This Consumer Cellular Grandpad Addendum (hereafter the “Addendum”) sets forth terms and conditions relating to the GrandPad brand computer service (hereafter, the “Grandpad Service”) sold and/or sub-licensed by Consumer Cellular, Inc. (“Consumer Cellular”). This Addendum contains all the terms, conditions and defined terms contained in the Consumer Cellular Wireless Customer Agreement (hereafter the “Agreement”). To the extent that any of the terms or conditions contained in this Addendum conflict or are in any way contrary to the terms or conditions contained in the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede any contradictory or conflicting terms contained in the Agreement.

You acknowledge that you are of legal age, have received a copy of this Grandpad Addendum, and have read, clearly understood, and agree to its terms. If you do not agree to the terms of this Addendum, please read the Agreement before you use or continue to use the GrandPad Service provided by Consumer Cellular. By using the GrandPad Service, you acknowledge that you have read, understood, and agreed to all terms of this Addendum.

1. Can You Cancel My Service?
Notwithstanding any of the terms or conditions contained in the Agreement, we may interrupt or terminate your Service for any conduct that we believe violates this Addendum.

Consumer Cellular also reserves the right to refuse your request and/or refuse to provide Service within the parameters or terms of the Agreement and this Addendum if, in our sole discretion, you do not meet any of the standards or requirements set forth in the Agreement and this Addendum.

2. What If Ibreach My Contract, And Applications Are Provided By or Used By Third-Parties?
Notwithstanding any of the terms or conditions contained in the Agreement, certain information is collected and shared with third parties. Some of this information may be sold to third parties and/or used by third parties. By using the GrandPad Service, you acknowledge that you have read, understood, and agreed to all terms of this Addendum, including the terms and conditions set forth in this Addendum.

NEITHER CONSUMER CELLULAR NOR GRANDPAD ACTIVELY REVIEWS OR MONITORS CONTENT PROVIDED BY USERS OR IN THE VIEWING OF ANY CONTENT CREATED ON THE GRANDPAD SERVICE BY CONSUMER CELLULAR’S USE. If your use of the GrandPad Service may be through a third-party provider. User is subject to Grandpad’s terms of use and privacy policy found online when setting up the GrandPad device (https://www.GrandPad.net/privacy-policy). In the event that you refuse to provide information or data required by Consumer Cellular, we may interrupt or terminate your Service for any conduct that we believe violates this Addendum.

3. What Are The Limitations On Services Available To Me?
Unless prohibited by law, the following limitations of liability apply.

Disclaimer: Notwithstanding any of the terms or conditions contained in the Agreement, the Grandpad Service is provided to you “as is” on an “as available” basis. Consumer Cellular disclaims all warranties, express or implied, with respect to the use of the GrandPad Service provided by Consumer Cellular.

4. Usage Terms For Music
4.1 GrandPad music services are provided to you from a third-party named 7digital Limited (hereafter “7digital”) through the GrandPad Service. Consumer Cellular also includes other free or open source software, which includes the GrandPad Android operating system software. Most Android® software and other free or open source software components (hereinafter “Open Source Software”) all contain specific notices and license information identifying the copyright holder, patent holder, or other intellectual property right holder. Each Open Source Software license is distributed in accordance with its terms. The Android® software and other free or open source software is provided to you at no additional charge, and comes pre-installed as part of the GrandPad Service. GrandPad Inc. grants you a sublicense to use the Open Source Software subject to the terms and conditions of the accompanying marks, including without limitation, copyright, intellectual property, and other rights which vary from state to state. To the maximum extent permitted by law. Consumer Cellular may use any technology, ideas, concepts, know-how, methods, and techniques contained in the GrandPad Service, provided you are not restricted by any contract or agreement you have with us.

5. 6.2 Digital Rights Management.
Most content sold via the 7digital music services is DRM-free. However, you understand that some of the Preview Clips and content include a security feature that protects digital information and limits your usage of the Preview Clips and content to certain usage rules as outlined below. The GrandPad Service (hereinafter “Usage Rules”) you agree to comply with the Usage Rules and you agree that any other use of Preview Clips or content not in accordance with the Usage Rules may constitute copyright infringement.

You agree that your purchase of 7digital music services content or access to Preview Clips is subject to the usage rules set forth in the 7digital music services. You acknowledge that you have purchased and downloaded content through the Grandpad Service, you have the right to use such content or Preview Clips solely in accordance with the Usage Rules. Usage Rules shall govern your rights with respect to the 7digital music services at any time. However, such usage rules may be changed from time to time and, if you access through the 7digital music services you may be exposed to content and/or Preview Clips that are not compliant with the Usage Rules. The GrandPad Service grants you a non-transferable, nonexclusive, personal, non-commercial, use, and not for redistribution, transfer, assignment or sublicense, of use. You are authorized to use the 7digital music services content or access to Preview Clips for your personal, non-commercial, use, and not for redistribution, transfer, assignment or sublicense, of use. You may not rent, sell, lease, copy, redistribute, or sublicense any of the 7digital music services content or Preview Clips.
You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the 7digital music services in order to administer the Usage Rules. You agree that you will not attempt to, or encourage or assist any other person to, capture, copy, or distribute any 7digital music content or 7digital music services to the 7digital music service licensors. You agree that you will not use the 7digital music content in whole or in part for any illegal purpose.

You may at any time limit the number of devices that you may access to the 7digital music services from simultaneously.

You agree that you will not attempt to, or encourage or assist any other person to, copy, duplicate, modify, reverse engineer, decode or otherwise attempt to access the 7digital music services or content unless explicitly permitted under applicable law. You may not, by way of example and without limitation, bypass, tamper, defeat, circumvent or manipulate, any of the security components, special rules or other protections that protect 7digital music services, Preview Clips and content.

You agree that you will not use or attempt to use any robot, spider, scraper, or other automated means to access or read any of the information on or provided through the 7digital music service, including, but not limited to any metadata associated with the Preview Clips or 7digital content.

You may have access, to a personal storage area ("hereafter for PSA") for content purchased via the 7digital music services. Content purchased in the PSA is your sole responsibility and is held on your own risk. Content stored in the PSA geographically dispersed locations, not controlled by Consumer Cellular or 7digital.

You may be allowed to stream or re-download purchased content via the 7digital music services. Content from the 7digital music services will be available via the PSA. Due to licensor restrictions defined below, access to certain content in the PSA may cease.

You acknowledge and agree that you should not rely on Consumer Cellular or 7digital to back up any and all files that you store in the PSA. Consumer Cellular or 7digital is not responsible for the loss of any content stored in the PSA.

You may be required by licensors to share appropriate, anonymized aggregated and/or other usage information with 7digital's content licensors and you consent to 7digital sharing such usage information.

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