



# TERMS & CONDITIONS WIRELESS AGREEMENT

Welcome to **Nova Mobile Systems**. We are pleased to be your wireless product & service provider. We reserve the right to change or modify these Terms and Conditions of Service ("Ts&Cs") at any time, which will be effective immediately when posted to Nova's website at [www.novamobilesystems.net](http://www.novamobilesystems.net) or [www.novamobility.com](http://www.novamobility.com). Please check our website from time to time as these Ts&Cs may have changed.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND EACH PROVISION AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PRODUCTS & SERVICES PROVIDED TO YOU AND OUR USE OF YOUR LOCATION INFORMATION. THESE TERMS AND CONDITIONS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. THESE TERMS AND CONDITIONS LIMIT OUR LIABILITY AND THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

## General Definitions

In these Ts&Cs the following terms have the following meanings: (a) "Nova," "we," "us," and "our" refer to Nova Mobile Systems; (b) "you," "your," "user," "subscriber," or "customer" refer to the account holder or any other person who purchases, activates or uses the Wireless Products & Services we provide; (c) "Device" means any compatible product that we or a Nova authorized location provide or sell to you, or you provide, and that we activate with a wireless providers SIM card on your account; (d) "Service(s)" or "Wireless Service(s)" means any wireless services we provide or that reference these Ts&Cs and includes, but is not limited to, our rate and service plans, billing services, offers, promotions, applications, programs, products, features, software, or any Device on your account; (e) "Charges" means any access and usage charges, taxes, surcharges, fees, including regulatory cost recovery fees, government fees (whether assessed directly upon you or upon Nova) and other charges we charge you or that were accepted or processed through your Device as further defined below in the "Charges" section.

## Wireless Customer Agreement

These Ts&Cs are part of your Wireless Customer Agreement ("Agreement") and form a contract between you and Nova that applies to all Devices and Wireless Services provided to you. Your Agreement with us also includes: (a) our Privacy Policy available at [www.novamobilesystems.net/privacy](http://www.novamobilesystems.net/privacy); (b) our rate plans, and other transaction materials, including any receipt or service summary that you sign, accept, or that is provided to you, and any transaction confirmation materials we may provide to you; (c) any terms and conditions for wireless products, services, features, promotions, and applications not otherwise described in these Ts&Cs that we provide to you or that we make available on Nova's website at [www.novamobilesystems.net](http://www.novamobilesystems.net) (collectively "Supplemental Materials"); and, (d) our Policies (as defined below). In the event of any conflict between these Ts&Cs and any Supplemental Materials or Policies, these Ts&Cs control.



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## Acceptance of the Ts&Cs

You represent that you are at least 18 years old and/or that you are legally authorized to accept these Ts&Cs and to enter into this Agreement. Your Agreement with Nova begins when you accept these Ts&Cs by: (a) giving us a written or electronic signature, or by otherwise accepting through any other printed or electronic means; (b) paying for Service; (c) activating the Service; (d) using or attempting to use the Service in any way; (e) upgrading or modifying the Service; (f) opening any Device packaging; (g) or starting any application, program or software that states you are accepting. If you do not want to accept these Ts&Cs, do not take any of these actions.

## Policies

Services are subject to our business policies, practices, and procedures ("Policies"), including our Acceptable Terms of Use Policy. You agree to follow our Policies when you use our Services. Our Policies are subject to change at any time and become effective when posted to Nova's website at [www.novamobilesystems.net](http://www.novamobilesystems.net) or [www.novamobility.com](http://www.novamobility.com).

## Other Ts&Cs

Other terms and conditions, including end user license agreements, apply to certain applications, software, products, programs, services, promotions, and features that we provide to you, that you obtain from a third party through us, or that you obtain directly from a third party. These other terms and conditions may be significantly different from the Ts&Cs that are part of your Agreement. It is your responsibility to read and understand any other terms and conditions before you accept them. We are not responsible for any third party terms and conditions.

## Our Right to Change Terms and Rates

We may change any part of the Agreement at any time, without advance notice including but not limited to these Ts&Cs, Supplemental Materials, rates, rate plans, features, products, fees, expenses, coverage areas, roaming partners, international calling plan destinations, provisioning technology, and Charges for your Service. Changes become effective when posted on Nova's website at [www.novamobilesystems.net](http://www.novamobilesystems.net) or [www.novamobility.com](http://www.novamobility.com). We will attempt to provide you with notice of material changes by email or by such other means practicable, as determined by Nova, but do not guarantee that you will receive notice of any changes. If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept that change. Do not access or use our Services after the effective date of a change if you decide to reject the change and cancel Service. You will not be entitled to any refund or credit for the unused portion of your account balance if you decide to cancel Service before your monthly service period ends.



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## Termination

Either party may terminate this Agreement (which will end your Service with Nova) at any time and for any reason. You are responsible for all Charges until your account is cancelled. You may also request that we transfer ("port") your number to another carrier and Service for that number will be cancelled when the porting is complete. We reserve the right to charge a fee if you request to port your number. You are responsible for all Charges until the port-out is complete. We do not guarantee that number transfers to or from us will be successful. You will not receive a refund or credit for the unused portion of your account balance if you decide to cancel Service before your monthly service period ends.

You agree that we may, in our sole discretion, without limitation and without notice, limit, interrupt, suspend or cancel your Service for any reason, including, but not limited to: (a) any conduct that we believe violates the Agreement, these Ts&Cs, or our Policies; (b) your failure to have or maintain an adequate account balance; (c) if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives; or (d) if we have reason to believe that your Device or our Service is being used for an unlawful or fraudulent purpose, a Prohibited Use or in a way that may adversely affect our Service.

## Service Plans

Nova offers Annual and monthly service plans for Devices ("Service Plans"). Unless otherwise prohibited by your specific plan terms or type of Device, you may change your Nova Service Plan any number of times with service and data fees applied, although we may prohibit or restrict any plan change we believe is in violation of these Ts&Cs or any applicable Policy. In addition, we reserve the right to change the Service Plan you are on if your Device is not supported by the Service Plan you selected. Some Service Plan changes may be conditioned on the payment of certain charges to your data or service plan.

## Charges

You are responsible for paying all Charges for Services provided under this Agreement, including Charges made by any person you permit to have direct or indirect access to your Device even if you did not authorize its use. These include, but are not limited to, (a) monthly access charges; (b) usage charges (if your plan includes metered usage); (c) charges for features and add-ons; (d) taxes, fees and other assessments imposed by the government that we are required to collect and remit to the government (to determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your street address; if you do not provide an address or it is outside our Service area, we will designate a PPU within the Service area for you and we may terminate your Service); (e) other fees and charges including activation, reactivation, prepayment, convenience payment, restocking, Device unlocking, SIM replacement, number change, express delivery, upgrade, program, or other fees, including specific transaction fees, relating to Services and Devices purchased from us; and (f) surcharges that we collect and retain from our customers that include, but are not limited to, Federal or State Universal Service fees, regulatory charges, administrative fees, and government taxes or fees imposed on gross receipts, sales and/or property that we incur in providing Services to our customers. Surcharges are not taxes, and we are not required by the government to collect them from you. We determine the rate of these charges, and the amounts are subject to change.



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## **Billing**

You will not have access to detailed usage records for most Services. You may access your account on our Platform website([www.basic.novaassure.com](http://www.basic.novaassure.com)), on your mobile Device, or by visiting a store. We will attempt to send you monthly reminders of your account status, but we cannot guarantee that you will receive them or that you will receive them before your account is suspended or cancelled.

## **Payment and Account Balance**

The availability of Services depends upon your payment in advance of all Charges when they are due. Payment by a customer of good funds to "us" completes the customer's transaction. If you fail to make payments when due, the Services will be suspended and/or cancelled within a 30 day period. By making a payment you will have access to Services for a limited amount of time and you must use the Services during the designated period of time; any unused allotment of Services from one designated period of time will not carry over to the next period (e.g., Services do not roll-over). Charges for our Services and the amount of time Services are available following activation may vary. If your account is deactivated for nonpayment it will be placed in suspend mode for another 30 days. If your account is not replenished before the end of the 30 day suspend period, it will be cancelled. Amounts paid for Service Charges are non-refundable and account balances are not transferable, refundable, or redeemable for cash. If your account is suspended or cancelled, for any reason, any remaining balance will be forfeited. When your account is cancelled we will re-assign the phone number associated with your account, and that phone number, identification number, or email address associated with your account may no longer be available to you. We may also charge you a fee to reactivate Service depending on when you reactivate.

## **Account Access**

An account password or PIN may be assigned to you. In order to protect the security of your account, you should change this password or PIN as soon as possible after your account is activated. If you do not change your password or PIN, your account may not be secure. You agree to protect your password or PIN, and other account access credentials from loss or disclosure. You authorize "us" to provide information about and to make changes to your account, including the purchase of products and/or Services, upon the direction of any person able to provide information we deem sufficient to identify you. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. We may contact you by any means regarding customer service-related notifications, or other such information.



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## Devices

Nova does not manufacture any Device that we sell or that can be used with our Services and we are not responsible for any defects, acts, or omissions of the Device manufacturer. The only warranties on a Device are the limited warranties provided by the manufacturer (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER). Any Device used with our Service must be compatible with and not interfere with our Services, and must comply with all applicable laws, rules, certifications and regulations. If you use your own Device with our Service, it must be compatible with and must not harm our network. If you use your own Device, certain network and Device features and functionality may not be available and/or may not function properly with your own Device. We reserve the right to prevent you from using any Device on our network. All Device performance may vary based on your Device specifications including processor capabilities, software, memory and storage, and Device performance may impact access to all of our Services. We may periodically program Devices on our network remotely with software, system settings, applications, features or programming, without notice, either prior to, during or after service activation. These changes will modify the Device you use and may affect or erase data you have stored on the Device, the way you have programmed the Device, or the way you use the Device. You may be unable to use a Device until the remote programming is complete, even in an emergency. Devices purchased from Nova are sold exclusively for use with our Services, are designed for use only on Nova's collaborative networks, and no other, and may not function on other wireless networks. By purchasing a Device from Nova you agree to activate and use it with our Services. You also agree that you will not make, nor will you assist others to make, any modifications to any Device you purchase from Nova or programming to enable it to operate on any other system or network except in accordance with our Device Policies. You understand and acknowledge that Devices you purchase from Nova are sold solely for use with our network and that we will be significantly damaged if you use or assist others to use our Devices for any other purpose. You also agree not to take any action to circumvent limits on the quantity of Devices that may be purchased from Nova. You will be liable to Nova for any damages resulting from conduct prohibited in this section.

## Information on Your Device

Your Device and SIM card may contain sensitive company information that you may wish to protect and not disclose to others. Nova is not responsible for any of the information on your Device. You must remove any sensitive personal information from your Device before you return, exchange, recycle, or otherwise give up control of your Device. Information may remain on your device even if you remove the SIM card. Information left on your Device will be accessible to others who use your Device.

## Lost or Stolen Devices

You must contact us immediately to report a lost or stolen Device. After you report the theft or loss, you remain responsible for complying with your obligations under this Agreement including the payment of any monthly Service fees. You further agree to cooperate in the fraud or theft investigation and to provide us with information and documentation (including any proof of loss and police reports) as we may reasonably request.





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## **Availability of Service and Coverage**

Availability of Service and Coverage Services may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity and constraints, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We do not guarantee the availability of the wireless network or any Wireless Services. You must be in the coverage area to place or receive information. We do not guarantee coverage and our maps do not show actual network coverage or performance. International data roaming may be reduced to 2G speeds or other if needed. For more information see, [www.novamobilesystems.net](http://www.novamobilesystems.net) or [www.novamobility.com](http://www.novamobility.com).

## **Data Usage**

We measure data usage by the kilobyte, megabyte or gigabyte, where 1024 kilobytes equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. To determine your data usage, we calculate in full-kilobyte increments, and actual usage is rounded up to the next full kilobyte increment at the end of each data session. Data usage occurs whenever your Device is connected to our network and is engaged in any data transmission via our product+services. This includes among other things, sending and receiving alerts and reports from said service through our products. For example, applications that provide real-time information and location-based information connect to our network and continuously send and receive updated information. In addition, any data delivered to your Device, even if delivered to an application, as well as any alerts/reports or content initiating a response to a service, will count toward your data usage. Network overhead, software update requests, email notifications, and resend requests caused by network errors can increase data usage. You will be charged for all data usage when your Device is connected to our network, whether you initiate the connection or it runs automatically in the background and whether successful or not.

## **Location-Based Services**

Nova collects information about the approximate location of your Device in relation to our cell towers and the Global Positioning System . We use that information, as well as other usage and performance information also obtained from our network and your Device, to provide you with wireless data services, including services which may be provided by third parties, and to maintain and improve our network and the quality of your wireless service experience. We may also use location information to create aggregate data consistent with our Privacy Policy. It is your responsibility to notify users on your account that we may collect and use location information from Devices. Your Device is also capable of using optional content at your request or the request of a user on your account, offered by Nova or third parties that make use of your Device location information ("Location-Based Services"). Please review the terms and conditions and Nova's Privacy Policy for each Location-Based Service to learn how the location information will be used and protected.

## Software

The software, interfaces, documentation, data, and content provided for your Device may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by Nova (hereinafter "Software") is licensed, not sold, to you by Nova and/or its licensors/suppliers for use only on your Device. You are not permitted to use the Software in any manner not authorized by this license. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by Nova and/or its licensors/suppliers. Nova and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge Nova's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

## Intellectual Property

You must respect the intellectual property rights of Nova, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by Nova or accessed through Nova's websites. Except for material in the public domain, all material displayed in association with our Services are copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

## Prohibited Uses and the Misuse and Abuse of Services and Devices

When you purchase, activate or use our Services or any Devices you agree that you will not misuse or abuse our Services or Devices by doing, among other things, any of the following: (a) purchasing a Device without intending to activate or use it on our network; (b) reselling or rebilling our Services, or reselling Devices purchased from Nova; (c) modifying your Device from its manufacturer's specifications; (d) activating a Device on a Service Plan or with a feature or product not designated for its use (e.g., activating a 4G Device on a Service Plan intended for 4G LTE Devices); (e) using our Services or any Devices for any fraudulent or unlawful purpose; (f) using voice services as monitoring services, for data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals; or (g) using any Service in a manner that is burdensome or unusually excessive when compared to other customers in your area on similar plans.



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## Network and Service Protective Measures

We may, at our sole discretion, take any action to protect and maintain the integrity of our network, our rights and property, our Services, or the rights and interests of others, including, but not limited to (a) modifying, without advance notice, the permitted and prohibited data activities, and the optimization requirements for your Data Services; (b) engaging in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum; (c) reducing your data throughput speeds at any time or place if your data usage exceeds an applicable usage threshold; (d) using reasonable methods to monitor and collect customer usage information to better optimize the operation of the network; (e) changing the Service Plan you selected to a Service Plan identified by Nova as appropriate for the Device being used; (f) interrupting, suspending, canceling or terminating your Wireless Services without advance notice; and (g) blocking access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion.

## Disclaimer and Warranties

NOVA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW), WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING OUR WIRELESS SERVICES, DEVICES, APPLICATIONS, SOFTWARE, OR OTHER SERVICES SUBJECT TO THIS AGREEMENT. WE DO NOT PROMISE OR GUARANTEE UNINTERRUPTED OR ERROR FREE SERVICE OR COVERAGE. AND WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.

## Limitations on Service and Liability

You agree that, unless prohibited by law, the following limitations of service and liability apply and that neither we nor our parent companies, subsidiaries, affiliates, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) any act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or failures or defects in the Services or Software or Devices provided by or through us; (c) damage or injury caused by the use of Services, Software, or Device, including while used in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of Services or Software; (f) damage or injury caused by an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or any other emergency service; (g) any health-related claims relating to our Services or Devices; (h) data content or information accessed while using our Services; (i) loss or disclosure of any sensitive information you transmit; (j) interrupted, failed, or inaccurate location information services; (k) information or communication that is blocked by a spam filter; (l) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Nova storage space, including damage or loss from your use of the Services or from viruses, worms, or downloads of malicious content, software, materials, data, text, images, video, or audio; or (m) things we cannot control, including spiteful acts of God (such as hurricanes, tornados, fire, earthquake, etc.) riot, strike, war, terrorism, or government action.





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## **Limitation of Liability - No Consequential Damages**

UNLESS PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES IS NOVA LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, MULTIPLE, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER YOU OR ANY THIRD PARTY MAY SUFFER BY USE OF, OR INABILITY TO USE, SERVICES, SOFTWARE, OR DEVICES PROVIDED BY OR THROUGH NOVA MOBILE SYSTEMS, INCLUDING LOSS OF BUSINESS OR GOODWILL, REVENUE OR PROFITS, OR CLAIMS OF PERSONAL INJURIES. THIS LIMITATION AND WAIVER ALSO APPLIES IF YOU BRING A CLAIM AGAINST ONE OF OUR SUPPLIERS IF WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR THE CLAIM.

## **Indemnification**

You agree to indemnify, defend and hold Nova (including its officers, directors and employees) and our parent companies, affiliates, vendors, suppliers and licensors harmless from and against any and all claims for damages of any nature arising in any way from or relating to, directly or indirectly, the Services, Devices, or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM NOVA'S ALLEGED NEGLIGENCE, or any violation by you of this Agreement.

## **Terms That Apply to Specific States and Puerto Rico**

### **California: Unauthorized Charges**

You are not liable for charges you did not authorize, but the fact that an alert was received from your Device is evidence that the alert or report was authorized. Unauthorized charges may include interactions made to or from your Device after it was lost or stolen. Once you report to us that the Device is lost or stolen and your Device is suspended, you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend Services without a charge by contacting us at 800-734-9885, or online at [www.novamobilesystems.net](http://www.novamobilesystems.net) or [www.novamobility.com](http://www.novamobility.com). If you notify us of any charges on your bill you claim are unauthorized, we will investigate and advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission, and you may have other legal rights.