

Northland Communications

Cellular Terms + Conditions

Revision 03.11.26



These Northland Cellular Terms and Conditions, the Agreement (as defined below) into which they are incorporated and Northland's Acceptable Use Policy govern your (the "Customer") purchase of the Services (as defined below) set forth in any purchase order from Northland.

1. End User has no contractual relationship with CBC or The Carrier and End User is not a third-party beneficiary of any agreement between Provider and CBC. End User understands and agrees that CBC, The Carriers, or Provider shall have no legal, equitable or other liability of any kind to the End User.
2. Subject to FCC Number portability rules, End User has no property or other rights in any Number assigned to it and End User understands that any such Number can be changed from time to time.
3. End User acknowledges that the Service may be temporarily refused, interrupted, curtailed, or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation, and repairs of transmission Network. End User agrees that CBC, or carriers or Provider shall not be responsible for such interruptions of the Service or the inability to use the Service within or outside the Territory. End User understands that such wireless service carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.
4. End User expressly understands and agrees that the liability and obligations of Provider to End User under the End User agreement for Services may be strictly controlled and limited by The Carriers tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, End User's exclusive remedy and the total liability of Provider and/or any supplier of services to Provider arising in any way in connection with the End User agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by Provider of damages in an amount equal to the amount charged to End User for the Service provided under this End User agreement. In no event shall CBC, Provider, and/or The Carrier be liable for any cost, delay, failure or disruption of the Service, lost profits, or incidental, special, punitive, or consequential damages.
5. In no event shall CBC, Provider, and/or The Carrier be liable for the failure or incompatibility of Equipment utilized by End User in connection with the Service. End User shall use Equipment at its own risk.

6. End User shall indemnify, defend, and hold CBC, Provider, The Carrier, and their respective officers, employees, and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability, or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with the End User agreement; the provision or use of the Service; or the use, failure to use or inability to use the Number. This provision shall survive the termination of the End User agreement.
7. End User acknowledges that the End User agreement is assignable by Provider.
8. Service may be temporarily suspended or permanently terminated without notice in the event that CBC's agreement with The Carrier is terminated or in the event the End User violates the Acceptable Use Policy or other Network rules and policies. End User waives any and all claims against the underlying wireless service carrier, including any roaming carrier, for such suspension or termination. Choice IoT will provide equal notice to the provider based on notice received by the carrier.
9. Protective Measures. To provide a good experience for Subscribers and minimize capacity issues and degradation in Network performance, The Carrier may take measures including temporarily reducing data throughput for a subset of End Users who use a disproportionate amount of bandwidth.. The Carrier may also suspend, terminate, or restrict such End User's data session, Service Plan, or Service if such End User uses its Service Plan in a manner that interferes with other Subscribers' service, The Carrier's ability to allocate network capacity among subscribers, or that otherwise may degrade Service quality for other Subscribers.
10. Notices. All notices and other communications required by this Agreement shall be given in writing and shall be deemed to have been duly given and effective (a) upon receipt if delivered in person or (b) one (1) day after deposit prepaid with a national overnight express delivery service, or (c) three (3) days after deposit in the United States mail (registered or certified mail, postage prepaid, return receipt requested). Electronic mail (e-mail) notice is permissible for any notice provided by The Carrier to Provider not involving a notice of breach of this Agreement.