

1. 808NetFone Subscriber Agreement

This Agreement ("Agreement") is between Pacific Lightnet, Inc., a Hawaii corporation, doing business as Wavecom Solutions, Inc. ("Wavecom Solutions") and a residential or home office end user of Wavecom Solutions's enhanced voice communications services ("808NetFone") as described below. This Agreement governs both the services described below and any devices provided by Wavecom Solutions for use in conjunction with the services, including but not limited to the "Wavecom Solutions Equipment" (as defined herein). In this Agreement, "you" and "your" mean the customer of the Wavecom Solutions services defined below, and "Wavecom Solutions," "we," "our," and "us" mean Wavecom Solutions, Inc./Hawaii OnLine, and any Wavecom Solutions, Inc./Hawaii OnLine affiliates authorized to provide you with Wavecom Solutions services. BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS AND ON THE WAVECOM SOLUTIONS 808NETFONE WEB SITE (<http://www.808netfone.com>), ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING WAVECOM SOLUTIONS AT 1-808-791-3000 FOR FURTHER DIRECTIONS. WAVECOM SOLUTIONS may modify this Agreement, including but not limited to, its rates or any terms or conditions, at any time by posting such modification on the Site (<http://www.808netfone.com/about/terms.php>). Any such modifications shall be deemed effective immediately upon being posted to the Site.

You agree to regularly review this Agreement and the Site to remain aware of any modifications to the Agreement. Your continued use of the Site, Services or Equipment shall be deemed your acceptance of the modified Agreement.

2. Service Description

808NetFone is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and transported, in part, over high-speed internet networks through connections commonly called broadband internet service. This service may be generically referred to as Voice Over IP ("VOIP"). It is separate and distinct from standard WAVECOM SOLUTIONS Local, Local Toll and Long-Distance services. "Service" or "Services" is defined to include VOIP direct dialed long distance and unlimited local calling and certain calling and call management features or advanced features associated with the Service, which WAVECOM SOLUTIONS, in its sole discretion, may add, modify, or delete from time to time.

3. Service Requirements

808NetFone requires: (a) specialized customer premises equipment called an analog telephone adapter ("ATA" or "WAVECOM SOLUTIONS Equipment") purchased from WAVECOM SOLUTIONS that allows connectivity from a regular telephone (which you need to supply) to your broadband connection and which you are responsible for installing according to instructions provided by WAVECOM SOLUTIONS; and (b) a broadband connection via either cable modem (2-way cable) or DSL with broadband capability of at least 90 kilobits per second upstream speed that you have a right to use at your own expense.

You understand that you are responsible for installing the ATA once you receive it.

4. Service Term

808NetFone requires a one-year service commitment when you sign up and purchase an ATA from WAVECOM SOLUTIONS. All services, thereafter, are offered on a monthly basis. If you purchase WAVECOM SOLUTIONS Equipment with your Service and you cancel that Service within 12 months after the Service Activation Date (defined under Billing and Payment of Service), an early termination fee of \$45 will apply. There is no early termination fee if you purchase WAVECOM SOLUTIONS Equipment with your Service and you cancel that Service within 30 days after the Service Activation Date. Agreement automatically renews on a monthly basis on each Service Activation Date without further action by you unless you give WAVECOM SOLUTIONS written notice or contact WAVECOM SOLUTIONS via email or telephone of non-renewal at least ten (10) days before the next Service Activation Date.

5. 808NetFone 911 Emergency Dialing

PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 808NetFone 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR e911 CALLS.

a. YOU WILL NOT BE ABLE TO PLACE TRADITIONAL 911 OR e911 CALLS FROM TELEPHONES CONNECTED TO THE TELEPHONE ADAPTER PROVIDED FOR THIS SERVICE. YOU ACKNOWLEDGE THAT WE HAVE TOLD YOU THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL 911 OR e911. YOU AGREE TO ADVISE ALL INDIVIDUALS OF THIS LIMITATION WHO MAY HAVE OCCASION TO PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH YOU HAVE INSTALLED IT.

b. YOU ACKNOWLEDGE AND UNDERSTAND THAT 808NetFone DOES OFFER A LIMITED 911-TYPE SERVICE BUT YOU ACKNOWLEDGE AND UNDERSTAND THAT SUCH 911-TYPE DIALING DIFFERS IN IMPORTANT RESPECTS FROM TRADITIONAL 911 SERVICE, AS DESCRIBED HEREIN.

c. 808NetFone 911 EMERGENCY DIALING IS ONLY AVAILABLE ON WAVECOM SOLUTIONS 808NetFone CERTIFIED DEVICES OR EQUIPMENT.

d. WHEN YOU DIAL 911 ON YOUR PHONE UTILIZING WAVECOM SOLUTIONS 808NetFone, YOUR CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER A PUBLIC SAFETY ANSWERING POINT (PSAP) OR OTHER LOCAL OR REGIONAL EMERGENCY SERVICE CENTER DESIGNATED FOR WIRELESS SERVICES FOR THE ADDRESS YOU LISTED AT THE TIME YOU REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. IN ADDITION, 808NetFone 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL 911 SERVICE AS FOLLOWS:

1. 808NetFone 911 SERVICE WILL NOT FUNCTION IF YOUR ATA FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR 808NetFone IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE WAVECOM SOLUTIONS EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR 808NetFone, INCLUDING FOR 911 PURPOSES.

2. THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING 808NetFone 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OF LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. THEREFORE, IF YOU DIAL 911 USING 808NetFone, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO TAKE CARE TO NOT DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO

CALL YOU BACK. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU.

3i. FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, THERE IS A GREATER POSSIBILITY THAT YOUR 808NetFone 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL 911 CALLS.

e. IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE YOUR WAVECOM SOLUTIONS EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR 808NetFone, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

f. 911 DIALING WILL NOT FUNCTION CORRECTLY IF YOU MOVE YOUR WAVECOM SOLUTIONS EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN YOU REGISTERED FOR 808NetFone. IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, YOU MUST UPDATE YOUR SERVICE ADDRESS IN ACCORDANCE WITH THE INSTRUCTIONS ON THE WAVECOM SOLUTIONS 808NetFone WEBSITE.

g. YOU ACKNOWLEDGE AND UNDERSTAND THAT WAVECOM SOLUTIONS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WAVECOM SOLUTIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

h. YOU ACKNOWLEDGE THAT WAVECOM SOLUTIONS DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT WAVECOM SOLUTIONS STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

6. Other Service Distinctions

Since VOIP is dependent on the broadband connection, the availability of an adequate power supply and correct ATA configuration, WAVECOM SOLUTIONS does not guarantee that the service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

a. Privacy and Security

VOIP communication utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that, just as other public telephone networks cannot guarantee completely secure voice communications, WAVECOM SOLUTIONS cannot guarantee that VOIP communication is completely secure. WAVECOM SOLUTIONS always respects your privacy and treats the content of all communications as private, except as may be required by law.

b. Power Outages

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in your power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the 808NetFone.

c. Broadband Service Interruptions

You acknowledge and understand that the Service does not function in the event of interruption of your

broadband or high speed Internet access service.

d. Home Security Systems and other Non-voice Communications Equipment

Some non-voice communications equipment, including but not limited to: home security systems that are set up to make automatic phone calls; fax machines; modems and medical monitoring devices, may not be compatible with 808NetFone. By accepting this Agreement, you waive any claim against WAVECOM SOLUTIONS for interference with or disruption of such systems due to the Services.

e. Local Number Portability

In the event you are transferring (“porting”) to 808NetFone an existing phone number which currently is subscribed to a carrier other than WAVECOM SOLUTIONS for local and/or local toll and/or long distance telecommunications services, the terms and conditions of this paragraph shall apply:

1. you hereby authorize WAVECOM SOLUTIONS to notify your local telephone company of your decision to switch your local, local toll and long distance services to WAVECOM SOLUTIONS;
2. you represent that you are authorized to take this action;
3. assuming your existing number can be ported, WAVECOM SOLUTIONS will provide you an estimate of the date the number switch will become effective (“Port Effective Date”);
4. you agree and acknowledge that if you set up your ATA prior to the date that the Port Effective Date, you will be able to make outgoing calls only over the phone you have connected to the ATA (In such event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using 808NetFone); and
5. you agree and acknowledge that if your ATA is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line.

Therefore, to avoid an interruption in your phone service, it is extremely important that you install the ATA prior to, or on, the Port Effective Date.

There are three types of numbers that a customer cannot retain without additional effort on behalf of the current service provider. If you have a number in one of these categories, please work with your current service provider to ensure that the number can be ported to 808NetFone.

1. Numbers with **Distinctive Ring** are not transferrable. These numbers are “virtual numbers” that are assigned to the same line as the main number. To transfer the number, the customer must contact his current service provider and have them build the number as a business or residential line prior to requesting the transfer of the number to 808NetFone.
2. **Maintenance Numbers** are not transferrable. These numbers must be disconnected from the current service provider at the same time that the order is submitted to 808NetFone for the transfer. If this number is not disconnected and left with the current service provider, the service provider will generally turn this number into a business line and charge the customer for the business line rate.
3. **RCF (Remote Call Forward) Numbers** are not transferrable. These numbers are also virtual numbers. To transfer the number, the customer must contact his current service provider and have them build the number as a business or residential line prior to requesting the transfer of the number to 808NetFone.

7. Use of Service

a. Lawful, Non Fraudulent Use of Service and ATA

WAVECOM SOLUTIONS allows up to two 808NetFone ATAs per location. You agree to use the Service and ATA(s) only for lawful purposes. You will not use the Service or ATA for any unlawful, abusive, or

fraudulent purpose, including, for example, using the Service in a way that (1) interferes with our ability to provide Service to you or other customers; or (2) avoids your obligation to pay for communication services. If WAVECOM SOLUTIONS has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. If you remove the ATA to a country other than the United States and attempt to use the Service from there, you do so at your own risk, including the risk that such activity might violate local laws in the country where you do so. WAVECOM SOLUTIONS reserves the right to terminate your service immediately and without advance notice if you violate the above restrictions, leaving you responsible for all outstanding charges, all of which immediately become due and payable.

b. Theft of WAVECOM SOLUTIONS Equipment or Service

You agree to notify WAVECOM SOLUTIONS immediately, in writing or by calling the WAVECOM SOLUTIONS customer support line (808-791-3000), if the ATA is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the ATA theft or stolen or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you.

c. Prohibited Uses of Service

You are expressly prohibited from reselling or transferring the Service or WAVECOM SOLUTIONS Equipment to any other person for any purpose, without express written permission from WAVECOM SOLUTIONS in advance. In addition, you are expressly prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential or home office usage patterns. If WAVECOM SOLUTIONS determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for any of the aforementioned activities, WAVECOM SOLUTIONS reserves the right to immediately terminate this Agreement without advance notice or modify the Service and to assess additional charges for each month in which excessive usage occurred. If we observe usage in excess of 5,000 minutes per month on your account, we may conduct a detailed examination of your use of the Service.

d. Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and ATA and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the ATA, and all Services, information, documents and materials on WAVECOM SOLUTIONS' web site(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of WAVECOM SOLUTIONS are and shall remain the exclusive property of WAVECOM SOLUTIONS and nothing in this Agreement shall grant you the right to right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the ATA, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the ATA is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by WAVECOM SOLUTIONS, which WAVECOM SOLUTIONS reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless WAVECOM SOLUTIONS against any and all liability arising out of your use of such interface device with the Service.

e. Tampering with the ATA

You agree not to change the electronic serial number or equipment identifier of the ATA, or to perform a factory reset of the ATA, without express permission from WAVECOM SOLUTIONS in each instance. WAVECOM SOLUTIONS reserves the right to terminate your Service should you tamper with the ATA.

8. Cancellation of Service by You or WAVECOM SOLUTIONS

You may cancel the Service at any time by calling 808-791-3000 and notifying a WAVECOM SOLUTIONS customer service representative. If for any reason you cancel 808NetFone or if WAVECOM SOLUTIONS cancels the Service pursuant to the terms of this Agreement, WAVECOM SOLUTIONS will provide instructions on how to dispose of the WAVECOM SOLUTIONS Equipment.

9. Billing and Payment for Service

a. WAVECOM SOLUTIONS will render to you monthly bills for 808NetFone, with the following charges: a monthly flat fee for unlimited local calling, call features, and advanced service;

You may be charged on a per minute usage basis for domestic long distance and international calls, depending upon your service plan.

You may be charged activation, early termination or other fees, as further pertinent to your offer. You may incur charges or experience a change in the terms of your plan offer if you change your phone number after your 808NetFone has been activated. Where you obtained your ATA directly from WAVECOM SOLUTIONS, WAVECOM SOLUTIONS also reserves the right to charge for shipping and handling charges associated with the ATA.

If, in addition, you also receive traditional non-Voice over IP WAVECOM SOLUTIONS local, local toll and/or long distance services, the charges for these services may not appear on the same bill. If such charges are separately billed, you will continue to be separately responsible for those charges.

b. Payment Method

WAVECOM SOLUTIONS accepts payments for 808NetFone only by credit card, debit card, or ACH (automated clearing house). You must provide a valid credit or debit card number or bank account. You authorize WAVECOM SOLUTIONS to charge to your designated credit card, debit card, or bank account any amounts payable by you in connection with your use of the Service. Your right to use the Service is subject to any limits established by your financial institution. Your charges and credits issued in accordance with Section 7(a) above will appear on your statement. You give WAVECOM SOLUTIONS permission to obtain authorization for use of your credit card, debit card, or bank account from your financial institution..

c. Commencement of Billing

(1) Where you purchase the ATA directly from WAVECOM SOLUTIONS and you receive a new phone number, once your order is processed and the Service is provisioned, we will ship you the ATA by 2-day mail, and will begin monthly billing for the Services promptly after the ATA shipment date (we refer to this date as the "Service Activation Date"). You are encouraged to complete installation of the ATA promptly because you will be responsible for full payment for the charges on your WAVECOM SOLUTIONS bill even if you have not yet installed the ATA and used the Service by the Service Activation Date. (2) Where you purchase the ATA directly from WAVECOM SOLUTIONS and you transfer your existing phone number which currently is subscribed to another carrier for local, local toll and/or long distance telecommunications services, we will ship you the ATA shortly before the date that your existing number is switched to WAVECOM SOLUTIONS ('Port Effective Date'). We will begin monthly billing for the Services on the third business day after we ship the ATA to you. Read Section 6e above for more details about Local Number Portability.

d. Charges and Billing

Charges accrue through a full billing period. To determine the charge, if applicable, for each international call, we round up to the next full minute for any fraction of minutes used. We will

determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

e. Failure to Pay

If you do not make payments for current or prior bills by the required due date, we may suspend, restrict, or cancel the Services and this Agreement. If your Service is suspended or cancelled and is subsequently restored, a new phone number may be issued to you, different from your previous number.

f. Late Payment Charge

We may add late payment charges to any past-due amounts at the lower of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your chosen payment method, we will charge you an additional \$25.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

g. Disputes

Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection.

h. Taxes and Other Charges

WAVECOM SOLUTIONS will charge you for and you must pay any applicable taxes, fees, surcharges or other charges associated with nationwide and international calls using the Service, unless you can show with documentation satisfactory to us that you are exempt. Taxes will be in the amounts that federal, state and local authorities require us to bill you.

i. No Credit Allowances for Interruption of WAVECOM SOLUTIONS Voice Service

You acknowledge and agree that the Services are provided "as is". Credit allowances for interruption of 808NetFone, including international calling services, will not be provided.

10. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD WAVECOM SOLUTIONS, ITS AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF THIS SERVICE, THE ANALOG TELEPHONE ADAPTER, OR ITS INSTALLATION, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT WAVECOM SOLUTIONS SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR 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 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Limitations of Liability

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE SERVICES, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF 808NetFone DESCRIBED HEREIN.

WAVECOM SOLUTIONS' LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF WAVECOM SOLUTIONS

RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY WAVECOM SOLUTIONS' INTENTIONAL MISCONDUCT OR RECKLESSNESS, PROVIDED HOWEVER THAT DAMAGES PAYABLE BY WAVECOM SOLUTIONS SHALL IN NO EVENT EXCEED TWELVE (12) TIMES YOUR MONTHLY SERVICE FEE FOR THE SERVICE. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF WAVECOM SOLUTIONS' WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. WAVECOM SOLUTIONS AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS.

12. Warranties

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE MATERIALS ACCOMPANYING THE EQUIPMENT, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES OR EQUIPMENT AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, WAVECOM SOLUTIONS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

13. Dispute Resolution by Binding Arbitration

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. THIS SECTION DOES NOT APPLY TO RESIDENTS OF CALIFORNIA.

a. Binding Arbitration

The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1.16. All 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 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 shall be conducted in accordance with the American Arbitration Association's ("AAA") Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. 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 BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES UNLESS SUCH DAMAGES OR FEES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND WAVECOM SOLUTIONS 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 WAVECOM SOLUTIONS bill for the Services, or write to us at Hawaii Online, 1132 Bishop St., Ste. 800, Honolulu, Hawaii 96813, and give us an opportunity to resolve the dispute. Similarly, before WAVECOM SOLUTIONS takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or WAVECOM SOLUTIONS is notified by the other of a dispute, 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 <http://www.adr.org/>, or by contacting us at Hawaii OnLine, 1132 Bishop St., Ste. 800, Honolulu, Hawaii 96813. 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, online, 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. Arbitrations under this Agreement shall be confidential as permitted by federal law. By notifying WAVECOM SOLUTIONS within twenty days after commencing an arbitration proceeding, you may elect to relieve both parties to the arbitration of confidentiality obligations.

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. You also may ask the AAA about the availability of a pro bono arbitrator and/or a waiver or deferment of fees and expenses from the AAA; more information about the AAA's rules and policies is available at the AAA's web site, which is www.adr.org. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including reasonable attorneys' fees and expenses for witnesses, document production and presentation of evidence.

14. Miscellaneous

a. No Third Party Rights

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control

Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices

Notices from you to WAVECOM SOLUTIONS must be provided as specified in this Agreement. Notice from you to WAVECOM SOLUTIONS made by calling WAVECOM SOLUTIONS at 1-808-791-3000 is effective as of the date that our records show that we received your call. WAVECOM SOLUTIONS' notice to you under this Agreement will be provided by one or more of the following: posting on our web site, recorded announcement, message printed on your bill, message inserted with your bill, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

e. Separability

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Governing Law

This Agreement is governed by the Federal Communications Act to the extent applicable, and otherwise This Agreement will be governed by the law of the State of Hawaii, without regard to its choice of law rules, except that the arbitration provisions in Section 11 are also governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

g. Entire Agreement

This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements, understandings, statements or proposals concerning the Service, including representations, whether written or oral. 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 WAVECOM SOLUTIONS is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

h. Customer Proprietary Network Information (CPNI)

CPNI means information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications or VoIP service subscribed to by Customer, and information contained in the bills issued by WAVECOM SOLUTIONS to Customer. CPNI does not include the Customer's name and address. Under applicable law, WAVECOM SOLUTIONS may use, disclose, or permit access to CPNI, without Customer approval, for the following purposes: providing or marketing service offerings among the categories of service (i.e., local, interexchange, and CMRS) to which the customer already subscribes; providing Customer with the purchased services; billing and collection for purchased services; customizing purchased services; to perform maintenance and diagnostics; providing technical support; installing hardware and software upgrades; preventing fraud; responding to lawful service of process; protecting against unlawful use of our network; and protecting other network users. Any use of CPNI for WAVECOM SOLUTIONS' sales and marketing campaigns is subject to the notification and opt-in/opt-out requirements of applicable law, specifically, 47 C.F.R. 64.2001-.2009 ("CPNI Rules"), meaning that WAVECOM SOLUTIONS is required to verify the status of Customer's CPNI approval prior to using CPNI. WAVECOM SOLUTIONS is also subject to the recordkeeping and safeguarding procedures set forth in the CPNI Rules which may require an authentication process prior to disclosing CPNI information to the customer.

updated 2/2/2010