

# FreedomFone Overview & Terms and Conditions

(Revised and Effective 19 August 2023)

Welcome to Cellular One. Cellular One is a division of Smith Bagley, Inc. As used herein, Cellular One means Smith Bagley, Inc. Smith Bagley, Inc. pays a license fee to use the name Cellular One. In order to help you understand your new wireless service, here are answers to some questions commonly asked by new Customers. In addition to reviewing your Cellular Service Agreement, it is also very important you read this document. It contains important information about your legal rights, and require that certain disputes be resolved through arbitration instead of a court trial. Your agreement with Cellular One includes these terms and conditions, your Service Agreement, applicable supplemental terms and conditions, which are available at [www.mycellularone.com](http://www.mycellularone.com). Cellular One reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion.

However, if the terms are modified in such a way that is materially adverse to you Cellular One will provide a minimum of 30 days' written notice. Your use of services after any changes or modifications to the Terms and Conditions have been posted to our website indicates your consent of the then current Terms and Conditions. The current Terms and Conditions are indicated by the Revised and Effective Date at the top of the first page and at the bottom of each page in the footer. **Cellular One, therefore, encourages all subscribers to review the Terms and Conditions on our Website periodically.** Once you have reviewed these materials, we will be happy to explain any portion of your agreement or answer your questions. By purchasing or activating a wireless communication device or using any Cellular One service ("Service"), Customer ("You") acknowledge and agree to the following terms and conditions:

## IMPORTANT NOTICE:

Cellular One provides Emergency E911 through the Wireless Dispatchable Location Services (WDLS). WDLS provides better location accuracy for people calling in an emergency 911 situation.

**~ WDLS WILL ONLY WORK IN LOCATIONS THAT SUPPORT E911 PHASE 2. PORTIONS OF CELLULAR ONE'S COVERAGE AREA DO NOT SUPPORT E911 PHASE 2 AT THIS TIME, INCLUDING THE NAVAJO NATION AND THE HOPI TRIBE RESERVATION.**

**Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice-over-LTE ("VoLTE"). If you cannot make a voice call to 911, Cellular One recommends that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service.**

## 1. YOUR FREEDOMFONE SERVICE

FreedomFone is part of the federal government Lifeline benefit program and only qualified persons may participate. Applicants must present documentation of income or program participation. Lifeline service may not be transferred to any other individual, including another eligible low-income consumer. Lifeline is only available for one phone line or one broadband Internet connection or one bundled service per household. Additional phone lines, broadband Internet connections or bundled service in the same household will not receive the discounted FreedomFone rates.

## 2. YOUR ELIGIBILITY FOR FREEDOMFONE PROGRAM B

You may be eligible for FreedomFone Service if you are 18 years of age or older, reside on designated Near Reservation lands in Arizona or New Mexico and demonstrate that you, another person in your household, or your household overall, participate in one or more of the following programs: (i) Medicaid (New Mexico only); (ii) Food Stamps; (iii) Supplemental Security Income ("SSI"); (iv) Federal Public Housing Assistance; (v) Veterans Pension or Survivors Pension Benefits, or (vi) Arizona Health Care Cost Containment System ("AHCCCS" Arizona only). You may also qualify for Lifeline if your total household income is at or below 135% of the Federal Poverty Guidelines for a household of that size. The Federal Poverty Guidelines are updated annually, and the resulting Lifeline household income thresholds can be found at <https://www.usac.oprg/lifeline/consumer-eligibility/#Income>. Cellular One also provides an updated table at its retail locations

**AS PART OF THE FEDERAL LIFELINE PROGRAM, YOU MAY BE REQUIRED TO DEMONSTRATE YOUR CONTINUED ELIGIBILITY AT ANY TIME. FAILURE TO DEMONSTRATE CONTINUED ELIGIBILITY WILL RESULT IN DE-ENROLLMENT AND THE TERMINATION OF YOUR LIFELINE BENEFITS PURSUANT TO 47 C.F.R. § 54.405(E)(4). IF YOU ARE UNSURE IF YOU CONTINUE TO BE ELIGIBLE FOR A CURRENT YEAR, CALL**

**CUSTOMER CARE AT 1-800-730-2351, OR SPEAK TO A SALES REPRESENTATIVE AT A RETAIL STORE.**

### 3. YOUR AGREEMENT; WHAT YOUR CONTRACT CONSISTS OF; WHEN THE CONTRACT STARTS

Your Contract for service with Cellular One consists of the “Service Agreement” form that you signed or accepted, and these additional Terms and Conditions (“T’s&C’s”). Your agreement for FreedomFone Service with Cellular One begins when you sign the Service Agreement, when you call to activate your FreedomFone Service, or when you open the inside package of any equipment you receive by mail, whichever applies.

### 4. AGREEMENT TERM AND EARLY TERMINATION

Your contract term will be for a finite number of days (Service Term), which is described in your Service Agreement. Service Term charges are paid in advance and may be charged to a credit card acceptable to Cellular One. At the end of your Service Term, you may renew or convert your agreement to a different Cellular One price plan. You may terminate this Service Agreement during the Service Term of your Agreement by giving written notice. If you terminate prior to the end of a Service Term you will not be charged an early termination fee and you will not receive a refund of the remaining months on your Service Term.

Cellular One provides all new customers a 14-day product and service guarantee starting on the day of activation (the “Return Period”). For details on the 14-Day Cancellation and Return Policy go to [www.mycellularone.com/cancel-return-policy/lifeline](http://www.mycellularone.com/cancel-return-policy/lifeline).

### 5. EQUIPMENT

Cellular One may provide subscribers with a handheld phone device at a promotional rate or at no additional charge for the initial term of service. Cellular One may provide a smart phone at the time of activation and then again at renewal for no additional charge.

### 6. MONTHLY BILL

If you purchase the FreedomFone subsidized service up front, you will not receive a bill.

### 7. MONTHLY VOICE MINUTES ALLOWANCE; CELLULAR ONE ROAMING PARTNERS

FreedomFone Program B Plan: Includes unlimited Nationwide talk and text per 30-day billing cycle. Calls can be made or received whether you are within the Cellular One Network or if you are roaming on one of Cellular One’s Roaming Partner’s network.

### 8. MONTHLY DATA ALLOWANCE

Your FreedomFone Plan provides 5GB of data at 3G speeds per 30-day billing cycle on the Cellular One Network or a Cellular One Roaming Partner’s network (see Paragraph 10 below). Data that is unused will be forfeited and your unused allotment will not roll over to the next billing cycle. You may purchase data bundles to increase your monthly allotment of 5GB, or if you exceed the monthly data allotment of 5GB during your billing cycle. Data bundles are good for 30 days from the date of purchase and any unused data after 30 days is not carried over. Cellular One has a 2G, 3G, and 4G/LTE network. 3G and 4G/LTE are not available in all areas of its coverage area (see Paragraph 10 below for more information). To receive 4G/LTE speeds you must purchase a 4G/LTE capable bundle package from Cellular One. To utilize 3G and/or 4G/LTE your phone must be 3G and/or 4G/LTE capable and have a SIM card that is 3G and/or 4G/LTE capable. Where 4G/LTE is unavailable or if your phone is not capable of using 4G/ LTE you will receive 2G or 3G data speeds.

**BECAUSE OF FACTORS OUT OF ITS CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, CELLULAR ONE DOES NOT GUARANTEE DATA SPEEDS.**

### 9. MONTHLY SMS ALLOWANCE

FreedomFone Program B Plan provides for unlimited SMS (texting) per billing cycle to any network. Each SMS is limited to 160 characters.

### 10. CELLULAR ONE’S COVERAGE AREA

Cellular One’s Coverage Area can be found at [www.mycellularone.com](http://www.mycellularone.com). These maps are for general informational purposes only. The coverage maps depict the general coverage area of Cellular One and are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of a Cellular One roaming partner(s). **Cellular One**

**reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners' network.**

Cellular One's decision to prioritize your cellular service to a chosen roaming partners' network, or slow the bitrate throughput rate on a roaming partners' network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Cellular One's sole discretion. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower data speeds or no data connectivity and call interference. This could occur due to many factors including your device, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions. **YOU WILL NOT BE ABLE TO OPERATE YOUR PHONE OR MAKE 911 CALLS IF SERVICE IS NOT AVAILABLE.**

## **11. INTERNATIONAL CHARGES**

International calls are not included in your FreedomFone Plan. International calls can be made only if you have a monetary balance on your account. You may add a monetary balance to your account through the IVR by calling \*123 from your phone, or by calling Customer Care at (866) 631-3886, or at our Website at [www.mycellularone.com](http://www.mycellularone.com). When you make or receive calls when you have a monetary balance on your account you will be charged a minute per use fee that is subtracted from your monetary balance. **Prices for international calls vary from country to country and may be exceptionally expensive for some countries. Your FreedomFone service does not include international SMS & MMS messages. This means you will not be able to send and receive picture mail and text messages to/from international numbers.**

## **12. TAXES**

You agree to pay all taxes and fees imposed by governments or governmental entities. We may not provide advance notice of changes to these charges. We use the street address you provided us as your primary residence. If the tax laws require the use of a different address, then we will use the information available to us to determine the correct address. If you did not provide us a correct address for your primary residence, or provided us an address that is not a recognized street address that prevents us from identifying the applicable taxing jurisdiction, we may assign you a default location for tax purposes. Except as may be otherwise required by law, if you dispute your primary residence address or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 45 days of the date when the disputed tax or fee first appeared on your bill. Regardless of any Rate Plan guarantee, taxes and fees may change from time to time without notice.

## **13. SURCHARGES**

You agree to pay all surcharges associated with your Plan. Surcharges are not mandated or imposed on you by law, they are Cellular One charges that are determined, collected and retained by us. Surcharges are subject to change without notice. Surcharges include charges, costs, fees and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges assessed to you will vary depending on the type of Service and the Rate Plan you have. Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. When Surcharges are assessed in connection with your Service, you can find the Surcharges detailed in either the "Taxes, Fees & Surcharges", "Cellular One and Charges" or the "Other Charges" sections of your bill or at your online account. Cellular One will provide you 30-days-notice of any increase in surcharges that adversely affect you and you may terminate this Agreement without being assessed any type of termination fee.

## **14. DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION**

Most Customer concerns can be resolved through our Customer Solutions Department. However, if a concern cannot be resolved, all CUSTOMER DISPUTES WILL BE RESOLVED THROUGH THE AMERICAN ARBITRATION ASSOCIATION USING THE WIRELESS INDUSTRY ARBITRATION RULES. THIS MEANS THAT ALL DISPUTES ARISING FROM OR RELATING IN ANY WAY TO YOUR CELLULAR ONE SERVICE OR EQUIPMENT, WHETHER UNDER THIS CONTRACT OR NOT, WILL BE RESOLVED THROUGH ARBITRATION, NOT IN COURT OR THROUGH JUDGE OR JURY. MOREOVER, TO THE FULLEST EXTENT ALLOWED BY LAW BOTH OF US AGREE TO WAIVE ANY RIGHTS TO PURSUE A CLAIM ARISING FROM OR RELATING TO THIS CONTRACT OR THE SERVICE AS A CLASS ACTION; THAT IS, YOU OR WE WILL NOT JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR PURSUE A CLAIM ON BEHALF OF ANY OTHER PERSON OR ENTITY. THE WAIVERS IN THIS SECTION CONTINUE IN FORCE AND EFFECT AFTER THE TERMINATION OF THIS CONTRACT.

You may also attempt to resolve your dispute by writing to the Arizona Corporation Commission, Utilities Division, 1200 W. Washington, Phoenix, Arizona 85007; the New Mexico Public Regulation Commission, P.O. Box 1269, Santa Fe, New Mexico 87504; or the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C. 20554.

## 15. FRAUD

Cellular One reserves the right to cancel your FreedomFone service at any time in the case of fraud. Fraud includes but is not limited to multiple FreedomFone phones subsidized by the Federal Lifeline Program in the same household, if there is a change in Customer's residency or if Customer no longer qualifies for FreedomFone and fails to notify Cellular One within 30 days.

## 16. AVAILABILITY

FreedomFone Service is available to new eligible customers as long as there is sufficient money in the Federal Lifeline funds to cover the discounted rates. In the event that Federal Lifeline funds are not sufficient to cover new applicants in any given year, Cellular One will allocate any and all remaining surplus funds until all qualified Customers are covered. Cellular One may vary the credit or the number of included minutes as required by changes in federal or state universal service funding support.

## 17. FREEDOMFONE WIRELESS SERVICE

Following the payment of any sums and satisfaction of any conditions required by Cellular One, Cellular One will provide Customer with FreedomFone Wireless Service ("FreedomFone") in those locations where Cellular One is authorized to do so upon the terms and conditions and for the rates and charges as described herein and upon the rates, charges, terms and conditions of any tariff required to be on file with any state agency where Cellular One is authorized to provide service. Customer acknowledges that Cellular One may, at its sole discretion, amend or add to any rates and charges for FreedomFone or otherwise. Reasons for such amendments or additions include, but are not limited to, changes in minimum Lifeline service standards and other applicable rules and regulations. Customer further acknowledges that provision of FreedomFone is conditioned upon the uninterrupted connection between the Customer's equipment and the cellular network, as well as interconnection to wireline exchange or inter-exchange carriers.

**17.1 Permissible and Prohibited Uses.** Your Data Plan, if applicable, is intended for Web browsing, messaging, and similar activities on your Device and not on any other equipment. To provide a good experience for the majority of our Customers and minimize capacity issues and degradation in network performance, we may take measures including terminate, end, modify, disconnect, or suspend service

if an individual engages in any of the prohibited data uses set forth in this Agreement or Cellular One's Fair Use Policy, found at [www.mycellularone.com/fair-use-policy](http://www.mycellularone.com/fair-use-policy), if Cellular One, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. In addition, if your total usage exceeds your data plan (amount is subject to change without notice; please check Cellular One's Terms and Conditions on [www.mycellularone.com](http://www.mycellularone.com) for updates) during a billing cycle we may block you, we may reduce your bitrate transfer speed (i.e., data speed) for the remainder of that billing cycle. If you use your Data Plan in a prohibited manner that could interfere with other Customers' service, affect our ability to allocate network capacity among Customers, or degrade service quality for other Customers, we may suspend, or terminate the Data Plan on your FreedomFone phone. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally, Cellular One may implement other network management practices, such as caching less data, using less capacity, and sizing video more appropriately for a Device to transmit data files more efficiently. These practices are agnostic to the content itself and to the websites that provide it. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on your Device.

## 18. REFUNDS

Customer refunds are provided under limited circumstances. Customers are not entitled to a refund for early termination unless pursuant to Cellular One's 14-day service and product guarantee. See [www.mycellularone.com/cancel-return-policy/lifeline](http://www.mycellularone.com/cancel-return-policy/lifeline) for more details. ~~Customers on advanced pay Plans are not entitled to a refund if Customer terminates service prior to the end of an advanced pay billing cycle.~~ A Customer entitled to a refund of Ten Dollars (\$10.00) or less will received an account or store credit. Customers entitled to a refund greater than Ten Dollars (\$10.00) may receive an account or store credit, or receive a gift card that may be used anywhere gift cards are accepted. To receive a gift card refund Customer must fully complete a Gift Card Refund Form available at [www.mycellularone.com/gift-card-refund](http://www.mycellularone.com/gift-card-refund). Customer should allow six to eight weeks to receive a Refund Gift Card once the online Gift Card Refund Form is fully completed and submitted by Customer.

## **19. LIMITATION OF LIABILITY AND INDEMNITY**

- (a) Customer acknowledges that FreedomFone may not be completely private and may be interrupted, lost or limited for many reasons other than the negligence of Cellular One Service including, but not limited to, dialing errors, power failures, leaving the FreedomFone coverage area, malfunctioning of wire line services or equipment, interruptions in Cellular One's interconnections to wire line exchange carriers or inter-exchange carriers, "Dead Spots" or other incomplete coverage areas within Cellular One's local service area, and electronic or atmospheric interference. Customer agrees that Cellular One shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of Cellular One. Customer further acknowledges that Cellular One's liability for its own negligence or any other reason may not in any event exceed the prorated charge for FreedomFone during the period damages occurred, or, if less, the lowest appropriate limit established by any applicable tariff; in no event shall Cellular One be liable for any special, incidental or consequential damages, losses or injuries. Accordingly, Customer agrees to assume the responsibility of insuring against or otherwise bearing the risk of greater losses.
- (b) No liability should attach to Cellular One for damages arising from errors, mistakes, omissions, interruptions, or delays of Cellular One, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing FreedomFone or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers or users of FreedomFone or facilities) in the absence of gross negligence or willful misconduct.
- (c) Customer hereby agrees to indemnify Cellular One and hold Cellular One harmless from all suits, liabilities, costs and claims of any kind arising out of any actions, omissions or use of FreedomFone or any cellular telephone equipment ("Cellular Equipment") of or by Customer, any "User" (as hereafter defined) or any other individual or entity with Customer's or a User's consent.
- (d) Customer hereby agrees to indemnify Cellular One against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities, against claims for infringement of patents arising from, combining with, or using in connection with, facilities of Cellular One, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by Cellular One.
- (e) Cellular One is not liable for any loss, damage, accident, injury or the like occasioned by the use of FreedomFone or the presence of Cellular Equipment, or for any damage to any motor vehicle or other property resulting from the installation or presence of Cellular Equipment.
- (f) When facilities of other companies are used in establishing connection to points not reached by Cellular One's facilities, Cellular One is not liable for any act or omission of the other company and their agents or employees.
- (g) Cellular One shall not be liable for any defacement of or damage to, Customer's premises resulting from the existence of Cellular One's equipment on the premises or caused by the installation or removal when such damage is not the result of Cellular One's negligence.
- (h) Cellular One reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

## **20. CELLULAR EQUIPMENT**

All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by Cellular One is borne by Cellular One unless otherwise specified. In case of damage to Cellular One's instruments or accessories due to the negligence or willful act of Customer and not due to ordinary wear and tear, Customer will be held responsible for the cost of restoring equipment to its original condition or of replacing the equipment. The operating characteristics of all cellular Equipment used by Customer may not interfere with the FreedomFone offered by Cellular One to any of its Customers, Customer acknowledges that it is a breach of this Agreement to alter any Cellular Equipment or other equipment to permit Customer to defraud Cellular One or any other individual or entity in any manner.

## **21. CONSTRUCTION AND OTHER SPECIAL CHARGES**

- (a) Provision of FreedomFone may require the payment of a construction, facility or temporary development charge by the Customer ordering FreedomFone or requesting facilities. This charge is in addition to the regular rates and installation charges. Cellular One may, at its discretion, modify requirements and charges pertaining to supporting structures that include, but are not

limited to, pipes, conduits or poles for the placement of equipment. Generally, construction charges will not apply for the addition of channels or facilities required to provide better grades of service in rural areas where facilities are in place. In unusual cases, where the cost of providing such facilities is excessive, construction charges may be applied, based on the circumstances in each case.

(b) With approval of Cellular One, arrangements may be made for the payment of construction charges in monthly installment spread over a reasonable period, generally not to exceed one year. All unpaid installments are due upon termination of service.

(c) The ownership of any network facilities provided or in part at the expense of Customer pursuant to these Terms and Conditions shall, at all times, be vested exclusively in Cellular One.

(d) In areas Cellular One considers hazardous or inaccessible to its employees, Customer may be required to furnish, install and maintain the facilities or equipment. Such installations are subject to Cellular One's approval to ensure safety, reliability, and network integrity.

(e) When Cellular One's equipment installed on Customer's premises requires electric power for its operation, Customer is required to provide such power.

## **22. FEES**

(a) All access charges, connection fees, and FreedomFone rates, charges and other fees are subject to change. Cellular One will provide customers with 30-days' written notice if any charges or fees increase greater than 10 percent and Customer may cancel service with no termination charge.

(b) When an application for service which requires special engineering is canceled before service is established, Customer is required to reimburse Cellular One for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service has been established.

(c) There is no activation charge for FreedomFone.

(d) There is no installation charge for Customers who use a mobile handset.

## **23. TERM**

(a) Unless sooner terminated pursuant hereto, the term of this Agreement shall begin on the date of activation and shall continue for an initial term (the "Initial Term") as provided on the FreedomFone Cellular Service Agreement.

(b) Cellular One may temporarily deny FreedomFone or terminate this Agreement: (i) upon the failure of Customer to pay any fees, charges or other sums when due; or (ii) pursuant to any applicable rule, regulation, tariff, or reasonable standards; or (iii) following Customer's breach of any provision hereof; (iv) following any attempt to use the FreedomFone fraudulently or in violation of any laws, rules or regulations, including use of service that interferes with another Customer's service, use for a purpose other than communication, or use of Directory Assistance to obtain a Customer's name for any purpose other than to facilitate the making of a telephone call; or (v) following any use of foul or profane language over the lines of Cellular One, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representative. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued charges and any other sums due Cellular One by Customer, even if billed after termination of this Agreement. No waiver of the right to terminate this Agreement will be implied from any failure to terminate this Agreement upon the first occurrence of a breach or default hereof.

(c) If Service is disconnected and subsequently re-established at the same location for the same or different Customer, a new initial contract period will apply, regardless of whether the equipment was removed. However, a new initial contract period will not apply except that the succeeding Customer will be required to assume responsibility for any unexpired portion of the initial contract period.

## **24. CUSTOMER'S PROPRIETARY RIGHTS**

Customer has no proprietary right to any leased Customer equipment, telephone number or FreedomFone Service. Cellular One reserves the right to change systems, FreedomFone unit numbers or telephone numbers as it considers necessary in the exercise of its sole discretion.

## 25. TOLL RESTRICTION SERVICE

- (a) Under the FreedomFone Plan, 900 services are blocked.
- (b) Under the FreedomFone Plan, 1+ international dialing is blocked. Customers may purchase a pre-paid replenishment to make international calls.

## 26. GENERAL PROVISIONS

- (a) Customer acknowledges Cellular One's right to change the technical configuration of its FreedomFone Program and System, and Customer also acknowledges that there are no warranties of any kind extended with respect to FreedomFone and all FreedomFone services are provided "AS IS".
- (b) Customer agrees to comply with all applicable laws, rules, regulations and tariffs. Customer further agrees not to attempt to alter or modify any Cellular equipment except as explicitly authorized by Cellular One or the regulations of the FCC.
- (c) The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity of enforceability of the remaining provisions, which shall be construed and interpreted in such a manner.
- (d) Customer acknowledges and agrees that any monetary balance on Customer's account shall be forfeited in the event Customer is disconnected from FreedomFone for any violation of the Lifeline Program.
- (e) Regarding pre-paid (non-contract Customers) FreedomFone: Customer acknowledges and agrees that the phone line shall be disconnected for non-usage after 45 consecutive days, if Customer does not respond to a disconnection notice after 30 days without usage. "Usage" is defined as: (i) completion of an outbound call or usage of data; (ii) purchase of minutes or data from Cellular One to add to the Customer's service plan; (iii) answering an incoming call from a party other than Cellular One or its agents or representatives; (iv) responding to a direct contact from Cellular One and confirming that the Customer wants to continue receiving Lifeline service; or (v) sending a text message. Further, any monetary balance on Customer's account shall be forfeited in the event of disconnection or if Customer does not renew the contract.

## 27. CELLULAR ONE INTERNET DISCLOSURES AND POLICIES

**27.1 Broadband Internet Access Services Description.** FreedomFone, is a brand and product of Smith Bagley, Inc., and Cellular One is a division of Smith Bagley, Inc. Cellular One provides the following broadband Internet access services to customers:

TABLE 1

3G Speed on C1 Network	LTE Speed on C1 Network	LTE Speed When Roaming
Up to 6Mbps Down/2Mbps Up	Up to 10Mbps Down/2Mbps Up	Up to 5Mbps Down/2Mbps Up
LATENCY: 83MS	LATENCY: 90MS	LATENCY: 180MS

**27.2 Data Plans.** Cellular One offers 3G Data with "Unrestricted Increments of Usage" up to 5GB per monthly billing cycle for FreedomFone customers. This means Cellular One does not intentionally reduce your bitrate transfer speed while accessing data on the Cellular One Network. You may also access data on a Cellular One's Roaming Partner's network when you are out of the Cellular One Network. Once you reach the 5GB of data of usage you will not have data capability to access data services on your Device until the next billing cycle. You may purchase additional data bundles by calling \*123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care or at our Website at [www.mycellularone.com](http://www.mycellularone.com). Some Cellular One Devices allow you to purchase data bundles on your phone. See a store or call Customer Care for details. Cellular One reserves the right, in its sole discretion, to restrict what carrier a FreedomFone customer may roam on while out of the Cellular One Network, as well as restrict or reduce bitrate transfer speed on a Roaming Partner's network.

Each of our services is suitable for most or all real-time applications, including web surfing, movies, gaming, voice over IP, and music. Occasionally, at times of peak usage, some applications may run more slowly than usual. Upon reasonable request we may provide specialized services to large enterprise customers at prices to be negotiated. Data used by certain speed measurement applications will not count against your data allotment. The results from some speed measuring applications may show current network speeds, rather than the reduced speed that is currently available to you. Further, FreedomFone from time to time offers promotional "zero-rating" for



particular applications. Zero-rating means you will not be charged for data use when you access certain applications, including but not limited to, Pandora, Facebook, Snapchat. Zero-rating promotions change from time to time so check our website at [www.mycellularone.com](http://www.mycellularone.com), visit a retail store, or call Customer Service at (800) 730-2351 for the latest promotional offerings. All use of Cellular One products and services to access the Internet is subject to Cellular One's Internet Acceptable Use Policy which can be found at [www.mycellularone.com](http://www.mycellularone.com).

**BECAUSE OF FACTORS OUT OF ITS CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, CELLULAR ONE DOES NOT GUARANTEE DATA SPEEDS.**

**27.3** Service Plan Prices. Our monthly prices, charges, and fees for broadband Internet access service plans, including installation charges and early termination fees for some plans, can be found here: [www.mycellularone.com](http://www.mycellularone.com).

**27.4** Non-Broadband Access Data Services. We do not offer dial-up services. Cellular One's network does have a small number of sites (less than 10% of its entire network in very remote areas of its Network) where only 2G services are available. 2G services is for voice and texting only with no data services available.

**27.5** Network and Congestion Management. Cellular One's goal is to provide the best possible Internet service to our customers at all times and to protect our network and customers from any undue harm that might be caused by malicious users or hackers, such as denial of service attacks. We use a variety of optimization techniques, such as TCP optimization. When a cell site experiences high demand, data speeds for users on that site may be slower until such time as traffic levels returns to normal. We do not engage in blocking, paid prioritization, or affiliate prioritization. We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible customers, we implement network management practices on a content-agnostic basis, such as caching less data and prioritizing data usage. We also use a variety of physical, electronic, and procedural safeguards to protect our network from events that may negatively impact our customers' ability to use our Broadband Internet Access Services. We monitor our network to protect against security threats, including spam, viruses, automated attacks, worms, distributed denial of service attacks, and other potentially malicious activity. When we detect a threat, we will attempt to prevent it from spreading across our network using a variety of security measures, which may include rerouting or limiting some traffic over our network until the threat is resolved. In order to provide you the most widespread and reliable cellular service, any time you are out of the Cellular One Network, or your device is not receiving a strong signal from our network ("On Network"), it may connect to another carrier ("Off Network") that we have a roaming agreement with. "Roaming" is when you place or receive a voice call/SMS (text)/or accessing data outside the Cellular One Home Network Area. **Cellular One reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners' network.** Cellular One's decision to prioritize your cellular service to a chosen roaming partners' network, or slow the bitrate throughput rate on a roaming partners' network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Cellular One's sole discretion.

**27.6** Content Or Applications. Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") that you can purchase with your Device may not be sold by Cellular One. Cellular One is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller. You may be able to restrict access and certain services by implementing controls available at [www.mycellularone.com](http://www.mycellularone.com) or by calling Customer Care. When you use, download or install Content & Apps sold by a third-party seller, you may be subject to license terms between you and third parties.

**27.7** Messaging (Video And Picture) And Data. Certain messages, including those to third parties to participate in a promotion or other program, will result in additional charges. Data Services are available only with particular Cellular One phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB; 1024MB equals 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your rate plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Data activity on your phone occurs regardless of who initiates the activity, and you are responsible for all data activity from and to your phone. Premium content (games, ringtones, songs, etc.) are priced separately. You will be charged for data usage on a pay per use basis unless you purchase a data bundle as part of your Service, or as otherwise provided by your Service.

**27.8** Device Attachment Rules. Customers may generally attach any lawful device of their choice that is compatible with our network, subject to any limitations of their data plan. Customers are advised to check our website [www.mycellularone.com](http://www.mycellularone.com), or contact

the Cellular One prior to purchasing any third-party equipment to ensure compatibility. Cellular One is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third-party. If any such equipment harms our network or degrades the service of other users, the customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm.

## **27.9 Security and Privacy.**

**27.9.1 Customer Security.** We may suspend or terminate service to customers that in our sole judgment harm the network or other users.

**27.9.2 Network Management and Service.** In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity.

**27.9.3 Sale of Customer Data.** We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not share data with third-party advertisers, but we do analyze use to improve customer experience. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place “cookies” on your device and may track your device for marketing and other purposes and that is not something Cellular One can control or prevent without blocking or degrading your service.

**27.9.4 Third Party Content and Services.** We are not responsible for the information, content, applications or services provided by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. We also recommend that all customers install applications to protect their devices from viruses and malware.

**27.9.5 Law Enforcement and Copyrights.** Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.

**27.9.6 Privacy.** Cellular One is committed to protecting the privacy and security of our customers’ personal information. For information on how FreedomFone protects its customers’ privacy, please review our Privacy Policy at [www.mycellularone.com/privacy-policy](http://www.mycellularone.com/privacy-policy).

**27.9.7 Questions or Complaints.** If you have questions or complaints about our broadband Internet access service you should first visit our website at: [www.mycellularone.com](http://www.mycellularone.com). If the question or complaint is not resolved on the web, you may contact one of our customer service representatives at (800) 730-2351. We find that most customer concerns or disputes can be resolved through our customer service representatives. If the question or complaint is still not resolved you may contact Cellular One’s Chief People Officer at [CPO@cellularoneaz.com](mailto:CPO@cellularoneaz.com). However, any customer disputes that cannot be resolved without third-party intervention will be resolved by binding arbitration in accordance with the terms of our service agreement, which can be found here: [www.mycellularone.com](http://www.mycellularone.com).