

NEXWAVE TELECOM SERVICE AGREEMENT

Account No. NXT-2024-119847 | Effective Date: February 15, 2024

Provider: NexWave Telecommunications Inc. ("Provider")

Subscriber: _____ ("Subscriber")

Selected Plan: Premium Unlimited 5G

Monthly Fee: \$89.99/mo | **Device:** Samsung Galaxy S24 | **Device Payment:** \$37.50/mo (24 months)

1. SERVICE TERM AND COMMITMENT

This agreement is for a minimum term of 24 months. The Subscriber agrees to a **mandatory 24-month commitment** with **no early cancellation permitted** during the first 12 months. After month 12, early termination requires payment of **100% of all remaining monthly fees** through the end of the contract term.

2. PRICING AND FEES

The monthly service fee is \$89.99. The Provider reserves the right to **increase rates at any time** during the contract period. Rate increases do not constitute grounds for early termination. Additional fees may include: activation fee (\$45), SIM card fee (\$15), network access fee (\$3.99/mo), and **undisclosed administrative fees** as determined by the Provider.

3. DATA AND SPEED

The "Unlimited" plan provides data access subject to the Provider's network management policies. After 10GB of usage per billing cycle, the Provider may **throttle speeds to 128 Kbps without notice**. The Provider **does not guarantee any minimum speed**, uptime, or service quality. Advertised speeds represent theoretical maximums under ideal conditions.

4. DATA COLLECTION AND PRIVACY

The Provider collects call records, text metadata, browsing history, app usage data, location data, and device identifiers. The Provider may **sell aggregated and individual user data to third-party advertisers** and data brokers. Subscriber consents to **real-time location tracking** for service optimization and commercial purposes. **Opt-out is not available** for core data collection.

5. DEVICE AND EQUIPMENT

Financed devices remain the property of the Provider until fully paid. If the Subscriber terminates service early, the **full remaining device balance becomes immediately due**. The Provider may **remotely lock or disable the device** at any time for any reason, including suspected policy violations. The Subscriber has no right to unlock the device during the contract term.

6. AUTOMATIC RENEWAL

This agreement **automatically renews for successive 12-month terms** unless the Subscriber provides written cancellation notice at least 60 days before the end of the current term. Failure to cancel within this window constitutes agreement to the renewal and any updated pricing.

7. SERVICE SUSPENSION AND TERMINATION

The Provider may **suspend or terminate service at any time without cause** and without refund for the current billing period. The Subscriber remains responsible for all charges incurred up to and including the termination date, plus any applicable early termination fees.

8. LIMITATION OF LIABILITY

The Provider shall **not be liable for any direct, indirect, or consequential damages**, including loss of data, missed communications, or business losses. The Provider's total liability shall not exceed the amount paid by the Subscriber in the most recent billing period. Subscriber **waives all rights to class action lawsuits**.

9. DISPUTE RESOLUTION

All disputes must be resolved through **mandatory binding arbitration** administered by an arbitration firm selected by the Provider. The arbitration shall take place in Wilmington, Delaware, regardless of the Subscriber's location. Each party bears its own costs.

10. MODIFICATIONS

The Provider may modify any terms of this agreement by posting updates on its website. Continued use of the service after changes are posted constitutes **acceptance of all modifications without explicit consent.**

NexWave Telecommunications Inc. | 200 Wireless Drive, Wilmington, DE 19801 | 1-800-NEX-WAVE

By signing below, Subscriber acknowledges reading and agreeing to all terms.

To save as PDF: Press Ctrl+P (Windows) or Cmd+P (Mac) and select "Save as PDF"