Company prior to purchasing any third-party equipment to ensure compatibility. The Company is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third-party. If any such equipment harms our network or degrades the service of other users, the customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm.

22.9 Security and Privacy.

22.9.1 Customer Security. We may suspend or terminate service to customers that in our sole judgment harm the network or other users.

22.9.2 Network Management and Service. In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity.

22.9.3 Sale of Customer Data. We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not share data with third-party advertisers, but we do analyze use to improve customer experience. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place “cookies” on your device and may track your device for marketing and other purposes and that is not something the Company can control or prevent without blocking or degrading your service.

22.9.4 Third Party Content and Services. We are not responsible for the information, content, applications or services provided by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. We also recommend that all customers install applications to protect their devices from viruses and malware.

22.9.5 Law Enforcement and Copyrights. Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.

22.9.6 Privacy. Cellular One is committed to protecting the privacy and security of our customers’ personal information. For information on how EBB Program protects its customers’ privacy, please review our Privacy Policy at www.mycellularone.com/privacy-policy.

22.9.7 Questions or Complaints. If you have questions or complaints about our broadband Internet access service you should first visit our website at: www.mycellularone.com. If the question or complaint is not resolved on the web, you may contact one of our customer service representatives at (800) 730-2351. We find that most customer concerns or disputes can be resolved through our customer service representatives. If the question or complaint is still not resolved you may contact Cellular One’s Chief People Officer at CPO@cellularoneaz.com. However, any customer disputes that cannot be resolved without third-party intervention will be resolved by binding arbitration in accordance with the terms of our service agreement, which can be found here: www.mycellularone.com.