

LEGAL AUTHORITY

You must be at least 18 years of age to purchase the Services as an individual or to accept the TAC as an authorized representative for the person or entity who purchases the Services. By accepting the TAC, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting the TAC, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept the TAC; and you are also confirming that the TAC constitutes a valid and binding obligation of yours. All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with the TAC.

By enrolling in, activating, using, or paying for the Services, you agree to the TAC, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the Nova Mobility web site, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling Nova Mobility at 1-800-734-9885 for further directions.

UPDATES

The TAC may be updated or changed from time to time. You can review the most current version of the TAC at any time at: NovaMobility.com. If Nova Mobility makes a change to the TAC and that change has a material impact on the Services, you will be provided notice of that change. Your continued use of the Services following such notice constitutes your acceptance of those changes.

SPECIAL ARRANGEMENTS

Some customers may receive the Services through a special arrangement with their property owner or manager. If you have such an arrangement, the TAC shall apply to the Services, except that Nova Mobility may not directly charge you for Services (including Equipment) provided to you as part of the special arrangement, and the Equipment return provisions may not apply to you even though Equipment remains Nova Mobility-owned. You will be responsible for fees and charges associated with additional Service orders. You may have an additional agreement or contract with your property owner or manager that covers any applicable special arrangement. Any such additional agreement or contract is outside the TAC and Nova Mobility is not responsible for nor bound by the terms of any agreement you may have with your property owner or manager. If the special arrangement with your property owner or manager terminates, you may have the option to continue receiving Service under standard billing terms and the TAC.

IMPORTANT TERMS

Use of the Services is subject to the **Nova Mobility Acceptable Use Policy**, which is incorporated herein by reference. Once you have purchased the Services you will have an account with Nova Mobility ("Nova Mobility Account"). Your Nova Mobility Account will include information applicable to the Services including but not limited to billing information and charges related to the Services (whether recurring or one-time). The **Nova Mobility Privacy Policy**, which is incorporated herein by reference, addresses Nova Mobility's use of account information and other information specific to your use of Nova Mobility Voice service. The Nova Mobility policy, which is incorporated herein by reference, addresses Nova Mobility's use of account information and other information specific to your use of Nova Mobility service.

SERVICE

You will be responsible for payment of service charges for visits by Nova Mobility or its subcontractors to your premises when a service request results from causes not attributable to Nova Mobility or its subcontractors. You will provide Nova Mobility and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Nova Mobility may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Nova Mobility deems appropriate for the work to be performed.

You acknowledge that Nova Mobility may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give Nova Mobility permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TAC, you agree to indemnify Nova Mobility from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

FEES AND CHARGES

AGREEMENT TO PAY: You agree to pay all fees and charges for the Services associated with your Nova Mobility Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, Nova Mobility may pay taxes, fees, and surcharges to municipalities and other governmental entities, which Nova Mobility may pass on to you.

LATE PAYMENT CHARGE AND DISHONORED CHECK OR OTHER INSTRUMENT FEE: If the entire amount of payment due is not received by the payment due date, a late payment charge will be charged to you. Nova Mobility may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Nova Mobility for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

CHANGES TO FEES & CHARGES: If you signed up for Services for a specified term, Nova Mobility will automatically begin charging the applicable month-to-month fee at the conclusion of your term. If you purchased the Services as part of a bundled offering with one or more other products and are receiving a discount based upon that bundled offering, your discount may cease and you may be billed the standard monthly rate for the Services if you change or disconnect one or more of the services in the applicable bundle. Nova Mobility may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges.

BILLING AND PAYMENTS

ADVANCE PAYMENTS AND/OR DEPOSITS: We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in the TAC or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Nova Mobility of satisfactory payment history or as required by law, Nova Mobility may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Nova Mobility.

PAYMENT CYCLE AND CANCELLATION: Billing for the Services commences when Nova Mobility has provisioned the Services. Recurring charges for each month's Services will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination you will be charged for the pro-rated number of days for which you had Services in that billing cycle and, if applicable, you will receive a credit for any balance of payments for Services billed in advance. In the event that Services are terminated prior to 36 months of continual Services there will be a one time early termination fee of \$150. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or request later programming orders.

METHOD OF BILLING/PAYMENT: Fees and charges for the Services will be billed to your Nova Mobility Account. You will receive a paper bill for the Service, unless you specifically notify us that you want to receive an online bill for the Services. Bill Inquiries and Refunds: If you believe you have been billed in error for the Services, please notify us within sixty (60) days of the billing date by contacting Customer Service 1-800-734-9885. Nova Mobility will not issue refunds or credits after the expiration of this sixty-day period, except where required by law or regulation.

PROMOTIONS AND CONTINGENT BENEFIT: You may receive or be eligible for certain discounts, features, promotions, and other benefits associated with your purchase of the Services as offered to you in marketing and informational materials, on the Nova Mobility web site, or in other materials ("Benefits"). Any and all such Benefits are provided to you so long as you continue to meet qualification requirements; provided, however, such Benefits may be modified or terminated at any time as set forth in these TAC or if you change your Services after installation. Unless otherwise set forth in Benefits materials, standard monthly rates will be charged at the conclusion of the Benefits period or when you no longer qualify for the Benefits.

EQUIPMENT

The Services include certain service specific equipment. You agree to pay for the equipment as a part of your purchase of the Services for the duration of your receipt of the Services. Rental fees will be included in your monthly charge for the Services. The Equipment requires electrical power from your premises to operate, which you are responsible for providing.

Nova Mobility reserves the right to manage the Equipment during the time you are an Nova Mobility customer and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. Nova Mobility will repair or replace damaged Equipment as Nova Mobility deems necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts or negligence as determined by Nova Mobility, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, may result in broken equipment.

Nova Mobility will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment

INDEMNITY

You agree to indemnify and hold Nova Mobility and its subsidiaries, affiliates, directors, officers, agents, and employees harmless from any claim, demand, action, citation, or legal proceeding, including, but not limited to, those arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, or for reasonable attorneys' fees, made by any party against Nova Mobility, its subsidiaries, affiliates, directors, officers, agents, and employees arising out of or related to your use of or inability to use the Services, your connection to the Services, the provisioning or alleged failure to provision the Services, a violation of any provision of this TAC, or your violation of any rights of another.

INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE

Service may be temporarily interrupted or otherwise limited for a variety of reasons, some beyond the control of Nova Mobility. Nova Mobility reserves the right to refuse credit allowances for interruptions of Service. Nova Mobility also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability. You acknowledge that Nova Mobility may establish general practices and limits concerning use of the Services, including without limitation, the limits.

NETWORK INTERRUPTIONS: You acknowledge and understand that the Services will not function in the event of a network interruption.

ACCOUNT SECURITY

CUSTOMER DUTY: You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your Nova Mobility Account, password, user ID, or IP address. You agree to: (a) immediately notify Nova Mobility if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your Nova Mobility Account, password, user ID, or any credit or charge card number provided to Nova Mobility by calling 1-800-734-9885.

ACCOUNT ACCESS: You authorize Nova Mobility to provide information about and to make changes to your Nova Mobility Account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

ASSUMPTION OF RISK: There is a risk that other users may attempt to access your Services, such as through the connected networks. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

SUSPENSION AND TERMINATION

SUSPENSION/TERMINATION BY Nova Mobility: Your Services may be suspended or terminated if your payment is past due. While your Services are suspended you will not receive automatic credit balances (if any are due) and billing will continue for your monthly charges, and any applicable promotional offers may be discontinued and revoked as determined solely by Nova Mobility. You will be charged a fee to restore your Service from suspension. In addition, Nova Mobility may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that Nova Mobility believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TAC, or any applicable policies or guidelines (including the Acceptable Use Policy), and Nova Mobility may refer such use to law enforcement authorities without notice to you. Termination or suspension by Nova Mobility of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.



TERMS AND CONDITIONS

CONTACTS TO TERMINATE SERVICE: You may terminate the Services at any time based on completion of your term by calling 1-800-734-9885. You must pay service fees and other charges incurred through the termination date. You may incur a cancellation/disconnect fee.

LIMITATION OF LIABILITY

You expressly understand and agree that Nova Mobility shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages. Including, but not limited to, damages for personal injury, property damage, loss of profits, goodwill, use, data, or other intangible losses (even if Nova Mobility has been advised of the possibility of such damages). Resulting from: (a) use of the services (which includes equipment, software, and inside or outside wiring), (b) the performance or non-performance of the services, (c) the installation, maintenance, removal, or technical support of the services, even if such damage results from the negligence or gross negligence of an Nova Mobility installer, technician, or other representative, and/or (d) any inability to reach 911 emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations allegedly as a result of the services. In any event, your sole and exclusive remedy for any dispute with Nova Mobility in connection with the service is a refund not to exceed the total amount of service fees paid during the immediately preceding twelve to thirty six month period.

EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

INTELLECTUAL PROPERTY

All portions of the Services and Equipment and any firmware or software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on related web site(s) are the property of Nova Mobility or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of Nova Mobility or third-party providers are and shall remain the exclusive property of Nova Mobility or third-party providers, and nothing in this Agreement shall grant you the right or license to use such Marks.

CREDIT REPORTING AUTHORIZATION

As permitted under applicable laws and without limitation to other rights provided in these TAC or other applicable policies, you authorize Nova Mobility to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Nova Mobility's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under these TAC, Nova Mobility may report your failure to a credit reporting agency.

ASSIGNMENT

Nova Mobility may assign these TAC and its rights and obligations pertaining to the provision of the Services, or parts thereof, to a parent or affiliated company without notice to you. You may not assign these TAC or your rights or obligations pertaining to the Services or any parts thereof without the written consent of Nova Mobility.

MISCELLANEOUS PROVISIONS

The TAC does not provide any third party with a remedy, claim, or right of reimbursement.

The TAC, any policies, guidelines, or other documents referenced herein, the provisions set forth in any marketing and informational materials or promotional offers for the Services, and the terms and conditions posted on the Nova Mobility web site constitute the entire agreement between Nova Mobility and you and supersede any prior agreements between you or Nova Mobility with respect to the subject matter of the TAC.