

## Bluewave Communications - BluewaveTV Terms of Use

By using the BLUEWAVETV in-home streaming APP you are agreeing to all Terms of Use. By accepting these Terms of Use you are consenting to be bound by and are becoming a party to this agreement and that this agreement is enforceable.

These Terms of Use are by and between you, and Bluewave Communications, Inc. (BLUEWAVETV), a corporation in South Carolina. In consideration of the mutual promises set forth herein, you and BLUEWAVETV intending to be legally bound agree as follows.

BLUEWAVE is referred to in these Terms of Use for BLUEWAVETV as “we,” “us,” and “our.” You and other users of BLUEWAVETV are collectively referred to in these Terms of Use as “you,” “your,” and “Customers.” Both you and BLUEWAVE also may be referred to individually as a “part” or collectively as “the Parties.” BLUEWAVETV may be accessed and used only by those Customers authorized by BLUEWAVE to receive BLUEWAVETV after signing up for such services (each, an “Authorized Customer”).

### ACCEPTANCE OF TERMS OF USE

**Acceptance.** BLUEWAVE services, including BLUEWAVETV, are not intended to be used by anyone under the age of 18 without involvement and approval of a parent or other legal guardian. If you are under the age 18, then you are not permitted to sign up for BLUEWAVE services or provide your personal information to us. These Terms of Use govern your use of BLUEWAVE services and your relationship with us. By accessing, downloading, or using BLUEWAVETV (e.g., if you download any of our Apps onto any device), you confirm that you have read and agreed to these Terms of Use. If you do not agree to these Terms of Use, then do not access or use BLUEWAVETV. If you are an existing user and do not wish to accept any revised Terms of Use, then you must immediately stop using BLUEWAVETV (including, for clarity, permanently removing all Apps from your devices) and contact BLUEWAVE to cancel the service subscription.

**Incorporation.** Incorporation of BLUEWAVE’s Terms of Service, Acceptable Use Policy, Privacy Policy, and other terms of service may be found at <http://www.bluewavenc.net/bluewave-policy-guidelines/> and are hereby incorporated by reference.

**Changes to these Terms of Use.** These Terms of Use are effective until we change them. You acknowledge and agree that we may change all or any portion of these Terms of Use at any time and from time to time, in our sole and absolute discretion, by publishing a revised version of these Terms of Use at: <http://www.bluewavenc.net/bluewave-policy-guidelines/>. Any revised version of these Terms of Use will be effective immediately upon publication on the website. Your continued use of BLUEWAVETV will be deemed to be your agreement to the changed terms.

**Certain Restrictions on Use; Private and Personal Use Only.** Programming provided through BLUEWAVETV is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws and may not be reproduced, published, rebroadcast, rewritten or redistributed without the written permission of the third party that supplied it (except as permitted by the “fair use” or other applicable provisions of the U.S. copyright laws) or by the BLUEWAVETV agreements with such third parties. BLUEWAVETV, including all content viewed through BLUEWAVETV, are solely for private, personal, non-commercial use, not for use in the operation of a business or service bureau (unless such business customer has established and paid for a business service tier through BLUEWAVE and only utilized those services provided as part of business agreement between the parties), not for any other

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public viewing, for profit or for the benefit or any person or entity other than the Authorized Customer; and your limited rights to use BLUEWAVETV are subject to your understanding of, agreement to, and compliance with these Terms of Use in their entirety.

### OUR SERVICES

**BLUEWAVETV.** By subscribing to BLUEWAVETV, you receive access to and use of: (i) certain software, technology and other intellectual property rights (including all functionality and data contained therein) owned or operated by us (regardless whether available for download directly or indirectly from BLUEWAVE); (ii) websites owned, operated or otherwise controlled by, or on behalf of, us; (iii) the content accessible by you (e.g., any and all transaction and subscription video, audio, data, interactive, programming, advertising and other content); and (iv) any and all other products and/or services accessed, provided, used or otherwise made available to you, including to enhance past or then-current BLUEWAVETV.

**Internet Connection.** BLUEWAVETV is designated as an in-home streaming application for most content within the service and in order to access and use BLUEWAVETV, you must have an BLUEWAVE broadband internet connection for your location of residence in which you subscribe and utilize the BLUEWAVETV service (“Internet Connectivity”). It is your responsibility to obtain and maintain the Internet Connectivity necessary to access and use BLUEWAVETV. BLUEWAVE is not responsible for the amount of data consumed by you in connection with your use of BLUEWAVETV. The time it takes to access and use BLUEWAVETV (e.g., watching a movie or TV show) will vary based on a number of factors, including your location, the quality of your internet connection, the available bandwidth at the time of your request, the format of BLUEWAVETV you are attempting to access, the device(s) you use to access BLUEWAVETV and other factors outside of our control. BLUEWAVE makes no representations or warranties about the speed or quality of your watching experience on any device, and reserves the right to change the BLUEWAVETV service (e.g., the format) based on the specifications of your Internet Connectivity (e.g., if your Internet Connection or device do not meet our required standards for accessing and viewing high-definition (“HD”) content, then any HD content accessed by you may be automatically re-formatted by us in an attempt to improve your experience). We suggest that you ensure that your Internet Connectivity, Permitted Device(s) (as defined below) and configuration are compatible with BLUEWAVETV and the format thereof.

**Devices.** Not all devices are compatible, or permissible, for use with BLUEWAVETV. For a current list of devices permitted for use with BLUEWAVETV (“Permitted Devices”), please review the devices listed at: [www.bluewavenc.net/BLUEWAVETV](http://www.bluewavenc.net/BLUEWAVETV). Permitted Devices are manufactured and/or sold by entities other than BLUEWAVE, and you will need to obtain such Permitted Device from a third-party provider of such device at your sole cost and expense. In addition, BLUEWAVETV, or portions of the functionality thereof, may be “blacked-out” or unavailable on certain Permitted Device(s). By accessing or using BLUEWAVETV, you agree to look solely to the third party that manufactured the device for any issues related to such device, the operating system thereon and/or its or their compatibility with BLUEWAVETV. BLUEWAVE TAKES NO RESPONSIBILITY WHATSOEVER FOR AND BLUEWAVE DOES NOT WARRANT THE PERFORMANCE OF ANY DEVICE OR GUARANTEE THAT SUCH DEVICE (OR THE APPLICABLE OPERATING SYSTEM OR VERSION) WILL BE (OR REMAIN) COMPATIBLE WITH ANY OF OUR SERVICES.

**BLUEWAVETV Changes; Packaging of BLUEWAVETV.** In addition to, and without limiting any other provisions in these Terms of Use, BLUEWAVE may, permanently or temporarily, add, delete, rearrange, alter, interrupt, change, and/or eliminate: (i) any and all prices, fees and/or charges; (ii) packages,

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programming, programming suppliers, services offered by suppliers; (iii) availability of the Network DVR (described in 2.(f) below) with respect to any particular programming and/or programming suppliers, (iv) software, applications, features and/or functionalities and technical and/or functional requirements, (v) Permitted Devices, (vi) compatible operating systems, (vii) and/or minimum Internet Connectivity required to use BLUEWAVETV, from time to time and at any time. In the event that we add, alter and/or change any prices, fees, and/or charges, then you agree to pay such added, altered, and/or changed prices, fees and/or charges. In the event that we add, delete, rearrange, alter, change and/or eliminate any packages, availability of the Network DVR with respect to any particular programming and/or programming suppliers, software applications, features and/or functionalities, then you acknowledge and agree that (a) we have no obligation to replace or supplement such packages, availability of the Network DVR with respect to any particular programming and/or programming suppliers, software, applications, features and/or functionalities, and (b) you are not entitled to any credits, refunds, price reductions, or any other form of compensation because of any such addition, deletion, rearrangement, alteration, change and/or elimination. You further acknowledge and agree that such additions, deletions, rearrangements, alterations, changes and/or eliminations are not a discretionary act by us if they are due, in whole or in part, to the termination, suspension or expiration of our legal right to provide such packages, availability of the Network DVR with respect to any particular programming and/or programming suppliers, software, applications, features and/or functionalities.

**Programming Content and Restrictions.** Portions of BLUEWAVETV may be “blacked out” in your viewing area (e.g., local broadcast channels, sporting events and/or other content for which you do not have the rights to access); if you circumvent or attempt to circumvent any of these “blackouts,” then you may be subject to termination of your BLUEWAVETV service and to legal action brought by us or third parties. Portions of BLUEWAVETV may have additional restrictions and your access to BLUEWAVETV will be subject to those restrictions (e.g., you must be at least 18 years of age, or the applicable age of majority where you live, in order to access certain adult-oriented programming). You understand that the BLUEWAVETV Service may include, and the App may allow you to access Content that may be considered offensive, indecent, explicit, or otherwise objectionable. This Content may or may not be identified as being objectionable including but not limited to, explicit language or imagery. BLUEWAVETV shall have no liability to you for such Content. Any content descriptions, genres, or other categories are provided for your convenience, and BLUEWAVETV does not guarantee their accuracy or assume any obligation to provide same. You understand that video content resolution is affected by many factors, and as a result no specific resolution is guaranteed.

**Network DVR.** If you subscribe to BLUEWAVETV’s Network DVR functionality, you may save programming on the Network DVR for later viewing. The number of programming hours that can be saved will depend on the level of Network DVR service you purchase. Due to contractual limitations from some of the parties who provide programming to BLUEWAVE for BLUEWAVETV, some programming may not be available to be recorded and saved on the network DVR.

**Compliance with Law.** You agree to use BLUEWAVETV, including all features and functionalities associated therewith, in accordance with all applicable laws (e.g., public performance limitations or other restrictions on any use of BLUEWAVETV or contents therein). You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or otherwise use or gain access to all or any portion of BLUEWAVETV, except as explicitly authorized in these Terms of Use, without express written permission

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from BLUEWAVE. You also agree not to: circumvent, remove, alter, deactivate, degrade, thwart or otherwise interfere with BLUEWAVETV; use any robot, spider, scraper or other automated means to access BLUEWAVETV; decompile, reverse engineer or disassemble BLUEWAVETV (e.g., software or other products); insert any code or product, or otherwise manipulate or interfere with BLUEWAVETV (e.g., running BLUEWAVETV on a device not permitted for use by us); or, use any data mining, data gathering, or extraction method. In addition, you agree not to upload, post, e-mail, or otherwise send or transmit any material designed to interrupt, interfere with, destroy, or limit the functionality of BLUEWAVETV, or other software, hardware, or telecommunications equipment associated with BLUEWAVETV (e.g., any software viruses or any other computer code, files, or programs). In the event that we learn that you are using any BLUEWAVETV in a manner that constitutes infringement of third-party intellectual property rights, including rights granted by U.S. copyright law, your BLUEWAVETV service will be terminated.

**Privacy.** Collection and use of your information are addressed in BLUEWAVE's Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices at <http://www.bluewavenc.net/bluewave-policy-guidelines/>.

### ACCESS TO SERVICES

**Login Credentials.** You are responsible for any and all actions, omissions, or other activities related to your Login Credentials, including any Authorized Customers you permit to use those credentials. Please be aware that to maintain exclusive control and ensure compliance with these Terms of Use, you may not reveal or share your Login Credentials with anyone. In addition, if you would like to ensure that others cannot access your Account by contacting Customer Service (as defined below) and potentially altering your control, then you should take the necessary precautions not to reveal any personal or sensitive information used to identify yourself in connection with a lost password or user name (e.g., billing information, government issued IDs, or secret question answers). If you believe that your Account has been accessed by anyone other than you or any Authorized Customers you have permitted there under, or otherwise without permission or in any unauthorized manner, then you must contact us immediately at 910-446-9172 or 877-442-9515. You are responsible for updating and maintaining the truth and accuracy of the information provided to us relating to your Account (e.g., current billing information for BLUEWAVETV (as defined below)). YOU UNDERSTAND THAT BY SHARING ACCESS TO OUR SERVICES OR YOUR LOGIN CREDENTIALS, OR BY OTHERWISE ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, YOU AGREE TO BE RESPONSIBLE FOR ASSURING THAT ANY AND ALL SUCH USERS COMPLY WITH THESE TERMS OF USE AND THAT YOU OR THE NAMED PERSON ON THE APPLICABLE ACCOUNT SHALL BE RESPONSIBLE FOR ANY AND ALL ACTIONS, OMISSIONS AND/OR OTHER USE ASSOCIATED WITH SUCH ACCOUNT. PLEASE BE AWARE THAT IF YOU SHARE OR OTHERWISE MAKE YOUR ACCOUNT AVAILABLE TO ANY THIRD PARTY (E.G., FORGETTING TO LOG OUT OF YOUR ACCOUNT ON A SHARED OR PUBLIC DEVICE). THEN SUCH THIRD PARTY(IES) MAY BE ABLE TO ACCESS ANY AND ALL INFORMATION CONTAINED IN YOUR ACCOUNT (E.G., CERTAIN PERSONAL INFORMATION, BILLING INFORMATION, SETTINGS, VIDEO RENTAL AND VIEWING HISTORY AND OTHER RELATED VIEWING PREFERENCES (IF ANY) ASSOCIATED WITH YOUR ACCOUNT).

**Account Access; Cookies.** In order to provide you with ease of access to your Account and help administer BLUEWAVETV, BLUEWAVE or its third party vendors may use technology that enables us to recognize you as an Authorized Customer and to provide you with direct access to your account without requiring you to retype any Login Credentials every time that you access, use, or otherwise revisit BLUEWAVETV, including via any Permitted Devices.

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**Suspension of BLUEWAVETV Services.** In order to protect BLUEWAVE and its affiliates, media providers, device providers, business partners, or other service providers or licensors (collectively, "Contributors"), we reserve the right, and may, from time to time and at any time, without providing notice to you, place on hold (or otherwise suspend) your BLUEWAVETV services in connection with any activity that we believe to be fraudulent, illegal, in violation of these Terms of Use, or otherwise suspicious. We may, but are not required to, evaluate or elect to provide credits, refunds, price adjustments or other discounts, compensation or recompense, from time to time and at any time, in our sole and absolute discretion.

### BILLING

**Billing in Accordance with BLUEWAVE's Terms of Use.** You will be billed in accordance with the provisions of BLUEWAVE's Terms of Use and BLUEWAVE's Residential Subscriber Agreement, incorporated by reference above.

**No Returns, Credits, or Refunds.** YOU UNDERSTAND AND AGREE THAT PAYMENTS ARE NONREFUNDABLE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY PARTIALLY USED OR UNUSED SERVICE (E.G., TRANSACTIONAL SERVICES NOT DOWNLOADED OR FULLY VIEWED). Although not required or obligated, we reserve the right to evaluate or elect to provide credits, refunds, price adjustments or other discount, compensation or recompense, from time to time, and at any time, in our sole and absolute discretion; provided that any such elections to offer any such credits, refund, prices adjustment or other discount, compensation or recompense in one instance does not entitle you to the same or any such benefit in the future for similar or unrelated instances, nor does it create any obligation whatsoever for us to offer such benefit to you or any other user in connection with any past, present, or future request, under any circumstances whatsoever.

**Termination or Suspension by BLUEWAVETV.** BLUEWAVETV may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by BLUEWAVETV in its sole discretion and BLUEWAVETV will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service. In addition, BLUEWAVETV reserves the right to modify or terminate the Service (or any part thereof), for any other reason in its sole discretion either temporarily or permanently.

**Restarting Your BLUEWAVETV Service.** If you do not make timely payment for your BLUEWAVETV service, we may disconnect, suspend, limit, or terminate your access to BLUEWAVETV, and in such event, we will be immediately and forever wholly relieved from any and all of our duties and obligations to you under these Terms of Use. If your Account is disconnected for non-payment, or for any other reason whatsoever, then BLUEWAVE may require that you pay, and you agree to pay, any amount due (regardless of how long outstanding, and including all past due charges and all outstanding balances accrued through the date of such disconnection), plus a restoration fee, before we reconnect your access to BLUEWAVETV. We are not

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obligated to reconnect your access to BLUEWAVETV. If your BLUEWAVETV services is disconnected, suspended, limited, or terminated. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest.

**Effects of Termination.** Upon termination of your account you will lose access to the Service and any portions thereof, including, but not limited to, your Content which may include any Network DVR recordings.

### CUSTOMER SERVICES AND RELATED COMMUNICATIONS

**Customer Support Service.** BLUEWAVE may elect to provide Account support services or other assistance in connection with your Account (“Customer Service(s)”). The levels, methods and availability of our Customer Service offered is determined by us, in our sole and absolute discretion and may include service fee; we have no obligation to provide any Customer Service whatsoever in connection with BLUEWAVETV. If we make available or otherwise provide Customer Service, then such Customer Services is considered part of BLUEWAVETV for the purposes of these Terms of Use, including any and all restrictions, disclaimers, and limitations herein.

**Communications.** By signing up for BLUEWAVETV, you hereby consent to receive electronic communications from us and other Contributors related to such account and BLUEWAVETV. These communications may involve sending emails to the email address you provided during registration, or delivering electronic communications via your Account, and will include notices about your Account (e.g., payment authorizations, password or payment method changes, confirmation emails, notices and other similar or transactional information related to such account); these communications are part of BLUEWAVETV and your relationship with us. You agree that any notice, agreements, disclosures, or other communications that we send to you electronically, as described herein, will satisfy any legal communication requirements (e.g., that such communications be in writing and through an appropriate method). You also consent to receiving other electronic communications from us, such as newsletters about new BLUEWAVETV features and content special offers, promotional announcements, and customer surveys. If you no longer want to receive certain non-transactional communications via email, please contact Customer Service at 910-446-9172 or 877-442-9515 to indicate that you would like to be removed from future, similar non-transactional communications.

### INTELLECTUAL PROPERTY

**Ownership.** You acknowledge that the Service and Software are and shall remain the sole and exclusive property of BLUEWAVE, and that BLUEWAVE shall own all right, title and interest therein, together with all trademark, trade secret, copyright, and other intellectual property rights therein, foreign and domestic. You further agree that the Service and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

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**BLUEWAVE Property.** BLUEWAVE, including any and all content made available in connection with your access and use of BLUEWAVETV, is protected by domestic and international copyright, trade secret, trademark, and other intellectual property laws.

**Reporting Claims.** If you have a reasonable belief that your or any other's protected works have been reproduced or distributed in a way that constitutes copyright infringement, or are otherwise aware of any content available in connection with BLUEWAVETV that may be infringing, violating, or otherwise misappropriating your rights or such other party's rights, then please notify us immediately in writing at the address specified in BLUEWAVE's Privacy Policy found at <http://www.bluewavenc.net/bluewave-policy-guidelines/>.

### DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

ALL BLUEWAVETV SERVICES WILL BE PROVIDED IN ACCORDANCE WITH THE WARRANTY PROVISIONS CONTAINED IN THE BLUEWAVE'S SUBSCRIBER AGREEMENT(S) FOUND AT <http://www.bluewavenc.net>.

CERTAIN OF OUR SERVICES MAY REQUIRE THE USE OF ADDITIONAL DATA, AND THAT ANY INCREASED COSTS, FEES, OR OTHER AMOUNTS DUE TO BE PAID BY YOU AS A RESULT OF ANY INCREASE IN USAGE (E.G., USAGE OF DATA) IN CONNECTION WITH THE SERVICES WILL BE YOUR SOLE RESPONSIBILITY.

WE HEREBY DISCLAIM ANY, AND YOU AGREE THAT WE HAVE, NO OBLIGATION WHATSOEVER TO REPLACE OR SUPPLEMENT ANY SERVICES, PACKAGE OF SERVICES, OR PORTION OF ANY SERVICE(S) THAT WE CHANGE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT, OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY AMOUNT PAID BY YOU TO RECEIVE REPLACEMENT, SUPPLEMENTAL OR ALTERNATE SERVICES, PACKAGES OR SERVICES AND/OR PORTION OF SERVICES AS A RESULT OF ANY CHANGE.

ANY MEDIA, SOFTWARE OR OTHER MATERIAL OR CONTENT DOWNLOADED, STREAMED OR OTHERWISE OBTAINED THROUGH USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR TELEVISION, RECEIVER, DEVICE OR OTHER HARDWARE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, STREAMING OR OBTAINING OF ANY SUCH MEDIA SOFTWARE OR OTHER MATERIAL OR CONTENT. NEITHER BLUEWAVE NOR ANY OTHER CONTRIBUTOR ASSUMES ANY RESPONSIBILITY, AND WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CORRUPT, OR OTHERWISE HARM ANY OF YOUR PROPERTY OR THE PROPERTY OF ANY THIRD PARTY, INCLUDING YOUR SOFTWARE, DEVICE OR OTHER HARDWARE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLUEWAVE OR THE OTHER CONTRIBUTORS, OR VIA YOUR ACCOUNT OR USE OF THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

### LIMITATIONS OF LIABILITY

**Warranty.** ALL BLUEWAVETV SERVICES WILL BE PROVIDED IN ACCORDANCE WITH THE WARRANTY PROVISIONS CONTAINED IN THE BLUEWAVE'S RESIDENTIAL SUBSCRIBER AGREEMENT FOUND AT <http://www.bluewavenc.net>.

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**Force Majeure.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER APPLICABLE TERMS AND CONDITIONS, NEITHER BLUEWAVE NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY FAILURE TO PERFORM THAT IS CAUSED BY OR OTHERWISE RESULTS FROM ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, FIBER CUTS, SERVER, INTERNET, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

**Limitation of Liability.** SERVICE PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND INCLUDING THE COST OF PROCURING SUBSTITUTE GOODS, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, PARTNERS AND LICENSORS ARISING OUT OF YOUR USE OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT FOR ANY DAMAGES, UNDER ANY THEORY OF LIABILITY, EXCEED ONE MONTH'S SUBSCRIPTION FEE FOR THE SERVICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### NOTICE

**Notice.** Any notice required or permitted to be given by BLUEWAVE may be provided by any reasonable means, including by mail, insertion into your monthly invoice, by telephone, by e-mail or any other industry acceptable form of communication. If we send you notice by mail, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your premise address of record as then-currently stated in our records. If we send you notice via e-mail, including notice directing you to changes published on our Website, such notice will be considered given upon sending to your e-mail address of record as then-currently stated in our records. If we give you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your phone number of record as then-currently stated in our records. Unless otherwise specified in these Terms of Use, any notice required or permitted to be given by you under these Terms of Use must be in writing and be sent to BLUEWAVE by certified mail or other overnight delivery to the following address: BLUEWAVE, P.O. Box 1820, Conway, SC 29528; and will be deemed given only when such notice is received by us at this address. If your name, contact information or other account information is no longer accurate or otherwise changes, then you must promptly notify BLUEWAVE of such change or correction.