

TERMS AND CONDITIONS OF SERVICE

Selectel Inc.

The Services described below are subject to the terms and conditions of Service contained herein. Please read and understand these terms and conditions of Service very carefully. By accepting the terms and conditions contained herein, they become a legally binding agreement (the "Agreement") between you ("You" or "Your") and Selectel Inc, dba Selectel Wireless. Please read and understand these terms and conditions of Service very carefully.

1. License. In consideration for your acceptance of the terms and conditions contained herein, Selectel hereby grants you a terminable, non exclusive, non transferable license to access and use the System solely for the purposes of the Services described in this Agreement and for no other purpose. For purposes of this Agreement, the "System" shall mean the Selectel Website to which You are being given access (the "Website"), and all materials, documents, information, and software related to and located on the Websites owned by Selectel and access to which is being provided to You herein and all media containing such materials, whether online documents, hard copy, downloadable, software or otherwise. Except and unless otherwise provided by written authorization between You and Selectel. Selectel shall retain ownership of all rights in the System and any information downloaded from the System.

2. Services. You will receive the following services (the "Services") through the Dealer Website:

- (a) Activate new lines of service;
- (b) Port in/transfer mobile number from another service provider to Selectel;
- (c) Change mobile directory number (this is done through the live dealer chat)
- (d) Check mobile number status (includes current MDN, ESN, Plan, Exp Date, Reserved Plans)
- (e) Change ESN/MEID;
- (f) View Reports of your transactions;

3. Restrictions on Use of the System.

3.1. Except as otherwise provided in this Agreement, You shall not:

- (a) Grant access or permit the use of any portion of the System to any other party unless specifically authorized by Selectel in writing;
- (b) Modify, translate, distribute or prepare any derivative works based on any portion of the System;
- (c) Rent, loan, license or sublicense any portion of the System;
- (d) Copy or distribute any portion of the System;
- (e) Fail to comply with Your obligations under any agreement with Selectel or any affiliate of Selectel;
- (f) Access customer call records or any other personal Confidential Information not specifically authorized by Selectel in writing;
- (g) disassemble, reverse engineer or decompile any portion of the System;
- (h) Use the System in connection with any handset not authorized or certified by Selectel;
- (i) Remove any proprietary labels, notices or marks from any portion of the System;
- (j) Use the System in violation of any law, rule or regulation or in violation of any terms or conditions contained herein;
- (k) Use the System in connection with the cellular services or handsets of any third party, including Verizon Wireless;
- (l) Use the System to sell a PIN or a card for less or more than its face value;
- (m) Use the System in violation of any law, rule or regulation or in violation of any terms or conditions contained herein;
- (n) Use the System in connection with any handset not authorized or certified by Selectel;
- (o) Assist anyone or participate in any fraudulent usage of Selectel's products or service or prepaid air time.

3.2. Terminated Employees. You agree to take all reasonable commercial actions to take possession of all documentation with respect to the System, whether in hard copy form or as downloaded electronic documents, from each employee or agent whose employment or agency with you has been terminated, for

any reason. You further agree to take reasonable commercial steps and actions to eliminate access to the System by any user whose employment, for any reason, was terminated.

3.3. Operation of Store.

3.3.1. Physical or Online Store. You are required to operate a physical or an online retail store in order to access the Services on the Dealer website. You may be required to provide proof of operation of a such a physical or online retail store, and may be required to provide a federal tax ID number and the operation of your store must not be in violation of Selectel's terms and conditions of service. With regard to online stores, as a general guideline, You must have at least 70% of the graphics, content, of Your Website representing You, and up to 30% representing the Selectel Wireless brand. For instance, Your logo on Your Website should be at least double the size of a Selectel Wireless logo on the site. The site MUST clearly convey ownership by You and clearly indicate that You are the authorized party operating the site and not be ambiguous or have the appearance, intentionally or unintentionally, that it is owned, run or controlled by, or associated with Selectel in any manner other than as a virtual store operated by You. Selectel has the sole discretion to determine whether Your Website is in compliance with the above. Pictures of phones with the Verizon logo is prohibited from being used on Your website.

3.3.2. Dealer Code. Every location (physical or virtual) operated by You is required to have its own code and associated address/contact information. In addition, You are responsible for notifying Selectel of any changes in their address/contact information.

3.4. Representation. You must represent Selectel in a professional and ethical manner at all times In dealing with customers of Selectel. Appropriate and professional conduct is expected of You, both when dealing with customers and the general public and when dealing with Selectel. Verbal abuse of a Selectel Customer Service Representative will not be tolerated. All reports of inappropriate, unprofessional, illegal or unethical conduct by You or any of Your agents or employees will be investigated and appropriate action will be taken.

4. Suspension; Fraudulent Activity. In the event that Selectel possesses a reasonable basis that the System, or any of Selectel's systems and databases or the intellectual property rights or Confidential Information of Selectel or any third party used by Selectel, are being compromised or endangered due to theft, virus, worm or other similar damaging occurrence or that the System, in Selectel's sole discretion, is being misused or abused by You, then Selectel shall suspend Your access to the System until Selectel and You have taken reasonable measures satisfactory to Selectel to cease and prevent any further damage, misuse or abuse of the System. Furthermore, if Selectel provides You with notice of the occurrence of a fraudulent usage or if you should have known of a breach based on fraudulent activity, then You must use all of Your best efforts to stop such activity immediately. You are solely responsible for all risks, expenses or liabilities arising from or relating to any misuse or abuse of the System or from any fraudulent activity, including, but not limited to, any cloning of PINs, credit card fraud, PIN theft, or any other fraud or misuse of the PINs, the Handsets or the System.

5. Marks. Selectel places a very high value on its brand identity and awareness in the marketplace, which it has worked very hard to achieve, and on its marks, licensed name, trademarks, service marks, including, but not limited to, the Selectel Wireless and trademarks (the "Marks"). Selectel continuously expends a great amount of resources to vigorously defend and protect its Marks. The Selectel Wireless Marks and all other assets used by Selectel to refer to its name and brand are the exclusive property of Selectel and may not be used by any other person or entity without the express written permission of Selectel. This includes any and all uses, including but not limited to advertising, Websites, and printed promotional material. You may not use any of the Marks, including the use of the Marks in any advertising, sales promotion, press releases, or other publicity matters, without Selectel's prior written consent.

Verizon Wireless and Selectel are complete and separate business entities regardless of any business relationship between the two companies. Any and all uses of the Verizon Wireless name(s) or identifiers in any form, may not be used in conjunction with the use of the Selectel name or identifiers unless authorized by Selectel in advance. Such use would constitute a violation of Selectel policy and Verizon Wireless policy. Violators of this policy will be suspended from selling Selectel products and services and may be prosecuted

to the extent allowed by law.

6. Handset Warranty

6.1. Handset Warranty. Any handset supplied and branded by Selectel is considered to be an Approved Handset. Any handset not supplied or branded by Selectel is a non-approved handset (hereafter "Non-Approved Handset") and is not warranted by Selectel. Selectel offers the end user a limited warranty of sixty (60) days on Selectel Approved Handsets only. The warranty starts from the date of purchase and does not cover any defects resulting from physical or water damage. Selectel does not warranty for any Non-Approved Handsets.

6.2. Handset Activation. All authorized dealers must take all necessary steps to ensure that the activation process has been completed successfully and that the handset is fully functional and ready for use. The process is described as:

- (a) Use "New Activation" option to activate a new Mobile Directory Number (MDN) in our dealer portal.
- (b) Program the phone with the new MDN by using over the air (OTA) *22890 (*228 for most smartphones) programming or manually program the phone if needed.
- (c) Place an outbound and incoming call to test the service is activated.
- (d) Provide the MDN and pass code information to the customer. The pass code is the last four digits of phone number.

6.3 Non-Approved Handset Support. Any handset supplied and branded by Selectel is considered to be an Approved Handset. Any handset not supplied or branded by Selectel is a non-approved handset (hereafter "Non-Approved Handset"). All Non-Approved Handset activations processed through the dealer portal will be executed on an "AS IS" basis without any warranties or guarantees.

6.3.1. Selectel does not guarantee any services to work on a Non-Approved Handset, including but not limited to OTA Programming, Voice Service, SMS, MMS, WAP, Mobile Browsing, Email Services or BREW.

6.3.2. With regard to Non-Approved Handsets, Selectel cannot be held liable or responsible for any extraneous charges incurred, including but not limited to roaming charges or toll charges caused by the usage of non-Selectel software.

6.3.3. Selectel Customer Care employees will not provide any manual programming assistance for Non-Approved Handsets. Selectel strongly advocates the use of OTA/OTAPA Programming as it will likely work on the majority of compatible, but non-approved handsets. Selectel Customer Care employees will continue to provide all other customer service functions, including but not limited to activations, ESN changes, MDN changes, plan changes, OTA, call processing, troubleshooting, roaming and device authentication.

6.3.4. With regard to Non-Approved Handsets, Selectel expressly disclaims all warranties, representations and conditions of any kind, whether express or implied, including but not limited to the implied warranties, representations and conditions of merchantability, fitness for a particular purpose and non-infringement.

6.3.5 Selectel Service does not support WAP on any device including approved and non-approved devices.

7. Disclaimer and Limitation of Liability. Except as expressly set forth elsewhere in this Agreement, You expressly acknowledge and agree that use of the System, is at Your sole risk. The System, and any related documentation or materials are provided "AS IS" and without warranty of any kind. Selectel is not responsible for errors in programming Handsets or their activations, or for any liability claims or charges, damages or expenses arising from the use of any non-approved Handsets. Plan cards/PINs are sold on a non-refundable, non-transferrable basis. SELECTEL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELECTEL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT

THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SELECTEL BE LIABLE FOR ANY LOST PROFIT, OR SPECIAL, CONSEQUENTIAL OR INTEREST DAMAGES. YOU ASSUME ALL RISKS AND LIABILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF YOUR USE OF THE SERVICES. In no event shall Selectel be liable for any monetary relief, or for injunctive or other equitable relief by reason of the intermediate and temporary storage of material on Selectel's system or network. Regardless of whether Selectel may be liable for any material stored or transmitted on its systems, Selectel reserves the right, in its discretion, to remove or disable access to material claimed to be the subject of illegal activity that in Selectel's judgment is illegal, obscene or otherwise contains harmful or malicious information or software. Selectel shall have no liability for disabling or removing in good faith any such material regardless of whether the material is ultimately decided to be infringing, harmful, obscene or illegal.

8. Interruption of Services. You acknowledge and agree that the level of Services provided by Selectel may be interrupted for reasons caused or associated with

(a) circumstances beyond Selectel's reasonable control, including, without limitation, fire, flood, acts of any governmental body, virus attacks or hackers, sabotage, armed conflict, embargo, strike or other labor disturbance, war, insurrection, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this Agreement;

(b) failure of access circuits to the Selectel Network, unless such failure is caused solely by Selectel;

(c) scheduled maintenance and emergency maintenance and upgrades;

(d) Domain Name Server ("DNS") issues outside the direct control of Selectel;

(e) outages or errors of any Selectel measurement system;

(f) Your acts or omissions (or acts or omissions of others engaged or authorized by Selectel), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of this Service Agreement;

(g) issues with FTP, POP, or SMTP access;

(h) e-mail or webmail delivery and transmission;

(i) DNS Propagation; and

(j) outages elsewhere on the Internet that hinder access to Your account. Selectel is not responsible for browser or DNS caching that may make the site appear inaccessible when others can still access it. You acknowledge that Selectel is not liable to You if changes to the System render obsolete any of Your equipment, service or software applications or any equipment or software provided by Selectel.

9. Confidentiality. You acknowledge that, in the course of providing Services under this Agreement, You will have access to, among other things, confidential information of Selectel.

9.2. "Confidential Information" shall mean confidential and proprietary business documents and information, whether in tangible, intangible or electronic form, including, but not be limited to:

9.2.1. of a technical nature, such as methods, know how, formations, designs, specifications, prototypes, compositions, processes, mathematical applications, discoveries, machines, inventions, computer systems, software and computer programs and similar items;

9.2.2. of a business nature, such as information respecting finances, costs, purchasing, profits, markets, sales, assets, Yours, clients, vendors, brokers, agents, employees, litigation, contracts, agreements, relationships, and condition of property and equipment; and,

9.2.3. Pertaining to future developments, such as research and development or future marketing, manufacturing, merchandising or financial plans or programs.

9.3. You shall not use Confidential Information received from Selectel for any purpose other than for purposes outlined in this Agreement and shall hold the Confidential Information received in confidence with at least the same degree of care You use to protect Your own confidential information of similar sensitivity and importance, and in any event not less than a reasonable degree of care. You shall limit access to the Confidential Information to a "need to know" basis and shall limit access to those persons who are directly participating in work involving Selectel and who, in addition, require such Confidential Information for the performance of their duties. You shall not copy or reproduce, in whole or in part, any Confidential Information except as is necessary to fulfill the purposes of this Agreement.

9.4. You agree to return the Confidential Information to Selectel promptly upon request, including all written documents which Selectel has made available or otherwise furnished to You and all copies which may have been made of such documents. Upon the request of Selectel for a return of the Confidential Information from You, You will also destroy any written documents, memoranda or work papers of Selectel which contain the Confidential Information or any part thereof, and will cause the Confidential Information, or any part thereof, to be removed from any computer or other electronic storage media.

9.5. Title to and ownership of all Confidential Information shall remain the exclusive property of Selectel and nothing in this Agreement, or any course of conduct between the parties shall be deemed to grant to You any rights in or to the Confidential Information or any part thereof, other than as expressly granted herein. You shall not remove any proprietary, copyright, trade secret, or other proprietary rights legends from any form of received Confidential Information.

9.6. You acknowledge that the Confidential Information received from Selectel has great value to Selectel, is unique, and that Selectel may not be fully compensated by monetary damages for a breach of this Agreement by You. Accordingly, You agree that, in addition to all other rights and remedies available to Selectel at law or in equity, Selectel shall be entitled to injunctive relief in any court of competent jurisdiction to enjoin a breach of this Agreement by You, without proof of actual damages therefore and without the posting of a bond or other surety therefore.

10. Indemnification by You. You shall defend, hold harmless and indemnify Selectel, its members, officers, agents and employees, against any and all claims, liabilities, damages, or judgments asserted against, imposed upon or incurred by Selectel, its members, officers, agents or employees that arise out of Your use the System's data, information, or systems provided by You to Selectel for use in the discharge of Selectel's responsibilities under this Agreement. The indemnification granted under this Section 8 includes, without limitation, indemnification with respect to (a) any claim by Your personnel for any compensation or benefits; or (b) any negligent act or omission of You or Your employees, agents, officers, independent contractors, and personnel; or (c) Your breach of any representation or warranty made in this Agreement or infringement of a patent, copyright, trade secret, trademark or other intellectual property relating to any information provided by You to Selectel.

11. Term and Termination.

11.2. Term. The term of this Agreement shall commence on the date these terms are accepted and shall continue as long as you are authorized by Selectel to resell Selectel Wireless Products (the "Term") and have access to the System.

11.3. Termination for Cause. Selectel may terminate this Agreement during the Term if You materially breach any term or condition of this Agreement.

11.4. Effect of Termination. Upon termination of this Agreement, You shall:

11.4.1. not retain any rights in or to the System;

11.4.2. Remove integration of any portion of the System that resides on Your internal systems; and

11.4.3. Immediately return to Selectel any Confidential Information you may have been provided.

12. Survival. The following provisions shall survive the termination or expiration of this Agreement: Sections 3, 5, 6, 7, 8, 9 and 10.

13. Assignment. You may not transfer this Agreement or any rights granted hereunder without the prior written consent of Selectel.

14. Entire Agreement. This Agreement contains the entire understanding of the parties and may be amended only by a writing signed by the parties. This Agreement shall supersede any prior agreements between the parties with regard to the same subject matter. This Agreement may be changed at any time by Selectel upon providing You with advance written notice of such change. Your continued use of the Website and the Services constitutes Your acceptance of any changes to the Terms and Conditions contained herein. You are solely responsible for making sure that You have read and reviewed and agreed to the terms and conditions contained herein.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Nebraska applicable to contracts made and performed in Nebraska. You consent to the exclusive jurisdiction of the courts of Dodge County, Nebraska for the resolution of any dispute.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

17. Notice. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, via e-mail or facsimile transmission, or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to the appropriate party at the address of each party listed on the face hereof or in the Attachment.

18. Independent Contractor. You are an independent contractor. This Agreement shall not be construed to create or result in a partnership, joint venture or employment/employee relationship between You and Selectel hereto, or to make either party the agent of the other party.

19. Third Parties. Except as expressly provided herein, nothing expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors and permitted assigns, any rights, benefits or remedies of any kind or character whatsoever under this Agreement.

20. Taxes. Dealer is responsible for all applicable City, County, State fees, sales and use taxes.

