

# Consumer Cellular<sup>®</sup>

Consumer Cellular, Incorporated  
9363 E Bahia Drive, Scottsdale, AZ 85260  
(800) 686-4460  
www.consumercellular.com

## WIRELESS CUSTOMER AGREEMENT

*This Wireless Customer Agreement (this "Agreement") is between the person or entity (hereinafter referred to as "Customer," "you," "your," "I" or "my") 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)") or devices not otherwise described herein that are posted at [www.ConsumerCellular.com](http://www.ConsumerCellular.com), or otherwise provided to you, 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") or when you use or pay for any Service. The term "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, CLEARLY UNDERSTAND, AND AGREE TO 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? What Is Your Risk Free Trial?**

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.

With our 100% risk-free guarantee, as a new customer you may cancel your Service and return any Device purchased directly from us within 30 days (data usage is limited to 500MB) of activation of your Service, and we will waive the monthly service fee. You remain responsible for any international long distance, roaming, text and data charges, as well as directory assistance charges, other third party charges and applicable taxes,

surcharges, etc. If you cancel beyond 30 days or if you have used more than 500MB of data Services at the time of cancellation, you may still cancel your Service at any time, and we will prorate your monthly service fees in your final invoice. Devices purchased by existing customers are subject to a 14 day return period.

Devices must be returned in a like-new condition in their original packaging. Devices that are damaged (including water damage),unsanitary, dented, cracked, scratched (including micro-scratches) or missing all original kit components may be denied a return. Devices purchased from participating third parties are subject to that third party's return policy. Certain member affiliations, like AARP, receive extended risk-free guarantee periods. Please visit our website at [www.consumercellular.com](http://www.consumercellular.com) for additional details.

## **1.2 What Happens If I Want To Cancel My Service? Can 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 the date of 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 Agreement is canceled, you are liable for all charges to your Number through the date of termination.

We may modify, suspend or discontinue any function or feature of any Service or terminate your Service entirely at any time without notice for any reason that may include, but is not limited to:

- 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, threatening or similarly unreasonable manner with any of our employees or representatives whether in person, over the phone or in writing;
- if 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 Device(s) or our Services are 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 any intellectual property rights;
  - (iv) results in the publication of threatening, obscene or offensive material or

sexually explicit content or images;

(v) generates spam or other abusive messaging or calling, a security risk, or a violation of privacy;

(vi) harasses or threatens another person;

(vii) interferes with another customer's use or enjoyment of Consumer Cellular's Services;

(viii) generates significant or serious customer complaints;

(ix) masks the sender/originator of a message;

(x) promotes or facilitates violence, discrimination, or illegal activities;

(xi) results in false, misleading content or information being disseminated or content or material that is likely to mislead or deceive; or

(xii) violates any law or regulation.

- if you provided inaccurate credit information;
- if we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit; or
- compliance with applicable laws or an order by a state or federal agency, court or arbitrator.

If you fail to perform your obligations, you will reimburse us for all expenses, including attorneys' 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 provided by law. Failure 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 (material changes do not include changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill, through separate notice or via posting of the material changes on our website. 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 calculations 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 go over your plan's limit of minutes, text messages or data during the month, you will be automatically upgraded to a plan that covers the amount you've used. We will notify you when an upgrade has occurred through our usage alert system. You will remain on the upgraded plan unless you choose to change to a different plan after the current billing cycle is complete. For customers enrolled in our largest data plan, access to high speed data will be reduced if the plan's data limit is exceeded, and you will experience slower speeds for the remainder of the billing cycle. If you elect to receive a paper invoice, an additional charge of \$5 per invoice will be assessed. This cost may also be changed by us at any time.

If you would like to make changes to your Service, please contact a Consumer Cellular representative. Some changes may be subject to limitations, additional charges and/or require change to another plan.

#### **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 fees 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 charges will be applied 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 WITHIN 60 DAYS OF THE DATE OF YOUR 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; operational or regulatory cost recovery fees 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 Number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Consumer Cellular.

If your Device 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" or other similar notations) will not waive our rights under this Agreement.

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 the address 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 our 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 Device you order is shipped to you, your Services may be activated before you take delivery of the Device so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Device is still in transit. If, upon receiving your first bill, you have been charged for Services while your Device 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, even if your Service is suspended for nonpayment.

**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 Device’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 generally is 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, EMAIL NOTIFICATIONS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KBs.**

**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. 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. 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.**

Prices and included usage apply to access and use on our wireless network and the wireless networks of other companies with which we have 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 us is limited as provided in your service plan. Mobile broadband, 4G and 5G 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 or administrative fees.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling our Customer Service or using one of our

automated systems. If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, data (MBs or GBs) 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.

If you do not enroll in a monthly recurring plan for messaging or data Services, you may have access to messaging, data, and video share Services and may be charged on a pay-per-use basis if you use those Services. Messages are limited to 160 characters per message. Consumer Cellular reserves the right to change the message size limit at any time without notification. Premium text and picture/video messages are charged at their stated rates. Standard messaging 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 may 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. 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, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited. 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.

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

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.

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

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 our determination of your creditworthiness, we may establish a credit limit and restrict the Services or features provided to you. If your account balance goes beyond the credit limit

we set for you, we may immediately interrupt or suspend Services until your balance is brought below your credit limit. Any charges you incur in excess of your credit 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 credit 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 we may charge, as a part of the rates and charges, and you agree to pay, a late payment fee of \$5, for amounts not paid by the billing due date. Late payment fees are liquidated damages, intended to be a reasonable advanced estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time these fees are set. If we accept late or partial payments, you must still pay us the full amount you owe, including late payment fees. In the event you fail to pay billed charges when due and it becomes necessary for us to refer your account(s) to a third party for collection, we will charge you for those collection costs.

### **1.9 What Happens If My Check Bounces?**

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

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

You authorize us to provide information about your account, 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.

### **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.

### **1.12 Can I Enroll in Automatic Payment?**

You may enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, and by doing so you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method and authorize us to store this information and to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel the Services. You agree to provide updated credit or debit card or bank account information when needed by calling the customer care number on your bill or online at [www.consumercellular.com](http://www.consumercellular.com). You acknowledge that, if your card issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that



we're not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee. You may cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by calling the customer care number on your bill or online at [www.consumercellular.com](http://www.consumercellular.com). If you do so, you may lose certain promotions or discounts. You also should contact your card issuer or financial institution to advise that you have cancelled your enrollment.

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

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

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.**

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 we are unable to resolve a complaint to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration. **A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST COMPLY WITH THE WRITTEN NOTICE AND INFORMAL RESOLUTION PROCESS DESCRIBED IN SECTION 2.2.**

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for a more streamlined process with 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 action lawsuits are not permitted.

### **2.2 Arbitration Agreement.**

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

- claims arising out of or relating to any aspect of the relationship between us at any time, whether based in contract, tort, statute, fraud, misrepresentation or any other right of action or legal theory;
- claims that arose or that are based in whole or in part on conduct occurring before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are or have at any time been the subject of purported class action litigation; 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. If legally permitted, such agencies can seek relief against us on your behalf. **WHILE SUCH POTENTIAL AGENCY-RELATED RIGHTS ARE RESERVED, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CONSUMER CELLULAR ARE EACH WAIVING ALL RIGHTS TO A TRIAL BY JURY, AND WAIVING ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR PROCEEDING OF ANY KIND, OR TO JOINDER OR CONSOLIDATION WITH CLAIMS BY ANY OTHER PERSON OR ENTITY, IN ANY FORUM.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (FAA) governs the interpretation and enforcement of Sections 2.1, 2.2 and 9.5 of this Agreement. The arbitration provisions 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 you and Consumer Cellular 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. The amount of any settlement offer made by Consumer Cellular or you during the informal resolution period is solely for the purposes of settlement negotiations and is to be treated confidentially and shall not be disclosed or used as an admission of liability or fault.

After Consumer Cellular receives Notice at the Notice Address that you have commenced arbitration following the 30-day period, during which 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 unless the arbitrator orders otherwise. Only if required by and in accordance with the specifications of the AAA rules, either party may choose to take the claim to small claims court if the party’s claim is within the jurisdiction of a small claims court, and arbitration will not be invoked so long as the claim is pending only in that small claims court. Neither party shall have the right to seek any kind of relief whatsoever from any court higher than or different from a small claims court. The AAA Rules are available

online at [www.adr.org](http://www.adr.org), and 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 issues relating to the scope and enforceability of the arbitration provision, which are for a court to decide pursuant to the FAA and its policies. If your claim exceeds \$10,000, the hearing will be in person at a location in accordance with AAA rules. 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 that 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 only award declaratory or injunctive relief 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 ONLY BRING CLAIMS AGAINST THE OTHER 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 in a signed writing, 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, you and Consumer Cellular agree that if Consumer Cellular makes any future change to this arbitration provision, or to Section 9.5 which may be applicable to AARP members (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. The 30 days starts to run on the date you receive the notice of change as described in Section 1.3 above. The date of receipt is presumed to be the date notice is sent by email or three days after the date of mailing to your last provided address by first class U.S. Postal Service mail. By rejecting any future change, you are agreeing that you will resolve any dispute between us by arbitration in accordance with the language of this provision, or by alternative means that may be applicable to AARP members in Section 9.5.

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

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

You are responsible for all Devices containing a SIM (including any eSIM, used interchangeably as a "SIM") assigned to your Device. You agree to safeguard your SIM Card and not allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate,

remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM Card. The Company may, from time to time, remotely update or change the encoded information on your SIM card.

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 us, it may have been programmed with a SIM lock that 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. We 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 to 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. We may allow you to pay a fee in lieu of the above criteria. The fee will be set by us in our sole discretion. For further details on eligibility requirements and for assistance on obtaining the unlock code for your Device, please call 1 (800) 686-4460.

Devices purchased for use with our Services are designed for exclusive use with our Service and equipment. You agree that you will not make any modifications to the Device or programming to enable the Device to operate on any other system. At our sole and absolute discretion, we may modify the programming to enable the operation of the Device on other systems.

Some devices purchased from us may not include a charging cord or wall adapter, and you are responsible for purchasing these additional items separately.

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.

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

Consumer Cellular does not guarantee availability, coverage or quality of the Services. Outages and interruptions in Services may occur, and the speed of the Services may vary. Services may be subject to certain Device and compatibility/limitations, including memory, storage, network availability, traffic volume, coverage, accessibility and data conversion limitations. There may be times when the number of customers using the network technologies exceeds the available network resources and you will experience reduced data speeds. 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.

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.

**Wi-Fi Calling.** Calls to 911 using Wi-Fi Calling Services operate differently than calls to 911 made over the regular cellular network or a wireline phone. For example, you may not be able to call 911 over Wi-Fi during certain situations, such as power outages, internet outages or if your broadband, internet or service is suspended, or as a result of delays that may occur in making your primary service address available in or through industry databases. The Service may not function if you relocate equipment, use a non-native telephone number, or for any other reason beyond our control. In order to enable Wi-Fi Calling Services on your Device, you first must provide us with the primary service address where you will use the Wi-Fi Calling Services because that will be the location to which emergency personnel are sent if you dial 911 using the Wi-Fi Calling Service. You also agree to update your primary service address before you use the Wi-Fi Calling Service, either temporarily or permanently, from any other physical location. You may update your primary service address in the Wi-Fi Calling settings on your Device or by calling Consumer Cellular customer service at 1 (800) 686-4460.

### **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 Services 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 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 Consumer

Cellular's Services.

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 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 and 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 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's service provider collects information about the approximate location of your Device in relation to its cell towers and the Global Positioning System ("GPS"). That information, as well as other usage and performance information also obtained from the network and your Device, is used to provide you with the Services, and to maintain and improve the network and the quality of your wireless experience. Your location

information may also be used 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, for example, scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that location information from Devices may be collected and used as provided herein.

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.

The 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 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 within a reasonable time.

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

If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen (California Customers, see Section 9 "What Terms Apply Only To Specific States?"). 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 Services may require third-party products and/or services that are subject to 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 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 non-proprietary services or their effects on Devices.

We may, but do not have the obligation to, refuse to transmit any information through our 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.

**DISCLAIMER: CONSUMER CELLULAR'S SERVICE, COVERAGE, SERVICES, DEVICES AND SOFTWARE ARE PROVIDED TO YOU "AS-IS" ON AN "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOU WILL RECEIVE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, USEFUL, OR ERROR-FREE SERVICE OR COVERAGE OR SERVICE THAT IS OF A PARTICULAR QUALITY OR SPEED. YOU UNDERSTAND AND ACCEPT THAT WE HAVE NO CONTROL OVER THE ACTS AND CONDUCT OF THIRD PARTIES AND THAT YOU ARE IN THE BEST POSITION TO SAFEGUARD YOUR PERSONAL INFORMATION AND PROTECT YOUR CONSUMER CELLULAR ACCOUNT FROM UNAUTHORIZED ACCESS. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR LOSSES INCURRED AS A RESULT OF YOUR OR A THIRD PARTY'S USE OF YOUR CONSUMER CELLULAR WIRELESS NUMBER OR OTHER SERVICES AS A SOURCE OF AUTHENTICATION OR VERIFICATION IN CONNECTION WITH ANY SOCIAL MEDIA, EMAIL, FINANCIAL, CRYPTOCURRENCY OR OTHER ACCOUNT. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL, THAT YOUR CALL WILL GO THROUGH OR THAT YOU WILL BE FOUND OR ASSISTED. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. 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. CONSUMER CELLULAR EXPLICITLY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESCRIPTION, PRODUCTIVENESS, QUIET ENJOYMENT OR NON-INFRINGEMENT, AGAINST HIDDEN OR LATENT DEFECTS, SUITABILITY, ACCURACY, SECURITY OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE, GOODS OR DEVICES, AND ANY OTHER WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

**LIMITATION OF LIABILITY: 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;**
- **ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIER OR OTHER CAUSES BEYOND OUR CONTROL;**
- **YOUR UNAUTHORIZED, ABUSIVE OR ILLEGAL USE OF THE SERVICES, SOFTWARE OR DEVICES PROVIDED BY OR THROUGH US;**
- **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.**

**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. DISALLOWED DAMAGES INCLUDE, BUT NOT ARE LIMITED TO, DAMAGES FOR PERSONAL INJURY; PROPERTY DAMAGE; OR LOSS OF REVENUE, PROFITS, BUSINESS, GOODWILL, USE, DATA, OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF WE ARE AWARE OF THE POSSIBILITY OF THOSE DAMAGES) RESULTING FROM, FOR EXAMPLE: (A) USE OF THE SERVICES; (B) THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES; (C) THE ACTIONS OR INACTION OF CONSUMER CELLULAR OR ITS AGENTS WITH RESPECT TO THE PROVISION OR DELIVERY OF ANY OF THE SERVICES OR THAT RELATE TO YOUR ACCOUNT; OR (D) ANY ACTION OF A THIRD PARTY, SUCH AS UNAUTHORIZED ACCESS TO YOUR ACCOUNTS OR SERVICES.**

Consumer Cellular reserves the right to investigate violations of this Agreement, and to involve or cooperate with law enforcement in prosecuting customers who violate the Agreement or any applicable law or regulation. Unless prohibited by law, Consumer Cellular's total liability to you, under any legal theory, is a credit or refund that shall not exceed the total amount of charges you paid us for the applicable Service during the preceding 6-month period. Unless prohibited by law, you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim.

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.

**INDEMNITY:** To the full extent allowed by law, you hereby release and agree to indemnify and hold Consumer Cellular and its officers, directors, employees, agents, subsidiaries, affiliates, partners, suppliers of services and licensors harmless from any and all claims or demands of any person or entity for any loss, expenses or damages of any nature, including reasonable attorneys' fees, arising in any way from or relating to, directly or indirectly, the Services 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 the use or inability to use the access the Number (whether caused in whole or in part by the negligence of us or other suppliers of services) or any violation by you of this Agreement. This obligation shall survive termination of your Service.

**SOME STATES 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 THAT VARY FROM STATE TO STATE.**

**RISK OF LOSS: YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES, SOFTWARE AND DEVICES PROVIDED BY US IS SOLELY AT YOUR OWN RISK, AND YOU ACCEPT RESPONSIBILITY FOR ANY AND ALL LOSSES, DAMAGES AND EXPENSES ARISING OUT OF SUCH USE.**

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

CONSUMER CELLULAR DOES NOT GUARANTEE SECURITY OF ITS SERVICES, DATA, SOFTWARE, GOODS OR DEVICES. 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 Device, which 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 Device. Your use of the Software shall comply with its intended purposes as determined by us and 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 in such case, you may elect to 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 the 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 due to reporting between carriers. Substantial charges may be incurred if your Device is taken out of the U.S. even if no Services are intentionally used.

#### **4.5.1 International Services.**

Certain eligibility restrictions apply that 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, surcharges, and other fees, etc. are additional.

#### **4.5.3 International Long Distance.**

International rates apply for certain 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 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 your airtime package minutes apply. You may view international long distance calling rates at [www.ConsumerCellular.com/Support/InternationalRates](http://www.ConsumerCellular.com/Support/InternationalRates).

#### **4.5.4 International Picture & Video Messaging.**

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

#### **4.5.5 Cruise Ship Roaming.**

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

#### **4.5.6 International Data.**

International data rates apply to all data usage outside the U.S., Puerto Rico and U.S. Virgin Islands (hereinafter "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 Consumer Cellular Customer Service or using one of our automated systems. Included long distance calls can be made from the 50 United States, Puerto Rico and U.S.V.I. to the 50 United States, Puerto Rico, U.S.V.I., 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.V.I. You may use your Device outside of the U.S., Puerto Rico and U.S.V.I.; however, additional charges apply to Services used outside the land borders of the U.S., Puerto Rico and U.S.V.I.

### **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 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 Consumer Cellular 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 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. All data allowances 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 that 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, re-directing 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 without notice 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 we have the right to take any and all actions necessary to enforce this Section 6.2 if you use our data Services in any manner that is prohibited, including, but not limited to, the following actions:

- We may engage in any reasonable network management practice to enhance Services, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
- We 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, even if your plan is designated as an unlimited usage plan. We will provide you with advanced 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; and
- We may interrupt, suspend, cancel or terminate your Services without advance notice.

### **6.3 Unlimited Messaging.**

Plans with unlimited messaging ("Unlimited Messaging Plans") 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, suspend or restrict your messaging Service for tethered messaging, excessive use or misuse.

### **6.4 Mobile Email.**

An email account with a compatible internet service provider and a downloaded or preloaded email application for the Device is required. 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.

## **6.5 Mobile Video.**

Mobile video requires a compatible Device and eligible data plan. Service is not available outside Consumer Cellular's mobile broadband, 4G and 5G coverage areas. 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 is suggested. You can 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 your Number. We may change your Number assignment by giving you notice of the change. You may not assign the Number or a Device's Electronic Serial Number ("ESN") to any other Device. You may not program any other Number into your Device. In the event you transfer an existing phone number for your Consumer Cellular Service (i.e., porting a number to us), you hereby authorize us to process your order for Services and to notify your existing provider of your decision to switch your services to Consumer Cellular, and you represent that you are authorized to take this action. Not all telephone numbers are eligible for porting.

### **8.2 Consent To Be Contacted And Privacy.**

#### **Contact:**

You understand and agree that Consumer Cellular and/or its outside collection agencies, outside counsel, or other agents, may contact you for any purpose regarding your Service, your account, including billing and collection, and any additional products and services we may offer, in any manner, including by phone, mail, email, text message, and push notifications. You understand and agree that calls or text messages may be made using an automatic telephone dialing system or artificial or prerecorded voices, and you understand and agree that you cannot revoke your consent to be contacted in this



manner. You agree that such contact may be 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 us. You agree and acknowledge that any email address or any other electronic address that you provide to us is your private address and is not accessible to unauthorized third parties. You agree to notify us promptly if you can no longer be reached at a contact number, email or address you provided us. You represent that you have received the consent of any authorized users and other users on your account to be contacted by us as described in this Section. Your consent shall survive cancellation of your Services and your account.

**Privacy:**

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, please visit <https://www.consumercellular.com/legal/privacyandsecurity>. Cellular Devices use radio channels to transmit voice and data. Although laws prohibit listening in on cellular calls, your privacy cannot be guaranteed.

**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, unless otherwise specified. 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 Services. You understand that if you fail to fulfill the terms of your credit obligations under this Agreement, we 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 or displayed by Consumer Cellular or accessed through the Consumer Cellular website. Except for material in the public domain, all material displayed in association with the Services 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 © 2022 Consumer Cellular Intellectual Property.**

All rights reserved. Consumer Cellular, Consumer Cellular logo and all other marks contained herein are trademarks of Consumer Cellular 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.**

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

## **8.9 Governing Law.**

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

## **8.10 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.

## **8.11 Children Under The Age Of Thirteen (13)**

Consumer Cellular's websites and Services are directed toward a general audience and are not directed toward children under the age of thirteen (13). For this reason, children under the age of 13 should not be permitted to access our Services unless allowed by an account holder who is their legal guardian. You understand that by permitting a child to access our Services, you are giving your child access to that Service's features, the internet, and a broad range of third-party content. It is your responsibility to determine whether the features are appropriate for a minor. Consumer Cellular's data collection and use practices comply with the United States Children's Online Privacy Protection Act ("COPPA"). Consumer Cellular will not knowingly collect, disclose or maintain personal information directly from a child under the age of thirteen (13) without prior parental consent, unless permitted by law. If Consumer Cellular becomes aware that we have collected information directly from a child under thirteen without parental consent, we will delete the personal information provided by the child in accordance with applicable law.

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

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

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 unauthorized. Unauthorized charges may include calls made to or from your Device after it was lost or stolen.

If you notify us of any charges you claim are unauthorized, we will investigate and 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 disputed charges or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

**California Public Utilities Commission (CPUC), Consumer Affairs Branch** 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 [www.cpuc.ca.gov/complaints/](http://www.cpuc.ca.gov/complaints/)  
800-649-7570

800-735-2929 TTY/VCO/HCO to Voice  
800-735-2922 Voice to TTY/VCO/HCO  
800-854-7784 From or to Speech-to-Speech

## **9.2 California: Privacy Rights.**

Pursuant to California's "Shine the Light" law (Section 1798.83 of the California Civil Code), California residents are entitled once per calendar year, free of charge, to request and obtain certain information regarding our disclosure, if any, of personally identifiable information to third parties for their direct marketing purposes in the preceding calendar year (e.g., requests made in 2022 will receive information about 2021 sharing activities). You may also tell us not to share your personally identifiable information with third parties for their direct marketing purposes. To make such a request, send an email to [PrivacyRights@ConsumerCellular.com](mailto:PrivacyRights@ConsumerCellular.com). We may need additional information to process your request.

## **9.3 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.

## **9.4 California and Delaware: Do Not Track Notice.**

California and Delaware law require Consumer Cellular to indicate whether it honors "Do Not Track" settings in a user's browser concerning targeted advertising. If you utilize "Do Not Track" settings Consumer Cellular will not track you over time and across third-party websites to provide targeted messaging.

## **9.5 AARP Members.**

### **AARP MEMBERS, PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

For customers who are AARP members at the times of each instance of Consumer Cellular conduct complained of, you may choose to either resolve disputes by binding arbitration as set forth in Sections 2.1 and 2.2 above, or to alternatively exercise the following limited rights to proceed with non-binding arbitration as governed by the American Arbitration Association ("AAA") under the AAA Non-Binding Consumer Arbitration Rules ("Rules") and administered by AAA (AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1 (800) 778-7879); and thereafter have the potential option of filing an individual claim in court with the possibility of a jury trial if the law allows, or a restricted right to bring a claim in court as a plaintiff or member of a class in a class action lawsuit, if, but only if:

- You first comply with the notice and informal resolution process described in Section 2.1 and in your required written notice to Consumer Cellular you include notice of your intention to file for non-binding arbitration if the dispute is not

informally resolved;

- You file for and complete individual non-binding arbitration in accordance with the rights, obligations and limitations in Section 2.1 and 2.2 if the dispute has not been resolved informally;
- You pay and are solely responsible for your arbitration filing fee regardless of the outcome of the arbitration;
- You voluntarily waive in a signed writing submitted to Consumer Cellular any right to attempt to enforce any arbitration award or decision rendered by the arbitrator;
- The arbitrator's findings are not allowed in evidence, or heard or seen by the trier of fact in court, but the arbitrator's written findings may be presented confidentially under seal to the court for the sole purpose of obtaining a legal determination by the court as to whether you have standing under the terms of the Agreement to bring or participate in a potential class action as described in the last bullet below in this Section 9.5;
- You do not contest the validity of any terms of this Agreement;
- You do not make any claim for the arbitration filing fees you have incurred;
- Your court claim is brought exclusively in the state or federal courts of Delaware and is governed exclusively by the substantive law of the State of Delaware, except that the enforceability of the arbitration, waiver and claim limitation provisions in this Agreement shall be favorably enforced and construed under the Federal Arbitration Act and its policies; and
- Your right to assert a class action claim or join as a class member in a class action lawsuit is strictly limited. You must first obtain a ruling by the applicable state or federal court in Delaware that the arbitrator in your individual non-binding arbitration made a specific written non-binding finding that Consumer Cellular has engaged in conduct that constitutes fraud under Delaware common law. If you obtain that ruling, then you have a limited right to assert or join a class action claim in that court, but only if and to the extent that the claim is based solely on and is strictly limited to recovery under Delaware common law fraud.