

Terms and Conditions

THIS IS AN AGREEMENT FOR WIRELESS MESSAGING SERVICES BETWEEN YOU (Customer) AND PAGER XPRESS. YOUR Purchase and/or ACTIVATION of the PAGER DEVICE AND WIRELESS MESSAGING SERVICE IS YOUR CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE PAGER DEVICE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE. I hereby certify that I am over 18 years of age and I am authorized to enter into and make binding agreements regarding use of the pager/device. In event of default of payment, I agree to pay all outstanding payments due, all costs of collection, including interest, attorney's fees and court costs. **Limitation of Liability-** Customer acknowledges that messages may be lost, incorrect or garbled due to circumstances that are difficult to verify including, without limitation, adverse weather conditions, landline telephone network failures, wireless messaging system failures, incorrect information supplied by third party information providers via pager/device and the improper use by calling parties of the system. Customer also acknowledges that the damages resulting from the loss or distortion of a message are difficult to ascertain, and that Customer is better placed to insure against such losses. Customer accordingly agrees that in the absence of willful misconduct by Pager Xpress, Customer acknowledges and agrees that Pager Xpress and its representatives shall not be responsible for any incidental, consequential, punitive or other damages including lost profits arising out of this Agreement or from any wireless messaging disruption or interruption, billing, clerical or operational error. **Force Majeure-**Pager Xpress shall not be held responsible for any delay or failure of performance under this agreement caused by fire, flood, explosion, war, strikes, government requirements, equipment or system outages occasioned by acts or omission of telephone transmission, signal transmission and interconnection service provided by any carrier or employees thereof, or other causes beyond the control of Pager Xpress **Payment Methods:** Payments may be made by automatic

withdrawal from Customer's debit or credit card (collectively, "AutoPay") by providing the appropriate information to Pager Xpress. Customer's election to use AutoPay authorizes Pager Xpress to seek payment from Customer's credit card issuer or bank, as applicable, for the full amount of the Charges. By electing AutoPay, Customer (i) acknowledges receipt of Service for the total Charges set forth on each invoice and, as applicable, (ii) as the cardholder, agrees to perform the obligations pursuant to Customer's agreement with the credit card issuer. After the expiration of the Initial Term, Customer may cancel AutoPay for future Charges by providing Pager Xpress with not less than fourteen days written notice. Customers using AutoPay are solely responsible for the maintenance of appropriate balances in their checking accounts and credit availability in their credit card accounts, including, without limitation, the valid non-expiration of their credit cards. **Pager Xpress, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO CUSTOMER, RESERVES THE RIGHT TO CHARGE ANY AMOUNTS DUE HEREUNDER AGAINST CUSTOMER'S CREDIT CARD AND/OR CHECKING ACCOUNT. BY ACCEPTING SERVICE, CUSTOMER HEREBY AUTHORIZES PAGER XPRESS TO MAKE SUCH CHARGES AGAINST CUSTOMER'S CREDIT CARD AND/OR CHECKING ACCOUNT.** **Payment Terms-** The initial term of this Agreement shall commence upon purchase of the service and shall continue for an amount of time equal to the term associated with the specific payment option chosen by Customer, and shall be referred to herein as the "Initial Term". Payments due under this agreement are billed in advance and are due and payable by the listed due date. Upon expiration of the Initial Term service is automatically renewed and customer agrees that failure to cancel service before the due date will result in the entire balance being due, even if service is disconnected for non-payment. If customer has selected "AutoPay" the term of the Agreement shall continue on a month-to-month basis until terminated by either party as permitted under this Agreement. **If customer cancels service, Customer must cancel service by phone or email only. Cancellation request must be provided to Pager Xpress no later than 5 calendar days prior to the renewal date. If service is**

cancelled for any reason after the renewal date, including for non-payment, an Early Cancellation Fee will be assessed in addition to any service fees due. Cancellation of service for any reason will not result in a refund of unused service. Pager Xpress reserves the right to cancel service at any time if customer's mail is returned. A service charge of \$20 will be applied to all return check items or credit card charge backs. Late fees of \$5.00 will be charged on all accounts past due. A reconnect fee of \$15 will be charged to accounts that are disconnected for non-payment or due to customer request. Pager Xpress reserves the right to cancel service to customer if account is past due. A Past Due Account shall be defined as any account that has an outstanding balance. If service is interrupted or cancelled due to a past due balance service fees will not be refunded. **Pager Usage-** Two-way Plans allow for a certain amount of messages per month based on the service plan customer has selected. If customer exceeds the permissible message total, a charge of 10cents per message for Two-Way Service will be assessed. A message is defined as 1 to 100 characters (whether inbound or out). Pager Xpress reserves the right to cancel service at any time and require a deposit to reestablish service if call counts exceed Customer's service plan. **Merchandise Returns-** If customer is not satisfied with the product or service, customer may return pager within 10-days of the purchase date for a refund. Customer will be responsible for all shipping charges. Product must be in "like-new" condition. Pager Xpress is not responsible for lost or damaged mail and suggests customer retain postal insurance. If customer wishes to return product(s) for refund within the 10-day return period, customer must acquire a Return Authorization Number (RA#) from Pager Xpress personnel. A refund will not be issued if item is returned without an RA#.

Rented and Owned hardware Customer is responsible for all maintenance, repairs, loss, theft or damage thereto. Rented equipment is the property of Pager Xpress and customer will be responsible in returning hardware at time service is cancelled. If hardware is not returned within 15 days of cancellation customer will be responsible for replacement cost of hardware. Returns received following 15 days will not be subject to a hardware credit.

NO REFUNDS WILL BE MADE ON PAGER SERVICE, PAGER PURCHASES, PAGER RECRYSTALS, PAGER ACTIVATION'S, PAGER REPAIRS, OR ANY ACCESSORIES.

Entire Agreement/ Amendments/Governing Law/Dispute

Resolution: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, and may not be amended except in writing and signed by an authorized representative of each party. Subscriber may not assign this Agreement without Pager Xpress prior written consent. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration administered by the Better Business Bureau of Massachusetts in accordance with its arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each arbitration pursuant to this Agreement shall be limited to an action between the parties to this Agreement. There shall be no consolidation or class action of any arbitration action involving parties to this Agreement with any arbitration or other action between Beepers.com and any other person. The parties expressly waive all rights to a jury trial. Subscriber expressly waives any and all claims for attorneys' fees. The laws of the State of Massachusetts shall govern this Agreement. If any provision hereof is held to be invalid or unenforceable by any arbitrator or any appeals court of competent jurisdiction after the arbitrator's decision thereof, such holding shall not invalidate or render unenforceable any other provision of this Agreement.