



**1. PROVISION OF SERVICES.** This Consumer Service Agreement (the “Agreement”) – Terms and Conditions, including any addenda or amendments (together, the “Terms”) is made by and between Hotwire (“Hotwire”, “we”, “us”, or “our”) and the Customer (“Customer”, “you” or “your”). “Hotwire” means Hotwire Communications, Ltd. and all Hotwire subsidiaries and affiliates authorized to provide you with services.

**BY ENROLLING IN, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY. YOU MAY NOT MODIFY THIS AGREEMENT BY MAKING ANY TYPED, HANDWRITTEN, OR ANY OTHER CHANGES TO IT FOR ANY PURPOSE.**

“Service” or “Services” includes, but is not limited to, all voice over internet protocol (“VoIP”) services (the “Services”), and the equipment or materials licensed or leased to Customer (collectively, “Products”), at the Customer’s home (the “Premises”). Hotwire retains title to all Products not sold to Customer. The Services covered in this Agreement are subject to availability and may not be available at all locations. Hotwire will use commercially reasonable efforts to deliver Services by a requested date, but Hotwire’s liability is limited (as stated below) for timely installation and cut-over, for proper testing and operation of Services, and for interruption of Services during transfer from another provider.

**2. CUSTOMER’S PAYMENT OBLIGATIONS. a. General.** In accordance with Section 3 below, you agree to pay Hotwire for the Services at the prices and charges for the Services to which you subscribe and/or use. You agree to pay all bills or invoices on time (on or before the due date) and in U.S. currency. Hotwire does not waive its right to collect the full amount due if you pay late or you pay part of the bill, even if you write the words “Paid in Full” (or similar words) on any correspondence to Hotwire. If any portion of the payment is not received by Hotwire or if any portion of the payment is received by Hotwire in funds which are not immediately available upon presentment, then a late payment charge shall be due to Hotwire. Late payment charges will be applied without discrimination. Without limiting the foregoing, Customer shall pay Hotwire: **(a)** within twenty (20) days after invoice date all non-recurring charges (“NRCs”), including installation or repair or premises visit fees, and all advance monthly recurring charges (“MRCs”), including charges for unauthorized or fraudulent use originating on Customer’s side of the network; **(b)** interest calculated at 1.5% monthly (or the highest rate allowed by law) on amounts not paid within twenty (20) days of invoice date and not timely disputed; **(c)** all fees, taxes, and other charges that apply to Customer, Services or Products unless you can provide satisfactory documentation that you are exempt; **(d)** Hotwire’s costs and reasonable administrative and attorneys’ fees to collect unpaid amounts due; **(e)** all other charges set forth herein. **b. Price Changes and Restrictions.** Hotwire may change the rates, prices and charges for the Services at any time and such changes will be effective immediately. Such changes to rates, prices, charges, or terms or conditions in the Agreement will be [communicated](#) to you and will be incorporated by reference into this Agreement. From time to time, Hotwire may offer new rate plans and such rate plans may be available to customers upon request by contacting Customer Service.

**3. CHARGES.** You agree to pay all charges associated with the Services, including but not limited to, installation charges, monthly charges, Products charges, measured and per call charges, applicable federal, state and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use and/or provision of the Services. You agree to pay any regulatory recovery fees which Hotwire invoices you for municipal, state and federal government fees or assessments imposed on Hotwire, or any programs in which Hotwire participates, including but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services. Price information for the Services can be obtained by calling Hotwire’s Customer Service Department at 800-588-5668. If you use the Services in a way that is inconsistent with the normal use for your Service or plan, you will be required to pay the rates for the Service or plan that would apply to the way you used the Service. For example, if you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. If you dispute any charges, you must notify us immediately by calling the Customer Service Department at 800-588-5668 or writing to Hotwire Communications, PO Box 298, Wynnwood, PA 19096. If you do not notify us in a timely manner, you agree to waive any right to contest such charges.

**4. CREDIT CARDS.** You may be required to provide Hotwire with a valid credit card number when the Service is activated. You give Hotwire permission to charge the credit card provided to Hotwire by you in the event that you fail to pay your invoice when due. If the credit card expires, you close your credit card account or your billing address changes, or the credit card is cancelled and replaced because of loss or theft, you must advise Hotwire immediately. Hotwire may terminate your Service at any time in its sole discretion, if any change to your credit card on file with Hotwire is declined or reversed, your credit card expires and you have not provided Hotwire with a valid replacement credit card, or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you fully liable to Hotwire for all charges accrued before termination and for all costs incurred by Hotwire in collecting such amounts.

**5. ACCOUNT INFORMATION.** You are liable for all liability that may arise from your failure to provide true, accurate, current and complete information and to maintain and promptly update such information. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, misleading, not current or incomplete, we may suspend or terminate or refuse any and all current or future use of the Service(s), or any portion therein. You must promptly notify Hotwire of any change in your

invoicing address or, if applicable, in the credit card or bank account used for payment. You should notify the Hotwire Customer Service Department by calling 800-588-5668 or emailing [cs@hotwiremail.com](mailto:cs@hotwiremail.com).

**6. HOTWIRE EQUIPMENT.** You agree that except for the wiring installed inside the Premises (“Inside Wiring”), all Products belong to us or other third parties and will not be deemed fixtures in any way part of the Premises. Products include all new or reconditioned equipment installed, provided or leased to you by us or our agents. You agree to use the Products only for the Services pursuant to this Agreement. We may remove or change the Products at our discretion at any time the Services are active or following the termination of your Service(s). You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon or give away the Products, or permit any other provider of video, high speed internet or telephone services to use the Products. The Products may only be used in the Premises. At your request, we may relocate the Products in the Premises for an additional charge, at a time agreeable to you and us. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE PRODUCTS OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone other than Hotwire employees or agents to service the Products. We suggest that the Products in your possession be covered by your homeowners, renters or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damage, fees and charges if you do not return the Products to us in an undamaged condition.

**7. SERVICE PERIOD/TERM.** The minimum period for which Services are provided and for which rates and charges are applicable is one (1) month unless otherwise mutually agreed under contract. When a Service is discontinued prior to the expiration of the minimum period, non-usage related charges for the entire minimum period are applicable, whether the service is used or not.

**8. SERVICE SUSPENSION/TERMINATION.** Hotwire may terminate or suspend the Services at its sole discretion, at any time, for any material noncompliance with this Agreement, including but not limited to, failure to pay any or all amounts due, rejection of any form of payment, violation of any legal requirement, suspected or actual fraud or misrepresentation or commercially reasonable suspicion thereof, or Customer's bankruptcy, insolvency, assignment for benefit of creditors, or any similar action. Hotwire may also terminate Services without liability to Customer, upon written notice to Customer, if underlying facilities or services required by Hotwire to provide Services become unavailable or if the price of the underlying services or facilities increase to the extent that continued provisioning of Services becomes commercially unreasonable, as determined in Hotwire's sole discretion. Subject to the terms of this Agreement, you must reimburse Hotwire for any reasonable costs it incurs, including attorneys' fees, to collect charges owed to us. If you want Hotwire to renew the Services, we may require that you pay a deposit. Should you wish to reinstate any or all Services after disconnection, Hotwire may require you to pay an installation and/or service activation fee. These fees are in addition to all past due charges and other fees.

**9. YOUR OBLIGATION UPON TERMINATION.** You agree that upon termination of this Agreement you will do the following:

- (i.) You will immediately cease any and all use of the Services and all Products;
- (ii.) You will pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disconnected; and
- (iii.) Return all Hotwire Products to us. For more information on your obligations to return Hotwire Products, please see our Equipment Charge Back Policy and Rates at [www.gethotwired.com](http://www.gethotwired.com).

**10. CUSTOMER SERVICE.** We offer varying types and levels of customer service depending on a number of factors, including the Service(s) you are using and the problems you may be experiencing. We assume no obligation to provide support services for any third party products or services, or for problems with our Service caused by third party products or services. Unless you have entered into a separate services agreement with us, we may change the customer service options at any time.

**11. CUSTOMER'S OTHER OBLIGATIONS; INDEMNIFICATION.** Customer shall: (a) ensure compatibility of its equipment with that provided by Hotwire; (b) be responsible for the unauthorized use of the Services, including any payment for such unauthorized use; (c) not encumber Hotwire's equipment, facilities, or Products; (d) not dispute the validity of any liquidated damages, including any assertion that such damages are penalties or are not reasonably related to actual damages; (e) not use the Services, the Products, or any facilities or equipment of Hotwire in any unlawful way or for any unlawful purpose; (f) comply with Hotwire's Internet service policies and agreements posted at [www.gethotwired.com](http://www.gethotwired.com).

**YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OR YOUR INVITEE'S USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS. YOU ALSO AGREE THAT NO THIRD PARTY PROVIDER OR THEIR DIRECTORS, OFFICERS OR EMPLOYEES THAT ARE DIRECTLY OR INDIRECTLY ASSOCIATED WITH US IN THE PERFORMANCE OF OUR SERVICES SHALL BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF A SERVICE FAILURE.**

**12. LIMITATION OF LIABILITY. NOTHING IN THIS AGREEMENT LIMITS OUR LIABILITY, IF ANY, FOR OUR WILLFUL OR INTENTIONAL MISCONDUCT. IF OUR NEGLIGENCE CAUSES DAMAGE TO PERSON OR PROPERTY, WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF OUR NEGLIGENCE CAUSES DAMAGE OF ANY OTHER SORT, WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF OUR CHARGES FOR THE SERVICES OR PRODUCTS DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF HOTWIRE'S WILLFUL OR INTENTIONAL MISCONDUCT, WE WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES (UNLESS AN**

APPLICABLE STATUTE EXPRESSLY AUTHORIZES SUCH DAMAGES), AND WE WILL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL MISCONDUCT OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, MISREPRESENTATION) IT IS BASED.

WE WILL NOT BE LIABLE FOR ANY DAMAGES — AND WILL BE LIABLE ONLY FOR THE AMOUNT OF OUR CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD — IF SERVICES ARE INTERRUPTED, OR THERE IS A PROBLEM WITH OUR SERVICES CAUSED BY AN ACT OR OMISSION OF ANOTHER PERSON OR PROVIDER FURNISHING A PORTION OF THE SERVICES (I.E. DIRECTORY LISTINGS, 911, E911). THIS SECTION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

**13. DISCLAIMERS.** HOTWIRE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, WE DO NOT WARRANT THAT THE SERVICES OR PRODUCTS WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. NEITHER HOTWIRE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO THE CUSTOMER FOR OUR SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PRODUCTS OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS, DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF HOTWIRE'S OR ITS SERVICE PROVIDERS' OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING OUR SERVICES OR PRODUCTS, IF ANY, BY HOTWIRE OR HOTWIRE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

**DISCLAIMER OF 911 LIABILITY.** WE DISCLAIM ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. WE DO NOT HAVE ANY CONTROL OVER ANY LOCAL EMERGENCY RESPONSE CENTER. THEREFORE, WE ARE NOT RESPONSIBLE FOR WHETHER THEY ANSWER CALLS USING OUR 911 DIALING SERVICE, HOW THEY ANSWER THESE CALLS, OR HOW THEY HANDLE THEM. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 DIALING CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. WE ARE NEITHER LIABLE NOR RESPONSIBLE IF THE DATA USED BY A THIRD PARTY TO ROUTE CALLS IS INCORRECT OR PRODUCES AN ERRONEOUS RESULT. NEITHER HOTWIRE NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, FINE PENALTY, COST, AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF OUR SERVICE, RELATING TO OUR SERVICE, INCLUDING, WITHOUT LIMITATION, 911 DIALING. YOU WAIVE ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT.

**ADDITIONALLY, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HOTWIRE AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING BUT NOT LIMITED TO THE FOLLOWING:** (i) IF YOU ATTEMPT A 911 CALL FROM A LOCATION DIFFERENT FROM THE PREMISES FROM WHICH THE SERVICE IS REGISTERED; (ii) DURING A DISRUPTION OF POWER AT THE PREMISES; (iii) DURING ANY DISRUPTION OF INTERNET CONNECTIVITY TO THE PREMISES; (iv) DURING ANY PERIOD WHERE YOUR SERVICE HAS BEEN CANCELLED OR SUSPENDED FOR ANY REASON (INCLUDING SUSPENSIONS OR CANCELLATIONS FOR FAILURE TO PAY OR OTHER DEFAULT); (v) IF INCORRECT OR INVALID CUSTOMER ADDRESS INFORMATION IS PROVIDED, OR IF SUCH INFORMATION IS NOT UPDATED IN THE EVEN OF A CHANGE IN PRIMARY LOCATION; AND/OR (vi) IF EQUIPMENT PROVIDED TO OR USED BY CUSTOMER IN CONNECTION WITH VOIP SERVICE FAILS TO FUNCTION OR IS IMPROPERLY (OR IS NOT) INSTALLED OR CONFIGURED.

**14. DISCLOSURE DURING SUBSCRIPTION.** VoIP 911 service is different from traditional 911, but it is a safe and reliable means of emergency dialing that may differ depending on where you are located when using your VoIP service. Further disclosures regarding the VoIP 911 services is found at [www.gethotwired.com](http://www.gethotwired.com).

**15. SERVICE DISTINCTION.** Our VoIP Service is not a telecommunications service, and we provide it on a best efforts basis. There are important distinctions between a telecommunications service and our VoIP Service. Our VoIP Service is subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies. Events beyond our control affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our VoIP Service.

**16. NUMBER TRANSFER ON SERVICE TERMINATION.** If you desire to cancel your Service and port it to another carrier, it is your responsibility to ensure that the number has successfully ported prior to canceling your account with Hotwire. Cancellation of your Hotwire account prior to confirmation from your new provider that the telephone number has successfully ported shall result in an inability for Hotwire to port out your number and the potential loss of our number. Failure to cancel your account with Hotwire after successful porting to another provider may result in continued monthly charges by Hotwire for which you will remain responsible.

Upon contact from your new provider that you desire to port your telephone number, Hotwire will use reasonable efforts to release the telephone number that was ported to Hotwire by you and used in connection with your Service provisioned by Hotwire to your new service provider, if such new service provider is able to accept such number, and provided that your Hotwire account is completely current including payment for all charges and applicable Disconnect Fees. Customer may not be able to port away the telephone number if Customer cancels within thirty (30) days of the Activation Date.

**17. CREDITS.** Hotwire's sole responsibility for any Product failure shall be that Product's repair or replacement, at Hotwire's option. Hotwire's sole responsibility for any unscheduled interruption of Services, defined as failure to provide a service for more than twenty-four (24) consecutive hours (a "**Service Disruption**") shall be the issuance of outage credits. Outage duration is measured from the time that Hotwire opens or issues a trouble ticket number for a Service Disruption. Credits only apply to Service Disruptions caused by problems with Hotwire's network, may not exceed the total amount due for an affected Service during any single month, and will appear on the Customer's next monthly invoice after a Service Disruption. The following credits apply to each type of Service, unless otherwise required by applicable law: for the Service affected by a Service Disruption, the pro-rated daily amount due for the period during which the Service is affected after the initial twenty-four (24) hour period. In order to receive any credit, Customer must inform Hotwire of any disruption at the time the disruption occurs. Customer shall file a written dispute for any charges for Services or Products listed on the Customer's invoice within ninety (90) days from the date of the invoice containing disputed charges for any Services or Products. If Customer timely files a written dispute for Services or Products identified on a monthly invoice, then Hotwire will consider the Customer's dispute and issue credits in connection with this Agreement.

**18. INTERNATIONAL SERVICES.**

a. Foreign Carrier Restrictions. Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability to use Hotwire's Services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

b. Foreign Carrier Acts or Omissions.

i. When other U.S. or foreign carriers and foreign telecommunications administrations use facilities to establish connections to points not reached by Hotwire's network, Hotwire is not liable for acts or omissions of other carriers or foreign telecommunications administrations.

ii. International calls are priced on the basis of the country and city codes dialed by you. When the facilities of other U.S. or foreign carriers are used in establishing connections to points not reached by Hotwire's network, Hotwire is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

**19. CONTENT.** You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using your Service(s) or Products. You promise that you and anyone who uses your Service and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using our Service(s) and/or Products.

**20. NO DIRECTORY LISTING.** The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers your transfer from your local phone company may be listed.

**21. PASSWORDS.** You will be asked to create a password in order to gain access to your account information online or when contacting a Hotwire agent by phone. You agree to keep all passwords and account information confidential and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality and for all activities that occur under your password. You must immediately notify us if you suspect any breach of security such as loss, or unauthorized disclosure or use of your password and/or account.

**22. CHARGES FOR DIRECTORY CALLS.** We will charge you for each call you make to Hotwire directory assistance. Charges vary based on location. Please contact the Hotwire Customer Service Department at 800-588-5668 for the directory assistance charge associated with your Services.

**23. ACTIVATION FEE.** We may charge a one-time activation fee for residential and business accounts and any other activation fee that may apply to the particular features or Service that you select. Please contact Hotwire customer service at 800-588-5668 for the activation fee(s) associated with your Services.

**24. ACCESS TO YOUR PREMISES.** You agree to allow us and our agents the right to enter the Premises at reasonable times for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Products used to receive any of the Services. You warrant that you are either the owner or tenant of the Premises or that you have authority to give us access to the Premises. If you are not the owner or tenant of the Premises, you are responsible for obtaining any necessary approval from the owner or tenant to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's or tenant's name, address and phone number and/or evidence that the owner or tenant has authorized you to grant access to us and our agents to the Premises.

**25. AMENDMENTS.** Hotwire may change this Agreement from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in Section 2 of this Agreement. With respect to other changes to this Agreement, we will notify you of the changes, and they will be effective no sooner than ten (10) days after they are posted at [www.gethotwired.com](http://www.gethotwired.com). You may also request a copy of the revised Agreement for the Services you are enrolled in, by calling Hotwire at 800-588-5668. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Hotwire is relying on any representations or statements by the other party or any other person not included in this Agreement.

**26. GOVERNING LAW.** This Agreement, and all matters arising out of or related to it, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania's conflicts of law rules.

**27. PROVIDING INFORMATION TO AUTHORITIES AND THIRD PARTIES.** If we believe that you have used our Service(s) for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP addresses(es), email address(es), registered 911 address, and all other account information as follows:

- (i) in response to law enforcement or other governmental agency requests;
- (ii) as required by law, regulation, rule, subpoena, search warrant, or court order;
- (iii) as necessary to identify, contact, or bring legal action against someone who may be misusing the Service;
- (iv) to protect Hotwire's rights and property; and/or
- (v) in emergency situations where disclosure of such information is necessary to protect Hotwire customers or third parties from imminent harm.

**28. DISPUTE RESOLUTION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.**

**a. Binding Arbitration.** The arbitration process established by this section is governed by the Federal Arbitration Act ("FM"), 9 U.S.C. §§ 1-16. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one (1) arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect. The arbitration of any dispute involving ten thousand dollars (\$10,000.00) or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. The AAA's Commercial Arbitration Rules and fee schedules will apply to any disputes in excess of ten thousand dollars (\$10,000.00). You have the right to be represented by counsel in an arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

**NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND HOTWIRE BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.**

**b. Arbitration Information and Filing Procedures.** Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your Hotwire bill for the Services, or write to us at Hotwire Communications, Attn: Legal Department, PO Box 298, Wynnewood, PA 19096, and give us an opportunity to resolve the dispute. Similarly, before Hotwire takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty (60) days from the date you or Hotwire is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas, Texas 75240-6620 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at [www.adr.org](http://www.adr.org). The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Any arbitration shall remain confidential. Neither you nor Hotwire may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.

**ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE DATE THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.**

**c. Fees and Expenses of Arbitration.** You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules, except that for claims of less than one thousand dollars (\$1,000.00), you will only be obligated to pay a filing fee of twenty dollars (\$20.00) and we will pay all of the AAA's other costs and fees. If you elect an arbitration process other than a document (or "desk") arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the AAA's fees and the expenses of the arbitrator from the other party.

**29. SOFTWARE.** Licensed Software means computer software required to use the Products or the Services. To the extent needed, Customer has a non-exclusive, non-transferable license to use Licensed Software, but only if required for delivery of the Services or Products. Customer has no claim to any ownership in any Licensed Software (or any derivations/improvements thereto). Customer agrees not to: (i) copy Licensed Software; (ii) reverse engineer, decompile or disassemble Licensed Software; (iii) sell, lease, license or sublicense Licensed Software; and/or (iv) create, write or develop derivative software or other software based on Licensed Software or Confidential Information.

**30. NOTICE.** Notice to Customer may be directed to a contact listed in Hotwire's account for Customer, whether delivered in person, sent by facsimile, sent by courier, sent by electronic mail, or sent by U.S. Postal Service. Notice to Hotwire must be directed to Hotwire Communications, Attn: Legal Department, P.O. Box 298, Wynnewood, PA 19096. Notice is effective when sent. Customer will immediately notify Hotwire of any changes to Customer's contact information.

**31. PRIVACY.** Hotwire uses, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Hotwire is not liable for any lack of privacy which you may experience from using our Services. Please refer to our Internet Privacy Policy at [www.gethotwired.com](http://www.gethotwired.com) for additional information, such as how we use your information. You authorize us to investigate your credit history, including requesting a consumer report, when you sign up for our Services and at any time after you sign up.

**32. ASSIGNABILITY.** This Agreement and the Services furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

**33. PROTECTION OF HOTWIRE'S INFORMATION AND MARKS.** All Service information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Hotwire and its affiliates are and shall remain the exclusive property of Hotwire. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**34. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties and supersedes all prior written or oral agreements. These Terms supersede and replace any prior Terms between the parties. These Terms apply to all existing and future Products and Services, but shall not operate as accord nor satisfaction of any outstanding rights and obligations, unless specifically waived in writing and signed by the Parties.

**35. GENERAL PROVISIONS.** No specific waiver(s) or failure(s) to enforce any provision of this Agreement shall be deemed to constitute any permanent or general waiver. This Agreement creates no partnership, joint venture or agency relationship between the parties and results in no joint communications service offerings. Customer shall not assign or transfer any of its rights or obligations under this Agreement without Hotwire's prior written consent. This Agreement shall inure to the benefit of and be binding against each party's heirs, successors or assigns. If any term in this Agreement is held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected and each term or condition of the Agreement shall be valid and enforceable to the fullest extent permissible by law. Descriptive headings used herein shall not affect the construction or interpretation of the Agreement. Customer certifies that any information provided to Hotwire is true and accurate to the best of Customer's knowledge and to the best knowledge of the specific individuals who provide any information to Hotwire.