OPN INTERNET DISCLOSURE STATEMENT

**OPEN INTERNET DISCLOSURE STATEMENT**

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The Federal Communications Commission (“FCC”) requires broadband Internet providers, publish the following information regarding mass-market retail broadband Internet access services, which the FCC defines as “a service marketed and sold on a standardized basis to residential customers, small businesses and other end-user customers such as schools and libraries.”

This document provides information regarding any network management practices that we employ, (along with our partners), the performance characteristics of services, and the commercial terms of service offerings. These disclosures relate solely to that portion of our overall network devoted to providing mass-market retail broadband Internet access service and are intended to be relied upon by current and prospective subscribers.

The information provided herein may be revised from time to time as AAADataSolutions deems appropriate. In addition, the following disclosures should be read in conjunction with AAADataSolutions and with our “[Terms of Service](https://www.modassystems.com/terms-of-service/).” For further information regarding the services offered by AAADataSolutions, please see [www.aaadatasolutions.com](https://www.modassystems.com/).

**IMPORTANT INTRODUCTORY NOTE TO CUSTOMER:  
WE ARE MERELY A RESELLER OF INTERNET SERVICE PROVIDED BY A THIRD-PARTY PROVIDER (THE “PROVIDER”), WHICH ARE CURRENTLY:**

* Airespring
* T-Mobile
* Hyperion
* Intelepeer

AND IS SUBJECT TO CHANGE AT ANY TIME. WE DO NOT CONTROL THE SERVICE. CARRIER PRACTICES WITH RESPECT TO THE SERVICE ARE CONTROLLED BY THE PROVIDER, INCLUDING PRACTICES WITH RESPECT TO DATA CAPS AND ALLOWANCES; PRIVACY POLICIES; NETWORK CONGESTION MANAGEMENT PRACTICES; THE BLOCKING OR RATE-CONTROLLING OF SPECIFIC PROTOCOLS; THE INHIBITION OR FAVORING OF SPECIFIC APPLICATIONS; NETWORK SECURITY PROTECTIONS; AND THE ATTRIBUTES AND CHARACTERISTICS OF THE SERVICE. CARRIERS LIKE THE PROVIDER ARE REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (“FCC”) TO PROVIDE THE FOLLOWING TYPES OF DISCLOSURES TO THEIR CUSTOMERS.

UNDER EACH CATEGORY OF DISCLOSURE SHOWN BELOW, WE INFORM YOU OF OUR INVOLVEMENT (IF ANY) IN THE ACTS OR PRACTICES CONTAINED IN THAT CATEGORY AND WE DIRECT YOU TO CERTAIN PROVIDER DISCLOSURES ON ITS WEBSITE FOR ITS DISCLOSURES WITH RESPECT TO SUCH CATEGORIES. WE OFFER NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE PROVIDER’S DISCLOSURES REFERRED TO BELOW. WE DO NOT CONTROL THOSE DISCLOSURES AND HAVE NO OR VERY LIMITED ACCESS TO THE DATA OR ACTIVITIES UNDERLYING THOSE PRACTICES.

**DISCLOSURES**:

**Service Description:**  
1. We are providing you (“you” or “Customer”) an Internet access service (“Service”). We are not providing you with any applications (such as Internet telephone or cable TV) that might be provided with INTERNET service by other vendors. We are not involved in the creation or the provisioning of the Service. Instead, we resell the Service provided to us indirectly by the Provider.  
2. The Provider provides the Service over its wireless network, using cell sites and frequencies licensed by the FCC. The Service is not available in all locations and you will only be able to access the Service when within the operating range of the Provider’s network, which may change from time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of our or Mobile Citizen’s control. The Service and the related equipment needed to use the Service (“Equipment”) may not function in the event of a power failure or disruption, and you may be required to reset or reconfigure your modem or other hardware in order to use the Service thereafter. We and Mobile Citizen assume no liability with regard to any failure or lack of performance of the Service.  
3. Use of the Service is subject to the Provider’s then-current (i) acceptable use policy (the “Provider AUP”), a copy of which is, as of the date of this disclosure, available at

* **Airespring**
  + <https://airespring.com/service-terms/>
* **T-Mobile**
  + <https://www.t-mobile.com/responsibility/consumer-info/policies/internet-service>
* **Hyperion**
  + <https://hyperionpartners.net/privacy-policy/>
* **Intelepeer**
  + https://intelepeer.com/legal/

and incorporated herein by reference;

The Provider reserves the right to change its AUP or T&C at any time.  
4. THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY US OR MOBILE CITIZEN AND ARE SUBJECT TO CHANGE. WE AND MOBILE CITIZEN MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE YOU ADVANCE NOTICE THEREOF.

**Pricing:**  
The prices for the Service are set forth in your quote or customer agreement. The prices do not include applicable taxes and surcharges, which will may be added to the prices for service. If your pricing is based upon a promotional rate, you have been informed of the promotional nature of the rate and the duration of the promotional period, as well as the full periodic service charge you will pay after the end of the promotional period. There may be one-time or recurring additional fees, including early termination fees, pursuant to your quote or customer agreement. As explained below, the Service is subject to data caps or allowances imposed by the Provider.

**Privacy Policies:**  
We do not own, operate, maintain or control the Service and do not have network management practices that entail the inspection of network traffic. As a reseller of the Service, we do not store personally identifiable traffic information, we do not provide personally identifiable traffic information to third parties, or use that information for non-network management purposes. The Provider uses or may use network management practices that entail the inspection of network traffic; storage of network traffic data; and use of network traffic data for non-network management purposes, including disclosure of such traffic data to third parties.

**Redress Options:**

If you have a complaint about the Service, please contact us to resolve the complaint. Your customer agreement will govern dispute resolution generally.

**Congestion Management:**  
We do not own, operate, maintain, or control the Service, and do not engage in network congestion management practices. The Provider uses network congestion management practices that may interfere with the speed or the availability of your Service. You should review the Provider’s disclosures for the network congestion management practices that may affect your use of the Service, including descriptions of congestion management practices; types of traffic subject to practices; purposes served by practices; practices’ effects on end users’ experience; criteria used in practices, such as indicators of congestion that trigger a practice, and the typical frequency of congestion; usage limits and the consequences of exceeding them; and references to engineering standards, where appropriate.

**Application-Specific Behavior:**  
We do not own, operate, maintain, or control the Service, and do not engage in the blocking or rate-control of specific protocols or protocol ports, nor do we modify any protocol fields or inhibit or favor any applications or classes of applications. The Provider may engage in one or more of those activities. You should review the Provider’s disclosures for application-specific practices by the Provider that may affect your use of the Service.

**Device Attachment Rules:**  
The Equipment needed to operate the Service must be purchased and activated through Mobile Citizen. Mobile Citizen will pass through or otherwise provide the warranties and technical support offered by the manufacturer and/or the Provider (if any), as further described in your customer agreement.

**Security:**  
We do not own, operate, maintain, or control the Service, and do not take any measures to assure the security of your use of the Service or the security of the network. The Provider, may take action to guard your security in the use of the network and to safeguard the network. Please refer to the Provider’s open internet disclosures for additional information.

The FCC has established procedures for addressing informal and formal complaints relating to its “Open Internet” rules. For information concerning these formal and informal complaint procedures, please refer to the FCC’s website at [**https://www.fcc.gov/guides/getting-broadband**](https://www.fcc.gov/guides/getting-broadband).