

CELLULAR ONE FLEXFONE TERMS AND CONDITIONS
(Revised and Effective 19 December 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. 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 911 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.

HOW DO I ACCEPT THESE TERMS AND CONDITIONS?

By purchasing or activating your Cellular One electronic device or using any Cellular One's service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

If you do not want to accept these Terms and Conditions, do not activate your Cellular One electronic device or use any Cellular One Services.

When you accept, you are telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a legal agreement. If you accept for an organization, you are telling us that you are authorized to bind that organization, and references to "you" in these Terms and Conditions may mean the organization.

1. WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

In these Terms and Conditions, you will find important information about:

- Cellular One services provided to you ("Services");
- Any equipment for which we provide Service, such as a phone, handset, tablet, or SIM card (collectively, a "Device");
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device ("Charges");

- Privacy information;
- Network management practices;
- Limitations of liability;
- Resolution of disputes by arbitration and class action waiver; and
- Internet Disclosures and Policies

2. WHAT YOUR AGREEMENT CONSISTS OF AND WHEN THE AGREEMENT IS EFFECTIVE

Your agreement with Cellular One includes these Terms and Conditions, your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at www.mycellularone.com (collectively "Agreement"). Your Rate Plan includes, if applicable, your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). To the extent any term in your Rate Plan expressly conflicts with these Terms and Conditions, the term in your Rate Plan will govern. Your Agreement applies to each line of Service. Please read these Terms and Conditions carefully. They cover important information about Cellular One services provided to you ("Service"); your phone, handset, device, SIM card, data card, or other equipment or third party device used with our Service; and any access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your device ("Charges"). These Terms and Conditions include terms of termination, Rate Plan changes, and limitations of liability, privacy and resolution of disputes by arbitration instead of in court.

Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a thirty (30) day period ("Service Commitment"), specified on your Service Agreement. FlexFone is a no contract pre-paid product. You may discontinue service at any time. Cellular One does not charge any type of termination fee.

Any applicable state public utility commission tariffs also govern.

3. NATURE OF SERVICE

Our rate plans, devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on the Cellular One Home Network Area (aka "On Network"), and other networks through a roaming agreement between SBi and other carrier's networks. Cellular One's Home Network Area can be found at www.mycellularone.com. These maps are for general informational purposes only. The coverage maps depict the general coverage area of Cellular One. The coverage maps 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 the network's roaming partners, if applicable. 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. Some features on your device may not operate when roaming on the network of a network roaming partner. If you travel outside of your coverage area, your phone may not work. The coverage depicted on the Cellular One coverage maps is based on the information provided by other carriers and public sources and we cannot guarantee their accuracy. Coverage maps for your network may also vary based on your home location so please refer to our website for the most up-to-date coverage map applicable to your device and geographic area. Cellular One is not responsible for any service outages, interruptions in service or decline in the quality of service regardless of the cause.

4. ACTIVATING AND USING YOUR CELLULAR ONE FLEXFONE

Before you can use your Cellular One FlexFone, it must be activated through a Cellular One authorized agent or a Cellular One store location. Cellular One charges a one-time \$20.00 Activation Fee. You must accept the Cellular One telephone number assigned to your Cellular One FlexFone at the time of activation, however, you will acquire no proprietary interest in any number assigned to you. Your Cellular One FlexFone can only be used through Cellular

One, and cannot be activated with any other wireless or cellular service, but can be used to send and receive wireless radio signals of other carriers, both wireless and landline (i.e., voice, text, data) but subject to certain terms and conditions contained herein. Cellular One FlexFone services are provided at Cellular One's discretion. Some functions and features referenced in the manufacturer's manual provided with your Cellular One handset may not be available on your Cellular One FlexFone. Cellular One may modify or cancel any service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

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 <https://mycellularone.com/14-day-trial-period-flexfone/>.

5. OUR AGREEMENT TO PROVIDE YOU CELLULAR SERVICE; YOUR AGREEMENT TO PAY; BLOCKING

Cellular One, through SBI, is licensed to provide cellular service and have suitable facilities, subject to the limitations described below and subject to the requirements of any SBI tariff and applicable laws and regulations. Cellular One, through SBI, may also enter into roaming agreements with other carriers to allow you to use your phone where Cellular One lacks the best coverage, but roaming service is not guaranteed and is subject to additional limitations described below. You agree to pay for our services and equipment we supply at the rates in your Rate Plan or as posted in our stores or on our website and according to this Agreement. Cellular One may, in our discretion, amend or add to any rates, charges, or terms, subject to the provisions in the next section. Cellular One may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations).

6. ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

Yes. Your "Agreement" includes these Terms and Conditions, the additional terms found in your Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these Terms and Conditions. Sections marked "*" continue after termination of our Agreement with you.

You should also be aware that our Privacy Policy, Fair Usage Policy and Internet Acceptable Use Policy, available at www.mycellularone.com apply to the use of our products and services.

You might also have other agreements with us, such as an equipment installment plan or a handset protection plan.

7. AIRTIME RATES

Your Cellular One Prepaid FlexFone will only operate when you have a positive monetary balance, or have subscribed to a product or promotion that allows zero or free rated services on your account to use for services, such as minutes, text (SMS), mobile web access, and MMS. All services you use are chargeable per minute or unit, text, web access, SMS and MMS. Rates or unit deductions may vary depending on physical calling or usage location of all parties; minutes for off-net and roaming are at a higher rate than on-net minutes. Upon activation, you may receive a special offer that offers promotional pricing for all services available on your Cellular One FlexFone; see promotional flyer for special pricing if applicable. Current rates can be found on our website at www.mycellularone.com and are subject to change from time to time.

8. TEXT MESSAGING

The rates without a subscribed product or promotion to send or receive a text (SMS) message to another person's phone using your Cellular One FlexFone are \$0.20 per text sent and received. If you do not want your money balance reduced from your Cellular One FlexFone, then do not send a text message if you have not purchased an additional product or promotion that includes zero or free rated text (SMS) units.

Please note that Cellular One does not generally participate in premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Cellular One. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs.

You should not attempt to participate in premium SMS campaigns, unless it is a Cellular One authorized campaign. Any text message you send to a "short code" in all likelihood will not succeed in sending or receiving. Any charges you may incur as a result of any attempts to participate in premium SMS services or campaigns (not authorized by Cellular One), whether you incur charges as deductions from your Cellular One handset or from your credit card, are not refundable. See Cellular On Data Services below.

9. INTERNATIONAL CALLS

You may now use your Cellular One FlexFone to make international calls to landlines (including some cellular phones in some countries) at an additional charge (See www.mycellularone.com for available countries and details). The available countries are subject to change without prior notice. A MONETARY CREDIT BALANCE IS REQUIRED for international calls AND THE PER MINUTE RATE begins the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Cellular One will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Cellular One FlexFone when you are located outside of the United States. **Customers making our receiving international calls should be aware that international roaming charges can be exceptionally high.** Particular rates for particular countries can be found at www.mycellularone.com/plans, Customer Care, or any of our retail store locations

10. ADDING PAY FOR USE WITH MONETARY CREDIT

Your Cellular One FlexFone will only operate when you have a subscribed product or promotion that allows certain amounts, or zero or free rated minutes, or units or you have a positive monetary balance available on the Cellular One FlexFone handset. You may add a monetary balance by visiting a store location, calling *123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care, or at our website at <https://mycellularone.com/flex-pay-as-you-go/>.

11. VALUE PLANS

From time to time, Cellular One may offer its customers and option to subscribe or avail of various airtime products or promotions or "Value Plans." Cellular One's current Value Plans are described on Cellular One's website at www.mycellularone.com. You may purchase a Value Plan by registering your Cellular One FlexFone number and credit card at www.mycellularone.com. Cellular One may modify its Value Plan offerings at any time. In the event of any modification that increases the charges associated with your Value Plan, you will receive 30-days-notice prior to being charged the new rate.

12. SERVICE END DATE, DUE DATE OR SERVICE DAYS REMAINING

If you do not have a chargeable event, which is defined as any usage, i.e., voice, text, data, recharge or bundles purchased within 90 days of the last chargeable event your account will be disconnected and any money balance on the account will be forfeited. Your phone number will be held in a reserved status for an additional 90 days but there is no guarantee that you will receive the same phone number if you attempt to restart FlexFone services between day 91 and 180. After 180 days of inactivity, your "reserved" phone number will be open to Cellular One for redistribution.

13. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your Cellular One FlexFone is connected to, or using, the wireless system of Cellular One or any other carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 61, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail unless otherwise prohibited by Cellular One. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full MINUTE increments; partial minutes are rounded up to the next minute.

14. EMERGENCY CALLS

If you are in an area where your Cellular One FlexFone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Cellular One FlexFone in an emergency situation. In an emergency, locate the nearest means of communication to contact emergency services.

15. YOUR SERVICE AGREEMENT DESCRIBES YOUR CHARGES, AND ADDITIONAL CHARGES

Your Cellular One Service Agreement explains your cellular service. Because it is part of your Agreement, please take a copy with you or print it out and read it carefully.

16. TERMINATION OF SERVICE

You may terminate your service subject to a restocking fee during our 14-day trial period as described on our Website. Any refunds applicable during the 14-day trial period are subject to the terms in paragraph 17 below and Cellular One's 14-Day Cancellation and Return Policy available at <https://mycellularone.com/14-day-trial-period-flexfone/>.

After the 14-day trial period, either party may terminate this Agreement (which will terminate the provision of Cellular One service) at any time. Any unused service at the time of termination will not be refunded. Cellular One may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement, if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, if we have reasonable cause to believe that you are using your Cellular One phone and/or wireless service for an unlawful purpose or in a way that may adversely affect our Service, and/or if you engage in any deceptive or unfair conduct with respect to your Cellular One phone and/or wireless service. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Cellular One phones.

17. REFUNDS

Customer refunds are provided under limited circumstances. Cellular One FlexFone is an advanced pay service and advanced pay Customers are not entitled to a refund if a Customer terminates service prior to the end of an advanced pay billing cycle. (but see Cellular One's 14-day service and product guarantee at <https://mycellularone.com/14-day-trial-period-flexfone/> for more details). A Customer entitled to a refund of Ten Dollars (\$10.00) or less will receive 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. 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.

18. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to Cellular One or attempt to defraud us; (c) allow anyone to extract, clone, reverse engineer or tamper with your Phone, the software and/or hardware on your Phone or your SIM card or insert your SIM card in another phone; (d) threaten or commit violence against any Cellular One employee(s) or, customer service representative(s); (e) use vulgar and/or inappropriate language when interacting with, any Cellular One representative(s); (f) steal from Cellular One; (g) harass any Cellular One representatives; (h) interfere with Cellular One operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's default specification; or (k) use the service in a way that adversely affects our network or the service available to other Cellular One customers.

We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

19. 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.

20. 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.

21. WHAT HAPPENS IF YOUR DEVICE IS LOST OR STOLEN?

Once you notify us that your Device has been lost or stolen, we will suspend your Service and you will not be responsible for additional usage charges incurred when applicable. Any usage of your device prior to you notifying us that it has been lost or stolen shall not be credited back to your account when applicable. You may request us to investigate usage you believe was unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the usage was unauthorized, we may credit your account. If we determine the usage was authorized, we will inform you within 30 days and you will remain responsible for the usage. If you request that we not suspend your Service, you will remain responsible for all usage incurred.

22. YOUR RATE PLAN DESCRIBES YOUR CHARGES, INCLUDED MINUTES, AND ADDITIONAL CHARGES

Your Rate Plan explains your particular plan for your cellular service. Because it is part of your Agreement, it is important you understand it. If you have any questions about your Rate Plan, (1) ask a sales representative at any Cellular One retail store; (2) review our Website; or (3) call Customer Care at 800-730-2351.

23. IMPORTANT INFORMATION ABOUT “ROAMING”

These Terms and Conditions describe the experience you can expect on our network, including information about our reasonable network management practices, and the experience on our roaming partners’ networks:

- Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our network may vary and change without notice depending on a variety of factors. For more information go to www.mycellularone.com. You agree that we are not liable for problems relating to service availability or quality.
- Additionally, we may implement other network practices, such as caching less data.
- Our Internet Acceptable Use Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices.

In order to provide you the most widespread and reliable cellular service, any time 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. **Roaming charges in foreign countries (“International Roaming”) may be especially high. Cellular One reserves the right to internally program its network for which roaming partners’ network you will roam on.**

24. YOU MUST USE YOUR DEVICE PREDOMINANTLY WITHIN THE CELLULAR ONE HOME NETWORK AREA

Disproportionate roaming (including unlimited plans of any kind) occurs when a user’s usage is on other carriers’ networks (Roaming or Off-Net usage) greater than 50% during any 2 months during any 12-month period, in which case Cellular One may, at its option, terminate your wireless service or access to data services, deny user’s continued use of other carriers’ coverage, or change user’s plan to one imposing usage charges for roaming usage. Cellular One will provide you with notice that it intends to take any of the above actions, and you may terminate this Agreement without being assessed a termination fee.

25. FAIR USE POLICY

In order to provide reliable services at reasonable costs to our customers, we have certain restrictions in place to ensure the activities of some users do not disrupt or impair other customers’ services or our network. You may not use our services in a manner that harms, or unduly interferes with Cellular One’s network or system; or in a manner that is unlawful, or infringes on intellectual property rights. Cellular One reserves the right, without notice or limitation, to terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, SMS, or data uses set forth in this Agreement or Cellular One’s Fair Use Policy, found at 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. Cellular One voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described herein. **Listed below are examples of the permitted uses of the service and your device and examples of the prohibited uses of the service and your device.**

Examples of Permitted Uses of the Service and Your Device Include:

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;
- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device (**if allowed by your Data Plan**) to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

Unless Explicitly Permitted by Your Rate Plan or Data Plan, You Are Not Permitted to Use Your Device or the Service in a Way That We Determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware”, hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications which automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being off-net (i.e., connected to another provider’s network) for any 2 billing cycles within any 12-month period;
- Results in unusually high usage (specifically, more data usage than what 97% of all customers use in a month, based on recent historical averages (updated quarterly)) and the majority of your data usage being Smartphone Mobile HotSpot, i.e., tethering (unless allowed by your Rate Plan);
- Resells the Service, either alone or as part of any other good or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these Terms and Conditions; or
- Attempts or assists or facilitates anyone else in any of the above activities.

26. MESSAGING (TEXT, VIDEO AND PICTURE) AND DATA

Certain messages, including those to third parties to participate in a promotion or other program may require a monetary payment separate from your Cellular One account. Any purchases or charges from third-party vendors will require other types of payment methods acceptable to the third-party vendor. Rates for texting to or from a foreign country may be especially high and may vary and are subject to change. There is no guarantee that messages will be received, and Cellular One is not responsible for lost messages. Text messages are typically limited to 159 characters.

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 Device occurs regardless of who initiates the activity, and you are responsible for all data activity from and to your Device. Premium content (games, ringtones, songs, etc.) are priced separately and available through third-party vendors.

27. DATA PLANS

Cellular One may, from time to time, offer 4G/LTE Data Plans that offer “Unrestricted Increments of Usage” up to a specific, measured amount of data use. Unrestricted Increments of Usage means Cellular One does not intentionally reduce a user’s bitrate transfer speed. These types of plans offer Unrestricted Increments of Usage up to a specific amount of megabytes or gigabytes. Once a user reaches the specific amount of data of a particular Data Plan Cellular One intentionally reduces the user’s bitrate transfer speed. THEREFORE, IT IS IMPORTANT YOU UNDERSTAND YOUR PARTICULAR DATA PLAN OF WHEN WE MAY REDUCE YOUR BITRATE TRANSFER SPEED. Further, Cellular One may have roaming agreements with other carriers that allow a user to access data on Cellular One, via SBi’s roaming partner’s network. Cellular One reserves the right, in its sole discretion, to restrict what carrier a Cellular One customer may roam on while out of the Cellular One Home Network, as well as restrict or reduce bitrate transfer speed.

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.

28. 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 may be directed to the third-party seller. You may be able to restrict access and certain services by implementing controls. Call Customer Service for assistance. 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.

29. INTERNATIONAL CALLS

Cellular One does not offer international calling. However, some Cellular One Plans offer international calls to Mexico. At this time, international calls to Mexico are limited to calls made to a traditional wireline/landline numbers. Visit a Cellular One retail store or call Customer Care at 800-730-2351 or go to www.mycellularone.com for more details.

30. INFORMATION ON PHONES

Your phone may contain sensitive or personal information. Cellular One is not responsible for any information on your phone, including sensitive or personal information, data or photographs. If possible, you should remove or otherwise safeguard any sensitive or personal information, data and photographs when your phone is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your phone. By submitting your phone to us, you agree that our employees, contractors or vendors may access all of the information on your phone.

31. YOUR RESPONSIBILITY FOR CELLULAR EQUIPMENT

You are responsible for all equipment you use in connection with your cellular service and must ensure that it is compatible with our network and complies with all FCC regulations. If we sell or provide you equipment, we will honor such equipment through the manufacturer's warranty subject to Cellular One's internal warranty program as amended from time to time.

32. UNAUTHORIZED USAGE; TAMPERING NOT ALLOWED

The Cellular One FlexFone handset is sold exclusively for use by you, the end consumer, with the Cellular One FlexFone prepaid wireless Service available solely in the United States. Any other use of your Cellular One FlexFone handset, including without limitation, any resale, unlocking and/or reflashing of the handset is unauthorized and constitutes a violation of your agreement with Cellular One. You agree not to unlock, reflash, tamper with or alter your Cellular One FlexFone or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Cellular One FlexFone or the Service, or assist others in such acts, or to sell and/or export Cellular One FlexFone handsets outside of the United States. These acts violate Cellular One's rights and state and federal laws. Improper, illegal or unauthorized use of your Cellular One FlexFone is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Cellular One will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your Cellular One FlexFone shall entitle Cellular One to recover liquidated damages from you in an amount not less than \$2,500 per Cellular One handset purchased, sold, acquired or used in violation of this agreement. Cellular One handsets do use SIM cards to manage your service. You agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly extract, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent, clone or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card or Cellular One FlexFone via any

software and/or hardware methods. Customers may not remove SIM Cards from their phones nor place them in any other phone. Doing so could subject you to immediate termination of service without any right to a refund for the phone or airtime purchased. Cellular One may, from time to time, remotely update or change the encoded information on your SIM card. Your Cellular One FlexFone is restricted from operating when you are located anywhere outside of the United States. Any such usage is considered unauthorized usage by Cellular One for which your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for your handset or unused airtime.

33. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All per unit, per minute, plan rates, features, functionality and other product / promotion specifications are subject to change without notice or obligation. Color of phones may vary.

34. CHARGES FOR MMS (E.G., PICTURE MESSAGING)

You will be charged per sending or receiving a multi-media message (the "MMS Charge") unless you have subscribed product or promotion that allows certain amounts, or zero or free rated minutes, or units or you have a positive monetary balance available on the Cellular One FlexFone handset.

35. ADDITIONAL ACCESS CHARGES FOR DATA SERVICES

In addition to MMS Charges, and regardless of the payment option you use, there MAY BE additional Access Charge.

36. YOUR RESPONSIBILITY FOR USE OR ANY MISUSE OF YOUR CELLULAR SERVICE OR EQUIPMENT

36.1 General Customer Responsibilities. You are responsible for any and all use and misuse of your phone, whether authorized by you or not. You agree to comply with all applicable laws, rules, regulations, and tariffs and not to use your cellular service or equipment in a way that harms our network or any person or entity.

36.2 Motor Vehicles. You agree that you will be liable for any loss, damage, accident, injury, or the like, arising from or relating to the use of cellular service or the presence of cellular equipment in any motor vehicle; or for any damage to any motor vehicle or other property resulting from the installation or presence of cellular equipment.

36.3 Indemnity. You agree to indemnify Cellular One, SBi and its affiliates, and hold Cellular One, SBi and its affiliates, harmless from all claims, demands, liabilities, or costs of any kind caused by your breach of this Agreement or arising from or related to use of cellular service or any cellular telephone equipment by you or any other person or entity with or without your consent; except for any claims arising wholly and solely from the negligence of Cellular One.

37. UNDERSTANDING THE LIMITATIONS OF CELLULAR COMMUNICATIONS

As a radio service, cellular service may be interrupted, lost or limited for many reasons including power failures, leaving the coverage area, malfunctioning of services or equipment of Cellular One and its network providers or interconnected carriers, electronic or atmospheric interference, and failures of your equipment. **Calls to E-911 will not show your exact location.** Further, if you are in an area where your Cellular One is searching for a wireless signal or there is no wireless signal or wireless service, it is **highly probable that a call to 911 will not go through.** **Do not rely solely on your Cellular One device and service in an emergency situation.** Additionally, because cellular service uses public airwaves, your communications may not be private. These limitations may apply to voice, data, and text messaging services equally.

38. LIMITATION OF CELLULAR ONE'S LIABILITY

Due to the limitations of cellular service and for other reasons, **neither SBi or its affiliates or Cellular One will accept any liability for any damages arising from or relating to the service, equipment, or this Agreement in excess of the prorated charge for cellular service during the period damages occurred, or the lowest limit in any applicable tariff, regardless of the cause of damage. Also, you agree to waive any claims against Cellular One, SBi or its affiliates arising from or relating to the service, equipment, or this Agreement for indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature including, without limitation, any lost profits, lost revenues, lost savings, cost of cover, or any other business loss including loss of goodwill, use of property, or data or messages,** regardless of the cause, including damages that may have been caused by the willful misconduct by Cellular One, SBi or its affiliates.

39. AGREEMENT TO ARBITRATE DISPUTES AND WAIVER OF CLASS ACTIONS

Most customer concerns or disputes can be resolved through our Customer Care Department. However, if either of us has an issue which cannot be resolved without third party intervention, both of us agree to submit to binding arbitration before 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 Agreement 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 Agreement 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 Agreement.

40. OTHER TERMS REGARDING DISPUTE RESOLUTION

40.1 How Can I Dispute Charges or Usage?

If you have any questions about how we bill or want to dispute any usage, please contact us by calling Customer Care at (844) 236-2533, 800-730-2351, or by writing to Cellular One Customer Care, at 1500 S. White Mountain Road, Suite 103, Show Low, Arizona, 85901. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding any bill, charge, or usage to your account within 60 days after the date you first receive the charge. If you do not, you may not pursue a claim in arbitration. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill, charge or usage, you agree that the issue is fully and finally resolved. Unless otherwise provided by law, you must pay disputed charges until the dispute is resolved.

40.2 Choice of Law.

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

41. DISCLAIMER OF WARRANTIES

Except for any written warranty that may be provided with a Cellular One Device you purchase from us, and to the extent permitted by law, the services and devices are provided on an “as is” and “with all faults” basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your service or your device. We cannot and do not promise uninterrupted or error-free service and do not authorize anyone to make any warranties on our behalf. This does not deprive you of any warranty rights you may have against anyone else. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

Services or software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third party products. We are not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. We cannot assure you that if you place a 911 call or text you will be found.

We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to content & apps, or any third party content, services, advertisements, or websites you may be able to access by using your device or the services, even if charges for content & apps appear on your Cellular One bill. You are responsible for maintaining virus and other Internet security protections when accessing third party content & apps or other services.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.

42. ENTIRE AGREEMENT, NO WAIVER, PARTIAL ENFORCEABILITY, CELLULAR ONE PRACTICES AND POLICIES

This Agreement, along with your Service Agreement contains the entire agreement between us and supersedes any prior contrary discussions and agreements. The Agreement may only be amended as stated above or in a writing that we both sign. If we ignore or waive a breach of the Agreement by you, it will not bar us from enforcing any term in the Agreement in the future. Other details about our current practices and policies are available in our stores and on our website and may include, among other things: data limitations, technical requirements, phone numbers, acceptable use, text messaging, credit approval, deposits, Lifeline service to low income customers, location-based services, international roaming and calling rates and terms, equipment returns, shipping, plan changes, privacy, pre-paid service, trial/grace period, and frequently asked questions. Cellular One reserves the right to change policies at any time, with or without notice. If a policy conflicts with this Agreement, this Agreement will govern. If any provision in this Agreement or a policy is ruled unenforceable or invalid, you agree that it does not affect the validity or enforceability of the remaining Agreement terms or other policies.

43. MODIFICATIONS, INTERRUPTIONS, OR DISCONTINUATION OF DATA SERVICE

Cellular One does not guarantee the availability of Data Services at any time and reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. Cellular One is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, Cellular One will NOT refund/reimburse you for any unused data. If you cancel, or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

44. INDEMNIFICATION

You agree to indemnify and hold harmless Cellular One from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a Cellular One FlexFone and Cellular One Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

45. CELLULAR ONE INTERNET DISCLOSURES AND POLICIES

45.1 Broadband Internet Access Services Description. Cellular One, a brand and product of Smith Bagley, Inc., 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	Video Speed
Up to 6Mbps Down/2Mbps Up	Up to 10Mbps Down/2Mbps Up	Up to 5Mbps Down/2Mbps Up	500 Kbps Down
LATENCY: 83ms	LATENCY: 90MS	LATENCY: 180MS	

Cellular One offers 4G/LTE Data Plans that offer “Unrestricted Increments of Usage” up to a specific, measured amount of data use. Unrestricted Increments of Usage means Cellular One does not intentionally reduce your bitrate transfer speed. These types of plans offer Unrestricted Increments of Usage up to a specific amount of megabytes or gigabytes. Once you reach the specific amount of data of a particular Data Plan, Cellular One intentionally reduces the user’s bitrate transfer speed. The table below illustrates a 50GB Data Plan and how your bitrate transfer speed is affected once you have used all your 50GB of data. The table below is applicable regardless of the Data Plan you choose. Cellular One offers several different Data Plan increments.

TABLE 2

50 GB Data Plan on SBi Network	50 GB Data Plan When Roaming	Speed after 50 GB Data Plan is used on SBi Network	Speed after 50 GB Data Plan is used when Roaming	Video Speed
LTE: Up to 10Mbps Down/2Mbps Up	Up to 5Mbps Down/2Mbps Up	40 kbps/14 Kbps	40 Kbps/14 Kbps	500 Kbps Down

The reduced speeds after you have used all your data allotment from the Data Plan you purchased will continue for the remainder of your billing cycle. 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 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.

45.2 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.

45.3 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.

45.4 Network and Congestion Management. The Company’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. We do not size video streams but we do limit download throughput for video services to 500 Kbps (see TABLE 1 above in Section 45.1). These techniques do not discriminate among content or websites. 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.

45.5 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 or contact the Company prior to purchasing any third-party equipment to ensure compatibility. The Company 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.

45.6 Security and Privacy.

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

45.6.2 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.

45.6.3 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 the Company can control or prevent without blocking or degrading your service.

45.6.4 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.

45.6.5 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.

45.6.6 Privacy. Cellular One is committed to protecting the privacy and security of our customers’ personal information. For information on how Cellular One protects its customers’ privacy, please review our Privacy Policy at www.mycellularone.com/privacy-policy.

45.6.7 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. 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. 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.