

# Consumer Cellular®

## WIRELESS CUSTOMER AGREEMENT

This Wireless Customer Agreement (this “Agreement”) is between the person or entity (hereinafter referred to as “Customer,” “you” or “your”) that is the customer of record and Consumer Cellular, Incorporated (hereinafter referred to as “Consumer Cellular,” “we,” “our” or “us”). This Agreement, including the terms of service for wireless products, features, applications and services (“Service(s)”) not otherwise described herein that are posted at [www.ConsumerCellular.com](http://www.ConsumerCellular.com), or devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and Consumer Cellular and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement is binding when Service is activated to your specific telephone number(s) (each, a “Number”). The term “Unit,” “Equipment,” or “Device” means the cellular receiving and transmitting equipment that is programmed with the Number.

You acknowledge that you are of legal age, have received a copy of this Agreement, and have read and clearly understand its terms.

**BY USING OUR SERVICES YOU ACCEPT ALL TERMS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION (SEE SECTION 3.6). THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

### **1. TERM COMMITMENT, CHARGES, BILLING AND PAYMENT.**

#### **1.1 What Is The Term Of My Service?**

Your Agreement begins on the day we activate your Service and continues through the day your Service is terminated by you or us pursuant to the terms of this Agreement. There is no requirement that you maintain service for a specific term length.

#### **1.2 What Happens If I Want To Cancel My Service Or If You Cancel My Service? Is There A Cancellation/Early Termination Fee?**

You may cancel this Agreement at any time for any reason, but you will be responsible for all charges incurred through termination. If you do cancel, you must notify us in writing. We may also cancel this Agreement. If we do, we will attempt to notify you in advance. Even though the account is canceled you are liable for all charges. We bill up through the date of termination.

We may terminate this Agreement at any time without notice if we cease to provide Service in your area. We may interrupt or terminate your Services without notice:

- for any conduct that we believe violates this Agreement;
- if we see excessive or unusual usage patterns that we think may be fraudulent or abusive
- if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives;
- you resell our Services either alone or as part of any other good or service;
- if we discover that you are underage;

- if you fail to make all required payments when due;
- if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect our Services or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by others, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk, or a violation of privacy;
- if you provided inaccurate credit information; or
- we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

If you fail to perform your obligations, you will reimburse us for all expenses, including attorney fees, incurred in the enforcement of this Agreement and we may keep any charges prepaid by you. These remedies are not exclusive and are in addition to all remedies proved by law. Any failure by us to strictly enforce this Agreement will not waive our right to require compliance with this Agreement.

### **1.3 Can Consumer Cellular Change My Service Terms And Rate? Can I Change My Service Terms And Rate?**

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Services at any time. We will provide you with notice of material changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You must pay any additional charges from the date of our modification, even though you may have paid for the Service in advance. You understand and agree that state and federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations.

If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

If you would like to make changes to your Service, please contact a Consumer Cellular representative. Some changes may be subject to limitations and/or additional charges. You must pay any additional charges from the date of your requested modification, even though you may have paid for the Service in advance.

You may terminate this Agreement at any time, but you will be responsible for all charges incurred through termination.

### **1.4 What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Bill?**

You are responsible for paying all charges for or resulting from Services provided under this Agreement, including any activation fee that may apply to each voice or data line. You will receive monthly bills that are due in full. Recurring monthly fees and non-recurring Service charges will be billed as soon as possible. Billing cycle end dates may change from time to time. If you have authorized charges to a credit card, debit card, or checking account (collectively, "Financial Account"), no additional notice or consent will be required before billings to that Financial Account. Payments of all charges, including disputed charges, must be received by the due date shown on the invoice.

**IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST NOTIFY US IN WRITING AT CONSUMER CELLULAR, INCORPORATED, 12447 SW 69TH AVE., PORTLAND, OR 97223 OR IN WRITING TO WWW.CONSUMERCELLULAR.COM, WITHIN 60 DAYS OF THE DATE OF THE BILL OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.**

Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Consumer Cellular. If your Equipment is lost or stolen, you will be responsible for all charges incurred on your Number until you terminate service with us. After you terminate Service, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your pro-rated monthly service fee. We may require payment by money order, cashier's check or a similarly secure form of payment at our discretion. Acceptance of late or partial payments (even if marked "Paid in Full") will not waive our rights thereunder.

To determine your primary place of use (“PPU”) and which jurisdiction’s taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed Services area, we may reasonably designate a PPU within the licensed Services area for you. You must live and have a mailing address within Consumer Cellular’s network coverage area.

### **1.5 How Does Consumer Cellular Calculate My Bill?**

Usage and monthly fees will be billed as specified in your customer service summary or rate plan information online. If the Equipment you order is shipped to you, your Services may be activated before you take delivery of the Equipment so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Equipment is still in transit, if, upon receiving your first bill, you have been charged for Services while your Equipment was in transit, you may contact our Customer Service Department at 1 (800) 686-4460 to request a credit. You agree to pay for all services used with your Device. You also remain responsible for paying your monthly Service fee if your Service is suspended for nonpayment. We may require payment by money order, cashier’s check, or a similarly secure form of payment at our discretion.

AIRTIME AND OTHER MEASURED USAGE (“CHARGEABLE TIME”) IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONSUMER CELLULAR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL.

Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone’s signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed.

All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES, CONSUMER CELLULAR CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE (“KB”) OR MEGABYTE (“MB”). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, E MAIL NOTIFICATIONS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. DATA TRANSPORT OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL-TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO OUR NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU

WANT TO ACCESS IT. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT. DATA USAGE IS BILLED AT DIFFERENT INTERVALS DEPENDING ON THE AMOUNT OF DATA BEING USED OVER PERIODS OF TIME AND THE BILLING TIME MAY NOT CORRESPOND TO THE TIME YOU USE THE DATA..

If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services.

#### **1.6 Is There Ever Delayed Billing Of Usage Charges?**

Billing of usage for calls, messages, data or other Services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from monthly minutes or other Services allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against your monthly minutes in the month in which the calls appear on your bill.

#### **1.7 Are Advance Payments And/Or Deposits Required?**

We may require you to make deposits or advance payments for Services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict Services or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Services until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain Services. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

#### **1.8 What If I Fail To Pay My Consumer Cellular Bill When It Is Due?**

You agree that for amounts not paid by the due date, Consumer Cellular may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$10. **In the event you fail to pay billed charges when due and it becomes necessary for Consumer Cellular to refer your account(s) to a third party for collection, Consumer Cellular will charge a collection fee equal to the greater of the following: \$30 or the maximum percentage permitted by applicable law, but not to exceed 18% to cover the internal collection-related costs Consumer Cellular has incurred on such account(s) through and including the date on which Consumer Cellular refer(s) the account(s) to such third party.**

You expressly authorize, and specifically consent to allowing, Consumer Cellular and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Consumer Cellular to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Consumer Cellular. You agree and acknowledge that any email address or any other electronic address that you provide to Consumer Cellular is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set email messages delivered by an automatic emailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

### **1.9 What Happens If My Check Bounces Or I Charge Back A Credit Card Payment?**

We will charge you up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

### **1.10 Who Can Access My Account And For What Purpose?**

You authorize us to provide information about and to make changes to your account, including adding new Services, upon the direction of any person able to provide information we deem sufficient to identify you. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information.

### **1.11 What Happens To Any Credits Left On My Account After I Have Closed My Service?**

Any remaining funds in excess of \$25 will be returned to you at your last-known address within 90 days after your service is cancelled.

## **2. HOW DO I RESOLVE DISPUTES WITH CONSUMER CELLULAR?**

### **2.1 Dispute Resolution By Binding Arbitration.**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Service Department at 1 (800) 686-4460. In the unlikely event that Consumer Cellular's Customer Service Department is unable to resolve a complaint you may have to your satisfaction (or if Consumer Cellular has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

### **2.2 Arbitration Agreement.**

Unless otherwise provided within this Agreement, Consumer Cellular and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Consumer Cellular," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior agreements between us. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Consumer Cellular are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive

termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Consumer Cellular should be addressed to: Office for Dispute Resolution, Consumer Cellular, Incorporated, 12447 SW 69th Ave., Portland, OR 97223 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If Consumer Cellular and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Consumer Cellular may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Consumer Cellular or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Consumer Cellular is entitled.

After Consumer Cellular receives notice at the Notice Address that you have commenced arbitration following the 30 day period where both parties attempted to resolve the issue, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000. If you are unable to pay this fee, Consumer Cellular will pay it directly upon receiving a written request at the Notice Address. The arbitration will be governed by the Consumer Arbitration Rules (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA; provided, however, you agree to modify the AAA Rules as follows: all arbitrations for claims less than \$10,000 shall be only a desk arbitration or by telephone at your choice, not through small claims court in any jurisdiction. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1 (800) 778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim exceeds \$10,000, the hearing will be in person in Washington County, Oregon. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your claim is without merit or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you agree to reimburse Consumer Cellular for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND CONSUMER CELLULAR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CONSUMER CELLULAR agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Consumer Cellular makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

### **3. WHAT TERMS RELATE TO MY DEVICE AND CONTENT?**

#### **3.1 My Device.**

You are responsible for all phones and other devices containing a SIM assigned to your Device. Your Device must be compatible with, and not interfere with, our Services and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually.

If you bought a Device from Consumer Cellular, it may have been programmed with a SIM lock which will prevent it from operating with other compatible wireless telephone carriers’ services. If you wish to use this Device with the service of another wireless telephone carrier, you must enter an Unlock Code. Consumer Cellular will provide

the Unlock Code upon request, provided that you meet certain criteria including, but not limited to the following: (a) you have paid for your Device in full; (b) the equipment has been active on Consumer Cellular's service for at least six months and the account is in good standing (i.e. it has no past due amount or unpaid balance owed Consumer Cellular); (c) your Device has not been reported lost or stolen; and (d) Consumer Cellular has the Unlock Code or can reasonably obtain it from the manufacturer. Consumer Cellular may allow you to pay a fee in lieu of the above criteria. The fee will be set by Consumer Cellular in their sole discretion. For further details on eligibility requirements and for assistance on obtaining the Unlock Code for your handset, please call 1 (800) 686-4460.

Devices purchased for use on Consumer Cellular's system are designed for use exclusively on Consumer Cellular's system and Equipment. You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. Consumer Cellular may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems.

You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Equipment.

### **3.2 Where And How Does Consumer Cellular Service Work?**

Consumer Cellular does not guarantee availability of wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside Consumer Cellular's coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between Consumer Cellular network technologies. For details, see the coverage map at [www.ConsumerCellular.com](http://www.ConsumerCellular.com).

Actual network speeds depend upon device characteristics, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in building/in vehicle use and capacity constraints.

### **3.3 What Information, Content, And Applications Are Provided By Third Parties?**

Certain information, applications, or other content that may be accessed using Consumer Cellular service is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

CONSUMER CELLULAR DOES NOT PUBLISH THIRD-PARTY INFORMATION, APPLICATIONS OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Consumer Cellular's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by Consumer Cellular or any content providers or other third party. Delays or omissions may occur. Neither Consumer Cellular nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Consumer Cellular nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

### **3.4 How Can I Get Mobile Content?**

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from Consumer Cellular or other companies (“Content”). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, that these charges will appear on your bill (including charges on behalf of other companies).

You have full-time access to your Content purchase transaction history on our website. You may contest charges and seek refunds for purchases with which you are not satisfied. Consumer Cellular reserves the right to restrict Content purchases or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses this Service.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data plan and such charges appear separately on your bill. You will be charged each time you download Content. Data Service charges apply.

### **3.5 Am I Responsible If Someone Makes A Purchase With My Device?**

Except as otherwise provided in this Agreement, if your Device is used by others to make Content purchases, you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

- make Content purchases from those Devices, and to incur charges for those Content purchases that will appear on your bill;
- give consent required for that Content, including the consent to use that user’s location information to deliver customized information to that user’s Device; or
- make any representation required for that content, including a representation of the user’s age, if requested.

### **3.6 Can I Use Location-Based Services With My Device?**

Consumer Cellular collects information about the approximate location of your Device in relation to our cell towers and the Global Positioning System (GPS). We use that information, as well as other usage and performance information also obtained from our network and your Device, to provide you with wireless voice and data services, and to maintain and improve our network and the quality of your wireless experience. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that we may collect and use location information from Devices.

Your Device is also capable of using optional Content at your request or the request of a user on your account, offered by Consumer Cellular or third parties that make use of a Device’s location information (“Location-Based Services”). Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected.

Our directory assistance service (411) may use the location of a Device to deliver relevant customized 411 information based upon the user’s request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user’s location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

### **3.7 What If My Device Is Lost Or Stolen?**

If your wireless Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. (California Customers, see section “What Terms Apply Only To Specific States?” below.) Once you report to us that the Device is lost or stolen, you will not be responsible for subsequent charges incurred by that Device. You can report



your Device as lost or stolen and suspend Services without a charge by contacting us at 1 (800) 686-4460.

#### **4. TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE.**

##### **4.1 What Are The Limitations On Service And Liability?**

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion.

Some Service solutions may require third-party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party provider. Consumer Cellular is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. Consumer Cellular is not responsible for loss or disclosure of any sensitive information you transmit. Consumer Cellular's wireless services are not equivalent to wireline Internet. Consumer Cellular is not responsible for nonproprietary services or their effects on devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

**WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. CONSUMER CELLULAR MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL CONSUMER CELLULAR BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:**

- act or omission of a third party;
- mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;
- damage or injury caused by the use of Services, Software, or Device, including use in a vehicle;
- claims against you by third parties;
- damage or injury caused by a suspension or termination of Services or Software by Consumer Cellular; or
- damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

Notwithstanding the foregoing, if your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to you for Service failures is limited solely to the credit set forth above.

Unless prohibited by law, Consumer Cellular is not liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Devices provided by or through Consumer Cellular, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold Consumer Cellular and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Consumer Cellular or any

person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CONSUMER CELLULAR, or any violation by you of this Agreement. This obligation shall survive termination of your Service with Consumer Cellular. Consumer Cellular is not liable to you for changes in operation, equipment, or technology that cause your Device or Software to be rendered obsolete or require modification.

SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **4.2 Who Is Responsible For Security?**

CONSUMER CELLULAR DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by Consumer Cellular. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

#### **4.3 How Can I Use The Software?**

The software, interfaces, documentation, data, and content provided for your Equipment as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by Consumer Cellular (the "Software") is licensed, not sold, to you by Consumer Cellular and/or its licensors/suppliers for use only on your Equipment. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by Consumer Cellular and/or its licensors/suppliers.

Consumer Cellular and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge Consumer Cellular's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

#### **4.4 How Can I Use Another Carrier's Network (Off-Net Usage)?**

##### **4.4.1 Voice**

If your use of minutes (including unlimited Services) on other carrier networks ("off-net voice usage") during any two consecutive months exceed your off-net voice usage allowance, Consumer Cellular may, at its option, terminate your Services, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net voice usage.

##### **4.4.2 Data**

If your use of the Data Services on other carriers' wireless networks ("off-net data usage") during any month exceeds your off-net data usage allowance, Consumer Cellular may at its option terminate your access to Data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net data usage. You may be required to use a Device programmed with Consumer Cellular's preferred roaming database.

##### **4.4.3 Messaging**

If you use messaging services (including unlimited Services) on other carrier

networks (“off-net messaging usage”) during any two consecutive months exceed your off-net messaging usage allowance, Consumer Cellular may, at its option, terminate your messaging service, deny your continued use of other carriers’ coverage or change your plan to one imposing usage charges for off-net messaging usage.

#### **4.4.4 Notice**

Consumer Cellular will provide notice that it intends to take any of the above actions, and you may terminate this Agreement.

### **4.5 How Do I Get Service Outside Consumer Cellular’s Wireless Network (Roaming)?**

Roaming charges for wireless data or voice Services may be charged with some plans when outside Consumer Cellular’s wireless network. Services originated or received while outside your plan’s included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier’s support of applicable network technology and functionality. Display on your device will not indicate whether you will incur roaming charges. Check with roaming carriers individually for support and coverage details.

Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Substantial charges may be incurred if your phone is taken out of the U.S. even if no Services are intentionally used.

#### **4.5.1 International Services**

Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change.

#### **4.5.2 International Roaming**

Consumer Cellular’s Service is intended for use within the United States, Puerto Rico and U.S. Virgin Islands. Generally, your Service will not work when outside of these areas. However, there may be times when the Service does work internationally. If the Service works when roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Taxes are additional.

##### **4.5.2.1 International Long Distance**

International rates apply for calls made and messages sent from the U.S., Puerto Rico and U.S. Virgin Islands to another country. Calling or messaging to some countries may not be available. Calls to wireless numbers and numbers for special services, such as Premium Rated Services, may cost more than calls to wireline numbers. If a customer calls an overseas wireline number and the call is forwarded to a wireless number, the customer will be charged for a call terminated to a wireless number. International Long Distance calling rates are charged per minute and apply throughout the same footprint in which the customer’s airtime package minutes apply. You may view International Long Distance Calling Rates at [www.ConsumerCellular.com/Support/InternationalRates](http://www.ConsumerCellular.com/Support/InternationalRates).

##### **4.5.2.2 International, Picture & Video Messaging**

Additional charges may apply for messages sent to an international phone number, premium messages and content.

##### **4.5.2.3 Cruise Ship Roaming**

Cruise ship roaming rates apply for calls placed or data used while on the ship.

##### **4.5.2.4 International Miscellaneous Export Restrictions**

You are solely responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

#### **4.5.3 International Data:**

International data rates apply to all data usage outside the U.S., Puerto Rico and U.S. V.I., including accessing cloud-based services to upload/download/stream content. Many Devices transmit and receive data messages without user intervention and can generate unexpected charges when powered “on” outside the United States, Puerto Rico and U.S.V.I. To prevent these charges, you should disable cellular data when traveling.

## **5. WHAT VOICE SERVICES DOES CONSUMER CELLULAR OFFER?**

### **5.1 What Are The General Terms That Apply To All Consumer Cellular Voice Rate Plans?**

You may obtain usage information by calling customer service or using one of our automated systems. Pricing/Taxes/No Proration: Prices do not include taxes, directory assistance, roaming, Universal Service Fees, and other surcharges. Activation Fees: Activation Fee may apply for each new line. Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands. Additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands.

### **5.2 Voicemail**

Airtime charges apply to calls to your voicemail service from your Device to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

### **5.3 Caller ID**

Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Contact customer service for information on blocking the display of your name and number. Caller ID blocking is not available when using Data Services, and your wireless number is transmitted to Internet sites you visit.

## **6. WHAT DATA AND MESSAGING SERVICES DOES CONSUMER CELLULAR OFFER?**

### **6.1 What Are The General Terms That Apply To All Data And Messaging Plans?**

Consumer Cellular provides wireless data and messaging Services, including but not limited to, features that may be used with Data Services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited; consequently, Data Services may only be used for prescribed purposes. Pricing and data allowances for Data Services may be device dependent and based on the transmit and receive capacity of each device.

On Data Services with a monthly megabyte (MB) or gigabyte (GB) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.

CONSUMER CELLULAR RESERVES THE RIGHT TO TERMINATE YOUR DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS CUSTOMER AGREEMENT.

### **6.2 What Are The Intended Purposes Of The Wireless Data Service?**

Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). While most common uses for Internet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds,

automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, wirelines or full-time or dedicated data connections; (iii) “auto-responders,” “cancel-bots,” or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Consumer Cellular’s wireless services or other parties’ Internet-based resources, including “denial of service” attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Consumer Cellular’s wireless network or another entity’s network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle or any “keep alive” functions, unless they adhere to Consumer Cellular’s data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/smartphone to computer accessories, BLUETOOTH® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, Consumer Cellular reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to Consumer Cellular’s wireless subscribers without their consent. You may not use the Services other than as intended by Consumer Cellular and applicable law. Plans are for individual, non-commercial use only and are not for resale. Consumer Cellular may, but is not required to, monitor your compliance, or the compliance of other subscribers, with Consumer Cellular’s terms, conditions, or policies.

**Consumer Cellular’s Rights to Ensure Compliance.** You agree that Consumer Cellular has the right to take any and all actions necessary to enforce this Section 6.2 if you use Consumer Cellular’s wireless data services in any manner that is prohibited, including, but not limited to, the following actions:

- Consumer Cellular may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
- Consumer Cellular may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle. Consumer Cellular will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a bill insert, email, text message or other appropriate means;
- Consumer Cellular may interrupt, suspend, cancel or terminate your wireless data services without advance notice.

### **6.3 How Does Consumer Cellular Calculate My Data Usage/Billing?**

Data sent and received includes, but is not limited to, downloads, email, application usage, overhead and software update checks. Prices and included use apply to access and use on Consumer Cellular’s wireless network and the wireless networks of other companies with which Consumer Cellular has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

Usage on networks not owned by Consumer Cellular is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. Mobile Broadband and 4G access requires a compatible device.

Some Data Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, directory assistance, roaming, universal services fees or other surcharges.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL-TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO OUR NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU WANT TO ACCESS IT. IN ADDITION, ANY ADVERTISEMENTS OR ADVERTISER-RELATED MESSAGES OR DATA DELIVERED TO YOUR DEVICE, EVEN IF DELIVERED TO AN APPLICATION, AS WELL AS ANY MESSAGES OR CONTENT THAT INITIATE IN RESPONSE TO AN ADVERTISEMENT, WILL COUNT TOWARD YOUR DATA USAGE. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT. IT IS YOUR RESPONSIBILITY TO BE AWARE OF WHAT DATA AN APPLICATION ON YOUR DEVICE MAY USE WITHOUT YOUR KNOWLEDGE. A DATA SESSION INITIATED ON THE CONSUMER CELLULAR NETWORK WILL CONTINUE ITS CONNECTION OVER THE CONSUMER CELLULAR NETWORK UNTIL THE DATA TRANSMISSION IS CONCLUDED, EVEN WHEN YOU CONNECT TO A WI FI NETWORK DURING THE TRANSMISSION.

#### **6.4 How Is Text, Instant Messaging And Picture/Video Messaging Billed?**

If you do not enroll in a monthly recurring plan for messaging, data, or Video Share, you may have access to messaging, data, and video share services and be charged on a pay-per-use basis if you use those services.

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S.

Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. Consumer Cellular does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within three days will be deleted. Consumer Cellular reserves the right to change this delivery period as needed without notification.

You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or email.

Consumer Cellular reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received.

Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt Consumer Cellular's network; (d) harass or

threaten another person (e) interfere with another customer's use or enjoyment of Consumer Cellular's Services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. Consumer Cellular reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the accounts), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that; (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

#### **6.5 Unlimited Messaging.**

Unlimited Messaging Plans or plans with unlimited messaging include only Consumer Cellular's Short Messaging Service (SMS) and Multimedia Messaging Service (MMS) and not any other messaging services or applications. Messages are intended for direct communication between phones and must originate from your phone. Messages sent to tablets, laptops, or other connected devices are excluded from Unlimited Messaging Plans or plans including unlimited messaging. Messages sent through applications may incur data charges. We may terminate or restrict your messaging Service for tethered messaging, excessive use or misuse.

#### **6.6 Mobile Email.**

Requires email account with compatible internet service provider and a downloaded or preloaded email application for the wireless device. Access and use of Mobile Email is billed by total volume of data sent and received in accordance with your data plan. Upgrades to the application may be required in order to continue to use the Service. Wireless data usage charges will apply for downloading the application and any upgrades.

#### **6.7 Mobile Video.**

Compatible Phone and eligible data plan required. Service not available outside Consumer Cellular's Mobile Broadband and 4G coverage areas. Premium content is charged at stated monthly subscription rates or at stated pay per view rates. Content rotates and is subject to withdrawal. Mobile Video is for individual use, not for resale, commercial purposes or public broadcast. Content can only be displayed on the device screen. No content may be captured, downloaded, forwarded, duplicated, stored, or transmitted. The content owner reserves and owns all content rights. All marks, service marks, logos, and copyrights not owned by Consumer Cellular are the property of their owners. Some Mobile Video content is intended for mature audiences and may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. Content may be provided by independent providers, and Consumer Cellular is not responsible for their content. Providers may collect certain information from your use for tracking and managing content usage.

### **7. ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY TO FEATURES AND APPLICATIONS?**

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times.

### **8. WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?**

#### **8.1 Who Owns My Number?**

Except as authorized by applicable federal law, you have no ownership rights to the Number. We may change your Number assignment by giving you notice of the change. You may not assign the Number or the Unit's Electronic Serial Number ("ESN") to any other Unit. You may not program any other Number into the Unit.

## **8.2 Privacy.**

Cellular telephones use radio channels to transmit voice and data. Although laws prohibit listening in on cellular calls, your privacy cannot be guaranteed.

You consent to our use of automated telephone equipment to contact your landline or cellular telephone for any business purpose.

## **8.3 Notices.**

Written notices to you shall be effective on the date deposited in the U.S. mail addressed to your address of record. Written notice to us shall be effective when directed to our Customer Service Department and received at our address of record. Your notice to us must specify your Number. Oral notices shall be effective on the date reflected in our customer service system.

## **8.4 Can Consumer Cellular Report My Credit History?**

You authorize Consumer Cellular to: (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Consumer Cellular's offering of wireless and other services. You understand that if you fail to fulfill the terms of your credit obligations under this Agreement, Consumer Cellular may report your failure to a credit reporting agency.

## **8.5 Intellectual Property.**

You must respect the intellectual property rights of Consumer Cellular, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by Consumer Cellular or accessed through the Consumer Cellular's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. All marks contained herein are the property of their respective owners.

## **8.6 © 2016 Consumer Cellular Intellectual Property.**

All rights reserved. Consumer Cellular, Consumer Cellular logo and all other marks contained herein are trademarks of Consumer Cellular Intellectual Property and/or Consumer Cellular affiliated companies.

## **8.7 Severability.**

If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

## **8.8 Assignment; Governing Law; English Language.**

### **8.8.1 Assignment**

Consumer Cellular may assign this Agreement, but you may not assign this Agreement without our prior written consent.

### **8.8.2 Governing Law**

The law of the state of Oregon shall govern this Agreement, except to the extent that such law is preempted by or inconsistent with applicable federal law.



### **8.8.3 English Language**

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

## **9. WHAT TERMS APPLY ONLY TO SPECIFIC STATES OR CUSTOMERS?**

### **9.1 California: What If There Are Unauthorized Charges Billed To My Device?**

You are not liable for charges you did not authorize, but the fact that a call was placed from your Device is evidence that the call was authorized. You may submit documents, statements and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen.

If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

### **9.2 Connecticut: Questions About Your Service.**

If you have any questions or concerns about your Consumer Cellular Service, please call the Customer Service Department at 1 (800) 686-4460 or visit [www.ConsumerCellular.com](http://www.ConsumerCellular.com). If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority (PURA). Online: [www.ct.gov/pura](http://www.ct.gov/pura); Phone: 1 (860) 827-1553; Mail: Public Utilities Regulatory Authority, 10 Franklin Square, New Britain, CT 06051.

### **9.3 AARP Members.**

For Customers who are AARP members at the time a dispute arises, the requirement to use arbitration as set forth in Section 2 will be non-binding and the limitation on class actions does not apply.

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