

Terms and Conditions

Definitions:

"You" and "your" mean the person or entity that subscribes to Communication Services or purchases Equipment subject to these Terms and Conditions (this "Agreement.") "We," "our," "us," and "Alltel" refer to Alltel Communications, Inc., its subsidiaries and affiliates, as well as any other person or entity doing business as Alltel and providing Communication Services or Equipment to you. "Communication Service(s)" or "Service(s)" refer to any services you have asked us to provide to you through this Agreement. "Equipment" means any communications equipment or accessories you purchase from us or use in any manner in connection with your Services. "Terms and Conditions" include the following provisions as maintained at www.alltel.com that set forth the manner in which we provide Equipment and Service to you, such as rate plans, access charges, fees, taxes and surcharges, and the Equipment you have selected.

Acceptance: You accept this Agreement when you use the Service or Equipment. If you do not agree to the Terms of the Service, you should promptly return the box with the phone and all its contents undamaged to your place of purchase prior to any use. Phones purchased directly from Alltel must be returned within 15 days from purchase. Phones purchased at other locations are subject to that location's return policy. Activation charges and airtime fees are not refundable.

Account: You have agreed to establish an Account (the "Account") for use of Alltel prepaid wireless associated services (the "Service"). You agree to pay for the Service by deductions from your Account. After your initial Account set up, or refilling of your existing Account, we will provide the Service to you until you have depleted your Account balance. Charges for the Service including without limitation, wireless airtime, long distance, roaming (if available), refills, text and multi-media messages, downloadable applications, directory assistance and voicemail usage will be deducted automatically from the Account at the applicable rate, depending on your plan and choice of features. If at any time the balance in your Account becomes zero or negative, you may not receive further Service until you refill the Account. If your Account is not refilled and maintains a zero or negative balance for a period of 120 consecutive days, your Account may be closed. If your account is closed, you may reinstate your Service by activating a new Account by calling 1-800-255-8359. You will be assigned a new number at this time; a reactivation fee may apply.

Call times are billed in one minute increments in which ALL calls will be rounded up to the next one minute increment unless otherwise indicated. The length of a call will be measured from when you initiate it (typically, when you press the "Send" key) until you terminate it (typically, when you press the "End" key). Incoming calls will incur airtime charges when you answer the call. Airtime is also charged when a caller leaves a voicemail and when you access your voicemail or retrieve messages from your Alltel wireless phone or another touch-tone phone.

You may incur additional charges for roaming or long distance calls. Rates and charges while roaming outside of your local Alltel service area may be different from your Alltel service area rates. We reserve the right to select the carrier you will use while roaming. Certain features may not be available in all areas or accessible to all wireless phones. You may only access Service through the telephone number assigned to you while the Account is active.

Payments

When applicable rate plan and/or feature(s) are selected, we will assess your Account based upon your selected plan for all charges associated with the Services. Payment will be due at activation for all charges associated with Equipment. Your account must have sufficient funds to accommodate the charges assessed on your assigned cycle date according to your rate and feature selections to avoid service interruption. If you have authorized payment for Services or Equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason.

You are responsible for paying all charges applicable to your Account and Service, including: access charges, airtime, features, text and multi-media messaging, roaming, toll, long distance, and directory assistance. In addition, you are responsible for paying any taxes, surcharges, fees, and assessments imposed by us or a governmental authority from time to time in connection with the Services or the Equipment.

Pay-Per-Minute Details: If you subscribe to the Pay-Per Minute plan, your subscription fee and applicable charges will be deducted from your Account as used. Monetary expiration date varies based on the replenishment amount. See replenishment card or www.alltelu.com for details.

Pay-Per-Day Details: If you subscribe to the Pay-Per-Day plan, your subscription fee and applicable charges will be deducted from your Account daily.

Pay-Per-Month Details: If you subscribe to the Pay-Per-Month service plan, you must pay your plan amount in full every 30 days in order to keep your account active and receive the full benefits associated with your plan. Any unused dollars and minutes will expire at the end of each 30 day period. Dollars remaining on an account at the end of a 30-day period cannot be used to purchase the next month's subscription. Upon depletion of your plan minutes, additional minutes will be charged at the pay as you go rate applicable for your plan. Payments toward a pay-per-month plan are non-refundable and non-transferable. If you subscribe to optional additional monthly features, your account will be charged each month on the same day (day varies by feature). If your account does not have sufficient funds to cover the monthly charge, the optional feature will not be awarded.

Airtime and Replenishment PINs: All airtime sales are final and non-refundable. Alltel is not responsible for, nor do we refund lost, stolen, misused or damaged PINs regardless of distribution method.

Termination By Us

We may, without liability, limit, interrupt, terminate or refuse to provide a Service for the following reasons, or for any other good cause: (a) if you do not honor any provision of these Terms and Conditions, (b) if you use a Service in a manner that adversely affects Service to other customers or harasses our customers, our employees, or others, (c) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so, (d) if you modify your wireless phone or any software residing thereon from the original manufacturer specifications, including for the purpose of accessing non-Alltel services, (e) if your Service is used in a manner that is excessive or unreasonable with respect to volume or length of calls when compared to the predominant volume or length of call of other Alltel customers or in your geographic area, or (f) if the majority of your Service is used roaming on a network not owned or operated by Alltel. You may not resell any Service. We may restore such interrupted or terminated Service, in our sole discretion, following your correction of the violation and payment of any amounts due, including any restoration charge we assess for restoring your Service.

Personal Identifiers

We assign telephone numbers and other personal identifiers in connection with the Service. 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. In the event that you become entitled to transfer a personal identifier to another party to obtain any Service we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment.

Services Provided By Third Parties

The Services will be provided either by Alltel or by its third-party vendors or contractors. Alltel reserves the right to change or modify the source of any Services provided to you without notice.

Unauthorized Use of Third Party Services

You agree that the mobile phone purchased may not be used to access any third-party services equivalent to Services provided, or Services made available, by Alltel even if you declined to purchase such Services from us. Your mobile phone contains programming designed to enable access to Alltel Services only. Using any manual or electronic means to circumvent any restrictions placed on your mobile phone or to modify without authorization any programming supplied on your phone is a violation of this Agreement.

Privacy And Customer Proprietary Network Information

You authorize us to monitor and record communications to us regarding your account or the Services for purposes of quality assurance. We will not give you notice of any subpoenas or court orders related to your account or use of Services unless required by law. Information in our billing and customer care systems concerning your account and your use of Services belongs to us, and you have no expectation of privacy with respect to such information. You agree that we may release information we have about you when required to do so by law, to provide to third parties solely for the purpose of assisting us in providing any Service to you, or if we reasonably believe that an emergency involving immediate harm to a person or property requires disclosure. We may analyze your account and usage information to communicate with you regarding Equipment or Services that may become available to you.

Theft and Fraud

If your Service or Equipment is lost or stolen or fraudulently used, then you are responsible for all usage incurred before Alltel receives notice from you of such loss or theft. You agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).

LIMITATION OF LIABILITY

IN THE EVENT WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR DAMAGES IN ANY WAY RELATING TO THE SERVICES OR EQUIPMENT, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE, WHEN APPLICABLE, FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES. WE ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEYS' FEES.

DISCLAIMER OF WARRANTIES

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE DO NOT PROMISE UNINTERRUPTED OR ERROR FREE SERVICE. WE MAY NOT MANUFACTURE ANY EQUIPMENT OR SOFTWARE THAT YOU MAY USE IN CONNECTION WITH YOUR SERVICE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER).

About These Terms and Conditions

If you lose your copy of the Terms and Conditions, you may retrieve the then current electronic copy from www.alltel.com at any time. We may change, at our sole discretion, these Terms and Conditions, including any change in any charge or fee, or the imposition of a new charge or fee, at any time. We will make reasonable efforts to notify you of any material changes to your Service by text message and by posting the updated terms and plans at www.alltel.com.

Applicable Law

Your Agreement and Alltel's provision of Services to you are subject to (a) the laws of the state in which the Service is obtained and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

Assignment

Alltel may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

No Waiver; Severability

If Alltel does not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

Third Parties: This Agreement is for the benefit of you and Alltel only, and not any third party.

ARBITRATION

ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES AND EQUIPMENT MUST BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, USING THE WIRELESS INDUSTRY ARBITRATION RULES. INFORMATION REGARDING THIS PROCEDURE MAY BE FOUND AT WWW.ADR.ORG. 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 OR THESE TERMS AND CONDITIONS, 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. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION CLAUSE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

Entire Agreement:

This Agreement, including its Terms and Conditions, is the entire Agreement between you and us, which may only be amended as described above. This Agreement supersedes any and all statements or promises made to you by any of our employees or agents.