

# Customer Account – Terms and conditions



Enabling Elements, Inc.  
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## TERMS of Service:

Cellular Broadband services are provided AS IS and have no guarantees of service availability or any warranty of service quality. Enabling Elements, Inc. and all suppliers required to provide service shall incur no liability for any service failure experienced by Purchasers or consumers of any service associated with this request. Purchasers are solely responsible for all liability arising out of or resulting from such use of any equipment or component(s) of service. Purchasers agree that Services were not designed for use as traditional telecommunications voice services. Purchasers and any user of Services purchased may experience planned or emergency interruptions of the Services (or certain features of the Services) or degraded service quality at any time without notice. Such outages or other disruptions may limit a Purchasers ability to establish or complete a data session for extended periods of time. Purchasers agree to fully indemnify, defend, and hold harmless Enabling Elements, Inc., its officers, directors, affiliated entities, employees, agents, subcontractors and suppliers from all liabilities, claims, fees, expenses, costs or damages of any kind arising out of loss of use, personal injury or death or damage to property related to any of the Services purchased.

Each connection and services, including any additional order of service, supplied to Purchasers under these terms is subject to a minimum term which will commence when that connection number is activated in the service provisioning system.

- Service Activation and first month access charge is due at the time of initial service request.
- Monthly Recurring Charges (MRC) are charged in advance on the start of the contract date.
- Price plan upgrades will be charged as they occur, unless otherwise negotiated.
- Additional charges - including but not limited to service usage, will be charged in arrears.
- Usage charges (if any) are calculated from data obtained by 3<sup>rd</sup> party service providers and are due and payable upon receipt.
- Purchasers shall provide a minimum of 30 days written notice of the Purchasers request to terminate services requested here.
- Special Invoicing Terms – if separately agreed to:
  - 12 months service will commence upon activation - 30-Day-renewal notice will be sent at the start of the 12th month of service
  - Activation Charges and 12 month's recurring service charges will be charged upon receipt of Purchase Order or Activation. Payment is due upon receipt. Payments are non-refundable. Charges cannot be pro-rated if service is cancelled before end of term
  - Over Monthly Rate Plan Usage, SMS charges or other additional charges will be charged in arrears

Purchasers will promptly suspend or terminate Services to End-Users reasonably suspected of fraudulent, malicious, abusive, or unlawful use of Services. Enabling Elements reserves the right but is not obligated to suspend or terminate any Services that are reasonably suspected of fraudulent, malicious, abusive, or unlawful use of Services.

Purchasers will provide to Enabling Elements valid and complete state and local resale exemption certificates for the Services resold to End-Users for each jurisdiction in which Purchasers resell the Services to Users.

Any Purchasers or User owned equipment or hardware utilized by Purchasers or Users in connection with the Services and connecting to a cellular network must be industry certified and MNO approved devices.

Purchasers agree to pay in full for all Services together with all applicable charges, surcharges, and taxes, in U.S. dollars and immediately available funds. Purchasers agree to pay all charges incurred for Services, including without limitation: any taxes and fees on all included, and or paid for, lines of service; data usage; international services, roaming, and any other features or services provided, enabled or subscribed to, including any third party services; and all other applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed, surcharges, permitted fees and cost recovery charges, for any programs in which we may participate in the delivery of services to Purchasers. Purchasers are responsible for paying any government or quasi-governmental imposed fees, taxes, surcharges even if they become applicable retroactively. Please note that we may not always be able to notify you in advance of these charges.

**DISCLAIMER AND WARRANTIES.** PURCHASERS UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS AND THAT ENABLING ELEMENTS DOES NOT PROVIDE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING OR CONCERNING THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT OR ANY SCHEDULE ISSUED HEREUNDER, OR THAT THE SERVICES WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF CONTENT, OR LOSS OF CONTENT, DATA, OR INFORMATION UNLESS EXPRESSLY PROVIDED IN A SCHEDULE EXECUTED BY BOTH ENABLING ELEMENTS AND PURCHASERS. ENABLING ELEMENTS DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD-PARTY ATTACKS.

**Purchasers Warranties.** Purchasers warrant that (a) it is a duly formed entity (i.e., corporation, limited liability company, government entity or sole proprietor) in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all locations where the nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform this Agreement; (d) the execution and delivery of this Agreement have been duly authorized; (e) Purchasers have and will continue to have all right necessary to provide, access and modify their content and data, including rights to grant the license to Enabling Elements, and to distribute such content and data across the Internet using the Services supplied by Enabling Elements; (f) the Purchasers content and data does not violate any applicable law, including any law or regulation regarding the transmission of technical data exported from the United States or any other applicable country, any law or regulation regarding privacy rights, or any law or regulation regarding harassment or defamation or other tort; (g) Purchasers shall employ reasonable professional standards in performance of its rights and obligations under this Agreement, and shall avoid deceptive, misleading or unethical practices that may be detrimental to Enabling Elements or the Enabling Elements Services; (h) Purchasers will not access any information or data provided or controlled by any other user of Enabling Elements Services and will abide by and will not circumvent or otherwise disable any security or data protection measures implement by Enabling Elements; and (i) Purchasers will not, and will not permit any third party to, upload, post, email transmit or otherwise make available using the Enabling Elements Services any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.

**LIMITATION OF LIABILITY.** PURCHASERS AGREE THAT IN NO EVENT SHALL ENABLING ELEMENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS, OR LOSS OF GOODWILL ARISING OUT OF OR IN

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CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICE, WHETHER OR NOT ENABLING ELEMENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INDEMNIFICATION.** Purchasers agree to indemnify and hold harmless Enabling Elements stockholders, officers, directors, affiliates, agents and employees from any and all loss, cost, damage, expense, or liability, including, without limitation, court costs and reasonable attorney's fees, arising out of, in whole or in part, directly or indirectly, the sale, marketing or promotion of the Services, and for any claim of copyright, trademark, or service mark infringement or misappropriation of trade secret arising out of, directly or indirectly, the acts, omissions, or representation of Enabling Elements.

**SEVERABILITY.** Parties acknowledge and agree that if any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable.

**FORCE MAJEURE.** Enabling Elements shall not be liable to Purchasers for delays, damages, losses, or failures of performance caused by failures of third-party MNOs or telecommunications providers, power failures, fires, floods, earthquakes, explosions, accidents, war, acts of terrorism, strikes, embargos, governmental actions, acts or omissions of third-parties, acts of God, or any other event beyond the reasonable control of Enabling Elements.

**END USE SERVICE AGREEMENT.** Purchasers shall cause each user of the Service to be bound by terms that contain the following provision:

“[End-User name] EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WHOLESALE WIRELESS RESELLER OR UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT [End-User name] IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [Purchasers Name] AND THE UNDERLYING CARRIER. IN ADDITION, [End-User name] ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO [End-User name] AND HEREBY WAVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.”

**Enabling Elements, Inc. (773) 696-4130 - Support@EnablingElements.com**  
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Receipt of this form indicates agreement with all of the above terms, and serves as Purchasers authorization for Enabling Elements, Inc. to charge and collect payment for recurring services and usage-based, and other charges per the terms of service.

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