

# KIWISAT RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT

We provide you and your household members with our Services on the condition that you comply with our Customer Agreements. These agreements, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully. The Customer Agreements constitute the entire agreement between you and us, and you are not entitled to rely on any other agreements or undertakings made by Kiwisat personnel other than as set forth in the Customer Agreements.

- Residential Services Subscriber Agreement (this document). This Agreement contains the general terms and conditions governing your use of the Services.
- Your Work Order(s). We present you with a Work Order (either in electronic or print form) when you initiate Service or when or you request we address Service problems.
- Fee Schedule. Kiwisat's Fee Schedule governs pricing for your use of the Service.
- Privacy Statement. Kiwisat's Privacy Statement governs privacy terms for your use of the Service.
- Addenda. You may agree to an Addendum (i.e. a special pricing plan) to this Agreement when you signed up for a special service or a special promotional program.

By signing your Work Order (either in electronic or print form) or using our Services, you accept (in other words, agree to be legally bound by) these Customer Agreements and confirm that, by doing so, you are not violating the terms of any agreement you may have with another provider of services.

THIS AGREEMENT CONTAINS A BINDING "ARBITRATION CLAUSE," WHICH SAYS THAT YOU AND KIWISAT AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, AND ALSO CONTAINS A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST KIWISAT MORE THAN ONE YEAR AFTER THE RELEVANT EVENTS OCCURRED. YOU HAVE THE RIGHT TO OPT OUT OF THESE PORTIONS OF THE AGREEMENT. SEE SECTIONS 14, 15 AND 16.

Capitalized terms used in this Agreement have special meanings, which are contained in Section 17. By signing a Work Order or using our Services you agree on your own behalf and on behalf of your household members as follows:

## **1. Your Financial Responsibilities**

**(a) Charges and Billing.** You must purchase your Equipment from Kiwisat; we do not lease Equipment and you may not use third-party Equipment. You must pay for the Services you receive or order in accordance with our billing practices, along with any installation or equipment charges and other applicable fees and taxes as specified in our Fee Schedule. You understand that if you sign up for one of our prepaid plans, you are agreeing to pay in advance for the Services with no refund for fees paid in advance. We reserve the right to change our prices and fees, and to impose new fees, charges and surcharges, including cost recovery surcharges as permitted by law. Certain of our fees are described below. Additional information regarding each of them is available on our website.

**(b) Promotions.** If you are under a promotional offering for a set period of time, you are assured that the price you are charged for the Services will not change during that period.

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However, you are not assured that the Services themselves will remain the same or that Kiwisat's fees for things other than the Services (like Equipment purchase charges, late payment fees or charges for receiving paper statements) will remain the same.

**(c) Prepaid Plans.** If you sign up for one of our prepaid plans, your Services will not be activated until initial payment has been received. You understand that prepaid plans are automatically renewing unless you provide us with written notice of your intent to not renew. Within at least thirty (30) days prior to expiration of your prepaid plan term, we will bill you for the same Services as you ordered at our then-current fees or those fees as may have been stated in advance for renewal as part of your prepaid plan.

**(d) Late Fees.** If you fail to pay your bill by the due date on your statement, we incur costs that we may pass on to you in the form of late fees and collection fees (including field collection fees that apply if we send someone to your home in an attempt to collect amounts you owe us). Except where late fees are set pursuant to law, these fees are based on the aggregate costs of our collection activities and may change over time and may vary by location. You confirm that these fees are difficult to determine on an individual basis and are reasonable in light of our costs in collecting past due amounts. We are entitled to charge you interest on past due amounts.

**(e) Service Suspension Fees.** If we suspend any of the Services we provide to you (for example, because you fail to pay amounts you owe us or because you violate our Customer Agreements), we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Services during the suspension.

**(f) Bounced Checks.** If your check to us "bounces" (or if your bank or payment card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

**(g) Deposits.** We may require a deposit or other guaranteed form of payment (for example, a payment card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or payment card account you have authorized us to use.

**(h) Purchase Authorizations.** You authorize us to accept (and charge you for) any orders or requests made from your location or using your account information. For example, if someone in your home requests additional channels and/or features to the Service, you are responsible for the resulting charges. Similarly, if you provide any person with your Kiwisat ID and password, you will be responsible for the costs of anything they order using the information, whether from within your home or outside it.

**(i) Special Offers.** We are not required to notify you of offers we make available to others, or to change your prices to equal those contained in such offers.

**(j) Billing Errors.** You must bring any billing errors to our attention within thirty (30) days of the day you receive the bill or you will waive any right to (in other words, you will not be eligible to receive) a refund or credit.

**(k) Governmental Fees, Taxes and Surcharges.** Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what governmental fees and taxes

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to collect from you. You waive any right to (in other words, you are not eligible to receive) a refund of any fees or taxes that we collect from you and pay to any government or agency. You can receive a list of the fees and taxes we collect by contacting us.

**(l) Personal Legal Terms Are Null and Void.** You cannot settle amounts you owe us by writing “paid in full” or any other message on your bill or check.

**(m) Replacement Bank and Credit Cards.** If you provide us with a credit or bank card for billing or deposit purposes and the issuer gives you a new card on the account, you authorize us to update our records and to continue to use the account as before.

**(n) Third-Party Claims.** If a third party sues us based on your use of our Services, Equipment or based on a breach by you of any Customer Agreement(s), you will indemnify us (in other words, reimburse us) for any losses, including reasonable attorneys’ fees, that we suffer.

### 2. Your Responsibilities Regarding Equipment

**(a) Downloads.** We can make changes to our Service through downloads from our network or otherwise. To deliver the Services, we may from time to time download software and make other changes to Equipment, which may change the features and functionality of Equipment. You represent that you have the authority to grant us access to such equipment to make such changes.

**(b) Equipment Location.** You may not move Equipment to any location other than the location where you initially received the Services. This is true even if you have moved to a new location and continue to pay us for the Services. You must notify us in writing if you are moving your Equipment to a new location.

### 3. Your Right to Use Our Services and Property is Limited

**(a) Our Services May Change.** We can change our Services, or require that you obtain new Equipment to obtain the full benefit of the Services. You are not guaranteed any particular channels and you are not entitled to any compensation if any channels are removed from the Services.

**(b) Features and Functionality May Differ.** We may alter the features and functionality of our Services as we deem necessary.

**(c) Software License.** We may provide you with Software as part of or to help you use our Services. We allow you to use such Software and other Kiwisat intellectual property, but only to the extent necessary to use or receive the related Services. The Software and other intellectual property always belong to us and our licensors, and you do not have any ownership rights in them or any right to license them to others. We may, but are not obligated to, modify the Software, including through remote downloads to Equipment or Equipment. If we notify you that a Software update is available to you, you should promptly perform the update. If you don’t, the Software and/or Equipment may not work properly with our Services.

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**(d) Personal, Non-commercial Use Only.** The Services and Software are for your reasonable personal, non-commercial use only. You may not examine or manipulate the Software code. You may not share our Services with any person who is not a member or guest of your household or to persons outside your premises. You may not enable any person who is not a member of your household to access our Services (for example, by providing them with your Kiwisat ID and password).

**(e) Unauthorized Access.** You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you establish a username and password with us that enable you to access our out-of-home Services, you will not provide that username and password to any person other than the members of your household. If you do, we reserve the right to revoke your access credentials or terminate the Services you receive.

**(f) Theft of Service.** If you knowingly access Services that you have not paid for, enable others to access Services that they have not paid for, or damage or alter our Equipment (or use Equipment) in order to do so, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or criminal charges. Only Kiwisat may service Equipment. You will not allow anyone else to open, take apart or modify Equipment.

**(g) Deletion of Materials.** We reserve the right, both during the term of this Agreement and upon its termination, to delete Voicemail messages, email messages, call details, files and other information that is stored on our servers, systems or Equipment, in our discretion and in accordance with our storage policies. We might delete this information if, for example, the applicable Service account has gone unused for an extended period of time, if this Agreement has been terminated by you or us, or if we replace Equipment that holds such information. Such deletions also may occur inadvertently. We will not be responsible for any loss or removal of such data or information.

### **4. Special Provisions for Phone Subscribers**

**RESERVED FOR FUTURE USE**

### **5. Special Provisions for Internet Service Subscribers**

**RESERVED FOR FUTURE USE**

### **6. Objectionable Material and Parental Controls**

Our Services make available some material that may offend you or be inappropriate for members of your household. It is your responsibility to monitor what you or others in your household view through the Service.

### **7. If You Have Service Problems, You May Be Entitled to a Credit**

**(a) Service Problems.** We will attempt to correct problems caused by our Service, but we are not required to install, service or replace your Equipment. Depending on the

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circumstances, we may charge you for service calls. For more information, please look on our website.

**(b) Outages and Credits.** Kiwisat has no liability for Service outages of less than 24 consecutive hours or when the cause of the outage was within our reasonable control (excluding service suspensions resulting from your failure to pay amounts you owe us or for violations of our Customer Agreements). Otherwise, we will provide you a credit for that period, but only if you request one. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Service(s) interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).

**(c) Force Majeure.** We have no responsibility for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

**(d) Applicable Laws.** Applicable law may impose other outage credit requirements with respect to some or all of the Services. If this is the case, we will follow the law.

**(e) Non-Kiwisat Equipment.** Our Services will not work with Equipment that you did not purchase from us.

### 8. We May Change Our Customer Agreements

**(a) Changes May be Made Online.** We may change our Customer Agreements by amending the online version of the relevant document.

**(b) Effectiveness.** Any change to a Customer Agreement will only become binding on you 30 days after we make that change. If you continue to use the Services following such 30-day period, you will have accepted (in other words, agreed to be legally bound by) the change. If you do not agree to the change, you will need to cancel the Services you receive from us.

**(c) Notice as to Certain Changes.** We will provide you at least 30 days' notice of any material change to the provisions that limit the time to commence a legal action contained in Section 14 or the arbitration provisions contained in Section 15 of this Agreement and any such change will become effective only after such notice period has run.

**(d) Changes are Prospective Only.** Any change to a Customer Agreement is intended to be prospective only. In other words, the amended version of the relevant document begins to apply only as of the end of the 30-day period noted above.

### 9. If You Violate our Customer Agreements

**(a) We Can Suspend or Terminate the Service.** If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of the Services we provide to you (including your rights to use any Software) without prior notification.

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**(b) Charges While Service Suspended.** If we choose to suspend your Service, we may do so electronically and we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Service during the suspension. Service restoration fees are available from your local Kiwisat office.

**(c) We Can Pursue Other Remedies.** If we think you have violated our Customer Agreements, we have the right to seek compensation from you through arbitration or, if you have opted out of this Agreement's arbitration provisions as permitted under Section 15, or if we are seeking a court order that requires you to take or cease taking any action, by suing you in court.

**(d) No Waiver.** Kiwisat does not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

### 10. Our Services are Not Guaranteed and Our Liability is Limited

**(a) NO WARRANTIES.** OUR SERVICES (WHICH, FOR PURPOSES OF THIS SECTION 10, ALSO REFERS TO OUR EQUIPMENT) ARE NOT GUARANTEED TO WORK, TO BE ERROR- OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY SERVICES, EQUIPMENT NOT PROVIDED TO YOU BY KIWISAT OR OUR LICENSORS OR SUPPLIERS (INCLUDING EQUIPMENT). OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THESE SERVICES. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

#### **(b) KIWISAT'S LIABILITY IS LIMITED. EXCEPT FOR THE DIRECTORY**

SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 7 OF THIS AGREEMENT, NEITHER WE NOR OUR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR REGULATION OR ANY OTHER LEGAL THEORY. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF EQUIPMENT. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

**(c) SECURE YOUR COMMUNICATIONS AND DATA.** THE SERVICES AND THE COMMUNICATIONS YOU MAKE USING THEM MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. KIWISAT WILL NOT BE

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RESPONSIBLE IF A THIRD-PARTY GAINS ACCESS TO THE SERVICES, THE EQUIPMENT, OR YOUR COMMUNICATIONS OR DATA.

**(d) DAMAGE OR LOSS TO YOUR PROPERTY.** WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING FROM YOUR USE OF THE SERVICES OR EQUIPMENT.

### 11. Your Privacy Rights and Obligations

**(a) Applicable Law.** Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Privacy Statement.

**(b) Kiwisat's Privacy Statement.** Our Privacy Statement covers our treatment of your personal information. You can view it here {link}.

**(c) Exceptions.** Kiwisat may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

**(d) Safeguard Your Account Information.** You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person's use of the information and we may provide your personal information to that person as if they were you.

### 12. You are Consenting to Phone and Email Contact

**(a) Phone Calls.** We may call or text you or authorize others to call or text you on our behalf using any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal "do not call" lists. You are responsible for charges for incoming text messages on your wireless phone. However, if you ask to have your number placed on our "do not call" list, we will not call or text you (or authorize others to call or text you) at that number for marketing purposes. To have your number placed on our "do not call" list, contact your local Kiwisat office.

**(b) Robo-Calls.** We (or persons acting on our behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if you do not answer.

**(c) Recording of Calls.** You agree that we may monitor or record your telephone conversations with us (whether we call you, or you call us). If you do not wish your telephone conversations with us to be monitored or recorded, you should email us.

**(d) Emails.** We may email you or authorize others to email you on our behalf using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. If you ask to have your address placed on our "do not email" list, we will not

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email (or authorize others to email) marketing messages to you at that address. However, this does not prevent us from sending you messages related to the operation of Services.

### 13. You are Consenting to How We Provide You with Notices and Communications

**(a) Service Changes.** You authorize us to provide required notices to you regarding channel lineup changes and other changes to our Services by providing the relevant information on our website, on your monthly bill, as a bill insert, via email, or by any other communication permitted under applicable law.

**(b) Other Notices.** You authorize us to provide other notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

**(c) Other Consents.** We may ask you to provide consents or authorizations, including by electronic means including email or your Equipment (for instance, using your remote to purchase a movie), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

**(d) Email Address for Notice.** Upon our request, you will provide us with a current email address that you regularly check so that we may provide notices and communications to you at that address. If you stop using that email address, you will provide us with a new address for such purposes.

### 14. Time Limit to Bring a Legal Action

You waive (in other words, give up) the right to commence any proceeding against Kiwisat if the relevant events occurred more than one (1) year ago.

### 15. Binding Arbitration

**(a) Arbitration or Small Claims Court.** Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 15, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Consumer Arbitration Rules or, by separate mutual agreement, to another arbitration institution.

**(b) Types of Claims.** Each of us may bring claims against the other only on their own behalf, and not on behalf of any official or other person, or any class of people, and neither of us may bring claims against the other alongside or with claims, whether similar or not, brought by other people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court (other than claims relating to whether arbitration is appropriate, which will be decided by an arbitrator, not a court). You may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement.

**(c) Arbitration Decisions.** The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or Kiwisat requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within

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thirty (30) days and the appeal will be decided, based on that institution's appeal rules, within one-hundred-twenty (120) days of filing.

**(d) Costs.** Before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees (but only to the extent they exceed your local small claims court filing fees) and (2) the portion of the arbitrator's costs for which you would normally be responsible. If Kiwisat wins the arbitration, you will reimburse us for these advances. Kiwisat will, of course, pay any fees or costs required under the law where you live.

**(e) Jury Waiver.** Any Dispute properly brought in a court of law in connection with our Customer Agreements (including this Agreement) will be heard and decided by a judge, not a jury. Each of us waives (in other words, gives up) the right to a jury trial in any such Dispute.

### 16. Definitions; Headings

**(a) "Addendum"** means a document that you agree to when you sign up for or use a special Kiwisat service or promotional program. The Addendum supplements the terms of our other Customer Agreements for purposes of the relevant special service or promotional program.

**(b) "Agreement"** means this Residential Services Subscriber Agreement, as amended from time to time.

**(c) "Customer Agreements"** refers to the agreements, notices and policies described in the introduction to this Agreement.

**(d) "Equipment"** means any devices and equipment that are owned by you and purchased from us.

**(f) "Dispute"** means any dispute, claim, or controversy between you and Kiwisat regarding any aspect of your relationship with us or any conduct or failure to act on our part, including claims based on breach of contract, tort (for example, a negligence or product liability claim), violation of law or any claims based on any other theory, and including those based on events that occurred prior to the date of this Agreement.

**(g) "Including" or "include"** means inclusion without limitation.

**(i) "Services"** refers to the services and features you receive or order from us.

**(j) "Kiwisat"** means Kiwisat LLC and our subsidiaries that provide our Services, or any satellite operator to whom we assign this Agreement.

**(k) "Work Order"** means any Kiwisat work or service order(s) that we have provided to you or provide in the future. We provide you with a Work Order when you initiate a service request.

**(l) Headings.** Headings used in this Agreement are for convenience only, do not form a part of this Agreement and will not affect the meaning or interpretation of this Agreement.

### 17. Term of Agreement; Termination of Service

**(a) Survival of Terms.** The terms of this Agreement relating to the rights in and to Software (Sections 3(b) and 3(c)), limitations on liability and warranty disclaimers (Section 10), the

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time period within which you may bring claims (Section 14), resolution of disputes (Section 15), our obligation to grant you service credits (Sections 4 and 7) and your obligation to pay us and to indemnify us for certain third-party claims (Section 1) will survive (in other words, continue to apply to you even after) the termination of this Agreement.

**(b) Term.** This Agreement remains in effect until you no longer receive any of the Services and any balance on your account has been paid in full or waived in writing by us.

**(c) Our Right to Terminate.** We may terminate your Services and your rights to use any Software at any time for any or no reason, including if we determine that you or a member of your household has received Services from us in the past and failed to pay amounts owed to us.

**(d) Your Right to Terminate.** If you wish to terminate Services, you should use the cancellation tool as found on our website. You cannot terminate Services by writing “canceled” or any other message on your bill or check.

### 18. The Rights of Third Parties

**(a) No Transfers or Assignments.** Except with our consent, you may not transfer or assign to any other person (in other words, make another person legally responsible for) the Services, the Equipment or your obligation to comply with our Customer Agreements.

**(b) Contractors and Licensors.** We may use contractors to assist us in providing the Services and we may provide you with Equipment that is owned or manufactured by a third party. If you bring a claim against these contractors or third parties, they have the same rights that we have under our Customer Agreements.

**(c) No other Third-Party Beneficiaries.** Other than contractors and licensors mentioned in the preceding paragraph, our Customer Agreements are not intended to benefit (in other words, to create any rights or obligations for) anyone other than you and us.

### 19. Legal Conflicts with our Customer Agreements

**(a) Conflict with Local Law.** Our Customer Agreements may be the subject of legal requirements that apply where you live or where we provide Services to you. If such a requirement conflicts with our Customer Agreements with respect to one or more Services, the legal requirement will take priority over the part of our Customer Agreements with which it conflicts, but only with respect to that part and only with respect to the Services to which such legal requirement applies.

**(b) Partial Invalidity.** If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The surviving portions of the relevant Customer Agreement should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in Section 15 regarding Binding Arbitration.

### 21. What Happens if There is a Conflict between our Customer Agreements

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**(a) English Language Version Controls.** If we have provided you with a non-English translation of any of our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with Kiwisat and will control in the event of a conflict. The translation is provided as a convenience only.

**(b) Conflicts with Work Order.** In the event of a conflict between the terms of this Agreement and your Work Order, then the terms of this Agreement control.

**(c) Conflicts with Certain Other Agreements.** In the event of a conflict between the terms of this Agreement and the terms of any Addendum or our Terms of Service, then the terms of the other document will control with respect to the applicable Service.

**Last Revised: January 15, 2020**