

TERMS AND CONDITIONS SPACE WIRELESS

Effective as of March 2015 until replaced.

Thank you for choosing Space Wireless Corp. for your wireless service provider. These terms and conditions are part of your agreement with Space Wireless Corp. for Mobile Phone and Mobile Broadband Services.

For the most current version of the terms and conditions or to ask questions, please visit our website at www.spacewireless.com. or call Customer Service at 1-305-7777812. The terms and conditions included with your Mobile phone may not be the most current version. If you activated Mobile Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

Your agreement ("Agreement") with Space Wireless Corp. and any of its affiliates doing business as Space Wireless Corp. providing mobile phone services ("Services") to you is made up of these terms and conditions of service ("Terms"). We use the words "we," "us" or "our" to refer to Space Wireless Corp. and its affiliates doing business as Space Wireless Corp. in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call) you accept the Agreement.

Provision of Service:

Your purchase of a digital mobile phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Space Wireless Corp. by independent affiliates to our network provider. Some Services may not be available or may operate differently in certain affiliate markets.

Changes to Agreement:

We may change this Agreement at any time. Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services. For purposes of the Agreement, "use" includes keeping the right to access the Space Wireless Corp. Coverage Area by not terminating Services. You may not modify the Agreement.

Use of Services and Equipment; Availability:

Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. Space Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other Space Wireless customers' use of the service.

Wireless Phone Services:

Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other Space Wireless Corp. customers. Atypical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the Space Wireless Terms of Service. Services are strictly for live dialog between individuals which includes voice, text or picture mail services. Likewise, data services are for individual use which includes activities such as email, web services, games, music and other personal uses. Services may not be used for monitoring services. Space Wireless unlimited voice, text and data service is not intended to be used for high volume business applications. You may not resell or lease Services or equipment to anyone.

Wireless Broadband Services:

Space Wireless Broadband services are for personal use. The service is not intended for high volume business applications such as network backup, secondary network connections, monitoring or other non-personal applications.

Acceptable Use Policies are applicable to Space Wireless Corp. plans and vary by product. Please contact customer service with questions on this policy.

Coverage Area:

Space Wireless Corp. provides service on a multi-carrier, national wireless platform. Services are available within the operating range of the Space Wireless Corp. Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Space Wireless phone will not accept the services of any wireless provider other than Space Wireless Corp.

Phone Number:

We assign telephone numbers and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. You do not have any property right to your phone number. It may be changed or reassigned. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honouring the request for transfer to collect any money owed by you for Services and Equipment.

Charges:

Airtime is billed in one-unit increments and any fraction of a minute is rounded up and charged at the full unit rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. Airtime may be invalidated if not paid for by you due to credit card declines or if not paid by the retailer. Directory assistance calls are free outside of the airtime charge. A text message (SMS) is charged at one unit/SMS increment. Picture mail (MMS) is charged at one unit/ MMS plus data charges.

You must have a unit plan and a data plan in place to use the MMS feature of your phone. Data is charged in megabyte increments.

For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. You are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, connection fees, optional features you select at an extra cost, and taxes and other regulatory-related charges.

Phones and Other Equipment:

Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment:

If your phone or other equipment is lost or stolen, you must notify us by calling Space Wireless Corp. Customer Service. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID:

Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

Pay-Per-Call Service:

Space Wireless Corp. will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

Limitation of Liability:

Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated Services to you during the affected period.

Space Wireless Corp. nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- any act or omission of any telecommunications service or other service provider other than us;
- any directory listing;
- any dropped calls or inability to place or receive calls;
- any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- traffic or other accidents, or any health-related claims allegedly arising with the Services;
- any late or failed message delivery;
- any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES:

UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification:

You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services.

This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

Arbitration:

Any dispute arising out of the Agreement or relating to the Services and Equipment must be settled by arbitration administered in Miami. Each party will bear the cost of preparing and prosecuting its case. We will reimburse you for any filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court having jurisdiction. The arbitrator has no power or authority to alter or modify the Agreement, including the foregoing Limitation of Liability section. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. This provision is subject to the Federal Arbitration Act.

Governing law:

This Agreement is governed by and must be construed under federal law and the laws of Miami, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in Miami.

Notices:

Unless required by this Agreement or Applicable Laws, (1) you may notify us by contacting Space Wireless Corp. Customer Service, and (2) we may notify you by leaving a message for you on your Space Wireless Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

General:

If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Copyright and Trademark:

Trademarks, product names, and company names and logos appearing on Space Wireless Corp. are the property of their respective owners. Users must obtain permission from Space Wireless Corp. before copying or using the owner's trademarks, product names and company names and logos.

SERVICE:

When purchasing services you are responsible for paying for all monthly plan usage plus associated tax and fees at the start of your billing cycle. If you incur additional usage of talk/text units and/or data usage during that billing cycle, you are responsible for paying for these services on the following months billing cycle. The current rate for these services is outlined at www.spacewireless.com.

To dispute charges you must notify us within 30 days of the billing date of the disputed call. Your undisputed portion of the bill must be paid upon receipt. Failure to make payment could result in loss of service.

SERVICE, Prepaid Services:

When purchasing prepaid services, you are responsible for prepaying all charges for using the service. The balance in your prepaid account is reduced by the charges attributable to your use of the service. You must keep a positive balance in your prepaid account to continue using the service. Anyone who purchases or uses the service, with or without the purchaser's consent is considered a user and subject to the terms and conditions.

To dispute charges you must notify us within 30 days of the date of the disputed call.

Service Limits and Coverage Maps:

Service is available to your handset only when it is within the range of our system or of an operator with which we have an applicable agreement. Coverage maps you may have viewed are only estimates; actual service coverage and service quality may vary, and are not guaranteed under the terms and conditions.

Misuse of Service:

You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive purpose, or in such a way as to create damage or risk to our business. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you. All rates and fees are subject to change without notice. Service provided is subject to our business policies, which can change without notice. Visit www.spacewireless.com for current rates and information.

Exchange Policy; Disputes:

Defective handsets or other defective equipment may be exchanged within 30 days of purchase in the case of a manufacturers defect. This policy does not apply to breakage caused by customer negligence or water damage. To exchange a defective device please contact our Customer Service to obtain a Return Authorization and shipping instructions. You must return the product at your expense, complete with all accessories that came with the device. Upon Space Wireless Corp. receipt of the returned product, Space Wireless Corp. will ship you the replacement device. Any other disputes should be handled by Customer Service.

If you do not dispute any charge on your account prior to its going inactive or within 60 days of the date of the receipt, whichever comes first, you give up your right to dispute.

No Warranties by Space Wireless Corp.:

SPACE WIRELESS CORP. MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPACE WIRELESS CORP. DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY.

Limitation of Liability:

Neither Space Wireless Corp. nor any of its affiliates, nor the directors, employees or other representatives of any of them are liable for damages arising out of or in connection with the use of the products or services. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Termination of Access:

Space Wireless Corp. may terminate your access without notice, for any conduct that Space Wireless Corp., in its sole discretion, believes to be harmful to individual users, Space Wireless Corp. or any of its affiliates, or any rights of Space Wireless Corp. or any third party, or to violate applicable laws.

Change in Agreement:

Space Wireless Corp. may modify this Agreement at any time by posting the revised agreement on the website. Any revised User Agreement is effective upon the user accessing the website.

You can also send an email to support@spacewireless.com.