



WINDY CITY CELLULAR

1410 Rudakof Cir.
Anchorage, AK 99508
(907) 222-0844 fax (907) 222-0845

NEW/UPDATE CUSTOMER APPLICATION WINDY CITY CELLULAR

Date: \_\_\_/\_\_\_/\_\_\_ Account Number: \_\_\_\_\_

Legal/Account holder name: \_\_\_\_\_
(Last) (First) (Middle Initial)

Account type: [ ] Residential [ ] Business

Co-Account holder name (if business, owners name): \_\_\_\_\_

Physical Address/Location of Service: \_\_\_\_\_

Billing Address (Mailing Address): \_\_\_\_\_

Name(s) of other people authorized to make changes on this account: \_\_\_\_\_

APPLICANT INFORMATION

Table with 4 columns: SSN # or Federal ID #, Driver's License #, State of Issue, Date of Birth; Employer Phone Number, Employer Name & Address; Work Phone Number, Cell Phone or Message Phone Number.

CO-APPLICANT INFORMATION

Table with 4 columns: SSN # or Federal ID #, Driver's License #, State of Issue, Date of Birth; Employer Phone Number, Employer Name & Address; Work Phone Number, Cell Phone or Message Phone Number.

CREDIT CARD INFORMATION

Form with fields for Visa/MasterCard, Credit Card Number, Expiration Date, CVR#, Cardholder Signature, and Billing Options for AutoPay Only.

CUSTOMER PROPRIETARY NETWORK INFORMATION ACCESS VERIFICATION (CPNI)

Form with fields for Password (Must be at least 6 characters including numbers, should not include easily identifiable biographical information), Email Address, Favorite Color, and First Car.

Certification

I certify that the above information is true, accurate, and complete to the best of my belief and knowledge, and is voluntarily submitted for the purpose of receiving service from AEE or its subsidiaries. Further, I certify that I have the authority to establish an account in the name/s shown above and that I take full financial responsibility for this account.

**Post-Paid Plans:**

**Adak Smart Plan \$20.00**

**Adak Smarter Plan \$30.00**

**Adak Smartest \$50.00**

**All Plans offer Unlimited Local, Unlimited Long Distance**

**Voicemail, Unlimited Texting and Data**

**Additional 3 Lines \$5.00 a month each**

**Pre-Paid Plans:**

**Pinks 200 minutes \$60.00**

**Silver 300 minutes \$90.00**

**Reds 400 minutes \$100.00**

**Kings 700 minutes \$105.00**

**Adak 1000 minutes \$150.00**

**Eagle 1500 minutes \$225.00**

**Denali 2000 minutes \$300.00**

The following information will be used to establish initial wireless service for a particular phone number.

**\*\*Please call our Anchorage office for information on our Lifeline Program\*\***

**Lifeline requires Adak Smarter Plan \$30.00 minus discount of \$28.50 for a total pretaxed cost of \$1.50**

<b>Phone Number</b>	
<b>Phone User's Name</b>	
<b>Phone Model</b>	
<b>Term of Commitment</b>	
<b>Plan Chosen</b>	
<b>Texting Options</b>	
<b>Data Option</b>	

**NON-RECURRING CHARGES**

Phone Price: \$ \_\_\_\_\_

Plan Price: \$ \_\_\_\_\_

Local Tax 4%

and AUSF Surcharge 9.5%

I certify that I am authorized to make the above changes to this account and that I accept the terms & conditions for service.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Windy City Cellular

## Terms and Conditions

By accepting wireless service with us (WCC) you agree to be bound by these terms and conditions (our "Agreement"). Our Agreement covers topics such as how long the Agreement lasts, fees for early termination and late payments, our rights to change certain terms of your wireless service, limitations on liability, your privacy rights, and settlement of disputes by arbitration instead of in court. **You agree that this Agreement will apply to all your wireless services with us. You may change your calling plan to another WCC plan currently offered by us, and the new plan's rates and conditions will take effect the first day of the next billing cycle.** If you change your calling plan or service in the future, you may be subject to new terms and conditions, including a new minimum term. You understand that terms marked with an "\*\*\*" continue to apply even after our Agreement ends.

**\*\*\*Legal Capacity; Accepting our Agreement:** You represent that you're at least 18 years old and have the legal capacity to enter into and be bound by this agreement. If you are entering this Agreement on behalf of an organization, you represent that you have authority to bind it, and "you" includes the organization. You accept our Agreement when you do any of the following: (a) sign the Agreement on paper or electronically; (b) accept the Agreement through an oral or electronic statement; (c) use our wireless voice or (d) pay for our services.

**Your Wireless Phone and Service:** Your wireless phone is any device you use to receive our wireless voice service. We may change your phone's software, applications, or programming remotely and without notice. This could affect data you've stored on, or the way your program or use your phone. Your phone may also be "locked" by software that restricts its use on other networks; even your phone isn't in range of our transmission sites. Even without our coverage area, you understand that there are many factors, including system capacity limitations, modifications, repairs, weather terrain, obstacles, (such as buildings or foliage) and other factors, that may result in gaps or interruptions in service or affect quality of service. Our coverage area maps do not guarantee you service at any specific location and they may change without notice.

**\*\*\*Term of Agreement; Early Termination Charges:** If you have signed a term agreement with WCC, you agree to maintain service with us for the minimum term in that agreement. An early termination fee of \$10.00 per month for the months remaining in our Agreement, not to exceed \$175 for a 24-month period, will apply if you choose to end your service early, or if we terminate it early for good cause, before you complete the minimum term. Even if you end your service, you'll remain responsible for all fees and charges incurred on your device.

**\*\*We will charge whatever monthly fees the customer signed up for as well as the \$10.00 - whenever a breach of contract occurs. This included disconnection due to non-payment. Verified w/Andilea Weaver 8-11-09**

**\*\*\*Your Calling Plan, Usage Charges, Fees and Taxes; Our Rights:** The calling plan selected by you is part of our Agreement. Your calling plan specifies your monthly service allowances and features, the coverage areas in which those allowances and features may be used, and the recurring access and pay-per-use charges associated with those allowances and features, all as described in the calling plan materials made available to you at the time you accepted this agreement, and which are part of our agreement. To the extent any condition in your calling plan expressly conflicts with this Agreement, your calling plan will govern. You agree to pay all access, usage, and other charges, surcharges, fees and taxes that we bill you or that the user of your wireless phone incurs, even if you weren't the user of your wireless phone and didn't authorize its use. These may include Federal Universal Service charges, and may also include other regulatory or administrative charges or surcharges related to our government costs, in addition to your calling plan monthly charges. The amounts and what's included are subject to change. We may not always give advance notice of changes to these items. You may have to pay additional fees to begin service or reconnect suspended or terminated service under your plan. Depending on your calling plan, usage charges, including airtime, long distance and roaming, may apply and may vary depending on where, when and how you make or receive calls. We charge airtime for almost all calls, including toll-free and operator-assisted calls. We round up any fraction of a minute of use to the next full minute. From time to time, airtime charges may be delayed. Delayed airtime charges will then be added to a subsequent month's bill. Additional features and services such as operator or directory assistance, Voice Mail, Text Messaging, may have additional charges. **Your service is subject to our business policies and procedures (including our Appropriate Use Policy) and may change without notice. Unless prohibited by law, we may also change prices and any other terms of our Agreement by providing you notice prior to the billing period in which the changes will go into effect. If you choose to use your wireless service after notice of the changes, you're accepting the changes.**

**\*\*\*Your Bill:** Your bill is our notice to you of our fees, charges and other important information. We bill access fees and some other charges in advance and usage charges after calls are made or received. Your bill reflects the fees and charges in effect under your application calling plan. You can dispute your bill, but only if you notify us of the dispute in writing within 45 days of us sending you your bill. Unless otherwise provided by law, you must still pay any disputed charges until the dispute is resolved. We may charge a fee for bill reprints.

**\*\*\*Payments, Deposits, Credit Cards, and Checks:** If we do not receive payment in full by the due date stated on your bill, to the extent permitted by law, we may charge you a late fee up to 1.5 percent a month (18 month annually) on unpaid balances. We may file a collection action in court to collect any amounts past due. We may also charge you for any collection agency costs and reasonable attorney's fees. We may at any time require you to provide updated credit information, make an advance deposit, or increase your deposit. We can apply deposits, payments or prepayments in any order to any amounts you owe us on your account. You can't use a deposit to pay any bill unless we agree. Deposits are returned after your service ends, after deducting any outstanding charges owed to you. We do not pay any interest on deposits, and we do not refund final credit balances of less than \$10.00. We may also charge you a declined payment charge on any returned payment.

**If Your Wireless Phone is Lost or Stolen:** If your wireless phone is lost or stolen you must notify us immediately, so that we can suspend your service for your protection. If your bill shows charges to your phone after the loss but before you reported it to us, you are responsible for those charges.

**Our Rights to Limit of End Service or This Agreement:** You may not resell our service to someone else. **We can, without notice, limit, suspend, or terminate your service or our Agreement with you for this or any other good cause**, including, but not limited to: (i) if you: (a) breach this agreement; (b) pay late more than once in any 12 months; (c) provide incorrect credit information; (d) become insolvent or go bankrupt; or (e) lie to us; or (ii) if you, any user of your phone, or any other authorized contract on your account; (a) threatens, harasses or commits violence against our representatives, or used vulgar and/or inappropriate language towards our representatives; (b) steals from us; (b) damages or interferes with our operations; (d) "spams," or engages in other abusive messaging, calling or data transfers; (e) tampers with or modifies your phone from its manufacturer's specifications, applications, or software; (f) uses the service or phone in a way that is illegal, consumes excessive system resources or otherwise adversely affects our network or other customers, or (g) violates our business policies and procedures. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or our Agreement with you will be governed by bankruptcy law.

**Disclaimer of Warranties:** We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose concerning your service or your wireless phone. We make no warranty as to areas of coverage and we don't promise uninterrupted or error-free service. We authorize no one, including our employees or agents, to make any warranties on our behalf.

**Waivers and Limitations of Liability:** To the extent permitted by law, our liability for monetary damages for any claims you may have against us is limited to no more than the pro-rates amount of service charges we bill you for the period your service is interrupted, except that we shall have no liability for any loss of service that lasts less than 24 continuous hours. Under no circumstances are we liable to you for any indirect, consequential, incidental, punitive or special damages of any nature whatsoever arising out of or related to providing or failing to provide services, including, but not limited to your lost profits, loss of business, or cost of replacement products or services. This limitation applies regardless of the theory of liability, whether fraud, misrepresentation, breach of contract, tort, personal injury, products liability, or any other theory. These limitations also apply to any claims you may bring against our suppliers or licensors, to the extent we would be required to indemnify the supplier or licensor for your claim. You also agree we aren't liable for any losses due to missed or deleted voice mails or text messages, even if you've saved them, or for any other information or data that may be modified, lost or deleted in any cause. You agree to indemnify us for any claim resulting from your use or misuse of our services, unless caused by negligence or other fault of WCC.

**Dispute Resolution and Mandatory Arbitration:** We agree to settle all disputes between us by binding arbitration. Before taking any action, however, you agree to notify us (and we agree to notify you) in writing of the nature of the dispute at least 45 days before initiating binding arbitration. We will attempt to resolve our dispute informally. Any dispute between us that cannot be resolved after 45 days will be finally resolved by a single neutral arbitrator in accordance with the Revised Uniform Arbitration Act of the State of Alaska. You understand that there is no judge or jury in an arbitration, and you will have no right to either. Each party must be individually named in an arbitration. Our Agreement does not permit arbitrations on behalf of a class. If for any reason this prohibition on class arbitrations is held invalid or unenforceable, our agreement to arbitrate will no longer apply to class actions and they must be brought in court. In that event all parties, including you, agree to waive any right to a jury trial. Costs of arbitrations shall be paid in accordance with the arbitrator's final decision.

**\*\*\*About this Agreement:** A waiver of any party of this Agreement in one or more instances isn't a waiver of any part or any other instance. You can't assign this Agreement or any of your rights or duties under it. We may assign all or part of this Agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. We agree that we may provide notice to you by one or more of the following methods: mail addressed to your most recent billing address, including bill messages or inserts, email fax, voice or text messages and phone calls to your contact numbers listed on your account, and by posting information on our website or in newspapers in appropriate situations. You agree to provide notice to us by writing to the WCC address on your most recent bill. If any part of this Agreement is held invalid, that part may be severed from this Agreement and the remainder shall remain in effect so far as possible. This Agreement and the documents referenced in it, form the entire Agreement between us in regard to your Wireless Service. You can't rely on any other documents or oral or written statements of our sales or service representatives or agents, and you have no other rights with respect to service or this Agreement, except as specifically provided in this Agreement or as required by law. This Agreement and any disputed covered by it are governed by the laws of the State of Alaska, without regard to its conflicts of law rules.

**\*\*\*Your Customer Proprietary Network Information "CPNI":** Under federal law, you have the right and we have the duty, to protect the confidentiality of certain personal information that we obtain solely by virtue of providing your telecommunications services. This information, called CPNI, includes information that relates to the quality, technical configuration, type, destination, locations, and amount of your use of our service and related information in your bills. It does not include your name, address or telephone number. We may use your CPNI to provide or market our wireless products and services to you, to protect WCC's rights or property, to provide information to emergency personnel, and to protect you or others from fraudulent, abusive, or unlawful use of our services. We also may use your CPNI to comply with any law or legal process (such as in court order or subpoena). **In addition, with your explicit "opt in" consent, we may use your CPNI to market additional service to you, either on our own or with their parties. Your "opt in" consent remains in effect unless withdrawn or revoked by you, with you can do at any time by contacting us at 1-888-328-4222. Your choice to grant or withdraw your consent will not affect the status of any services you currently have with WCC.**

CUSTOMER INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_