REDACTED FOR PUBLIC INSPECTION

FCC Form 481 - Carrier Annual Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449066
<015>	Study Area Name	T-Mobile USA Inc.
<020>	Program Year	2017
<030>	Contact Name: Person USAC should contact with questions about this data	Rhonda R. Thomas
<035>	Contact Telephone Number: Number of the person identified in data line <030>	4253834000 ext.4215
<039>	Contact Email Address: Email of the person identified in data line <030>	rhonda.thomas63@t-mobile.com
	Form Type	54.422

(100) Service Quality Improvement Reporting
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<110>	Has your company received its ETC certification from the FCC?	(yes / no)
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no)

If your answer to Line <111> is yes, please file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets
<114>	Report how much universal service (USF) support was received
<115>	How much (USF) was used to improve service quality and how support was used to improve service quality
<116>	How much (USF) was used to improve service coverage and how support was used to improve service coverage
<117>	How much (USF) was used to improve service capacity and how support was used to improve service capacity
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.

(200) Service Outage Reporting (Voice)
Data Collection Form

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July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<210> For the prior calendar year, were there any reportable voice service outages? No

<220>

<a> NORS Reference Number	<b1> Outage Start Date	<b2> Outage Start Time	<b3> Outage End Date	<b4> Outage End Time	<c1> Number of Customers Affected	<c2> Total Number of Customers	<d> 911 Facilities Affected (Yes / No)	<e> Service Outage Description (Check all that apply)	<f> Did This Outage Affect Multiple Study Areas (Yes / No)	<g> Service Outage Resolution	<h> Preventative Procedures

(300) Unfulfilled Service Request
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<300> Unfulfilled service request (voice) 0

<310> Detail on attempts (voice)

Name of Attached Document

<320> Unfulfilled service request (broadband)

<330> Detail on attempts (broadband)

Name of Attached Document

(400) Number of Complaints per 1,000 customers
Data Collection Form

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July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com
<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	Offered mobile voice service.
<410>	Complaints per 1000 customers for fixed voice	
<420>	Complaints per 1000 customers for mobile voice	[redacted]
<430>	Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<440>	Complaints per 1000 customers for fixed broadband	
<450>	Complaints per 1000 customers for mobile broadband	

(500) Compliance With Service Quality Standards and Consumer Protection Rules
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<500> Certify compliance with applicable service quality standards and consumer protection rules

<510> Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance

2015 CITA Certification

(600) Functionality in Emergency Situations
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com
<600>	Certify compliance regarding ability to function in emergency situations	
<610>	Descriptive document for Functionality in Emergency Situations	

Line 610

(700) Price Offerings including Voice Rate Data
Data Collection Form

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<701>	Residential Local Service Charge Effective Date	1/1/2016
<702>	Single State-wide Residential Local Service Charge	

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**

(710) Broadbrand Price Offerings
Data Collection Form

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<711>

<a1>	<a2>	<b1>	<b2>	<c>	<d1>	<d2>	<d3>	<d4>
State	**Exchange (ILEC)**	**Residential Rate**	**State Regulated Fees**	**Total Rate and Fees**	**Broadband Service - Download Speed (Mbps)**	**Broadband Service - Upload Speed (Mbps)**	**Usage Allowance (GB)**	**Usage Allowance Action Taken When Limit Reached {*select*}**

(800) Operating Companies
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<810>	Reporting Carrier	T-Mobile West LLC
<811>	Holding Company	T-Mobile USA, Inc.
<812>	Operating Company	T-Mobile West, LLC

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**

-- See attached worksheet --

(900) Tribal Lands Reporting
Data Collection Form

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July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<900> Does the filing entity offer tribal land services? (Y/N)

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes,No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

		Select Yes or No or Not Applicable
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions.	
<922>	Feasibility and sustainability planning;	
<923>	Marketing services in a culturally sensitive manner;	
<924>	Compliance with Rights of way processes	
<925>	Compliance with Land Use permitting requirements	
<926>	Compliance with Facilities Siting rules	
<927>	Compliance with Environmental Review processes	
<928>	Compliance with Cultural Preservation review processes	
<929>	Compliance with Tribal Business and Licensing requirements.	

(1000) Voice and Broadband Service Rate Comparability
Data Collection Form

FCC Form 481
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<1000> Voice services rate comparability certification

<1010> Attach detailed description for voice services rate comparability compliance

Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

(1100) No Terrestrial Backhaul Reporting Data Collection Form

FCC Form 481
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<1100> Certify whether terrestrial backhaul options exist (Y/N)

<1130> Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).

(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form

FCC Form 481
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July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

449066_TX_1210.pdf

Name of Attached Document

<1220> Link to Public Website

HTTP

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ✔

<1222> Details on the number of minutes provided as part of the plan, ✔

<1223> Additional charges for toll calls, and rates for each such plan. ✔

(2000) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
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Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

<2010> 2nd Year Certification 47 CFR § 54.313(b)(1)(i) - Note that for the July 1 2016 certification, this applies to Round 2 recipients of Incremental Support

<2011> 3rd Year Certification 47 CFR § 54.313(b)(1)(ii) - Note that for the July 1 2016 certification, this applies to Round 1 recipients of Incremental Support

<2022> Recipient certifies, representing year two after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.

<2023> The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year two - 54.313(b)(2)(ii). Round 2 recipients only.

<2024A> Round 2 Recipient of Incremental Support?

<2024B> Attach list of census blocks indicating where funding was spent in year two - 54.313(b)(2)(ii). Round 2 recipients only.

Name of Attached Document Listing Required Information

<2025A> Round 1 or Round 2 Recipient of Incremental Support?

<2025B> Attach geocoded Information for Phase I milestone reports (Round 1 for year three and Round 2 for year two) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-

Name of Attached Document Listing Required Information

<2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

(2000) Price Cap Carrier Additional Documentation (Continued)
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification support used to build broadband

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017A> Connect America Fund Phase II recipient?

<2017B> Attach information for Phase II - 54.313(e)(1) - list of geocoded locations already meeting the 54.309 public interest obligations at the end of calendar year 2015 and total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2015.

Name of Attached Document Listing Required Information

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(2)(ii)

Name of Attached Document Listing Required Information

<2019> Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(2)(v)

<2020> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 40% of its supported locations in the state on December 31, 2017 - 54.313(e)(3)

<2021> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 60% of its supported locations in the state on December 31, 2018 - 54.313(e)(4)

<2026> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 80% of its supported locations in the state on December 31, 2019 - 54.313(e)(5)

<2027> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 100% of its supported locations in the state on December 31, 2020 - 54.313(e)(6)

(3005) Rate Of Return Carrier Additional Documentation
Data Collection Form

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Complete the items below to note compliance with five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

	Progress Report on 5 Year Plan		
(3009)	Carrier certifies to 54.313(f)(1)(iii)		
(3010A)	Milestone Certification {47 CFR § 54.313(f)(1)(i)}		
(3010B)	Please Provide Attachment	Name of Attached Document Listing Required Information	
(3012A)	Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)}		
(3012B)	Please Provide Attachment	Name of Attached Document Listing Required Information	
(3013)	Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)}	(Yes/No)	
(3014)	If yes, does your company file the RUS annual report	(Yes/No)	
	Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:		
(3015)	Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)		
(3016)	Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows		
(3017)	If the response is yes on line 3014, attach your company's RUS annual report and all required documentation	Name of Attached Document Listing Required Information	
(3018)	If the response is no on line 3014, is your company audited?	(Yes/No)	
	If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:		
(3019)	Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers		
(3020)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows		
(3021)	Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit.		
	If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:		
(3022)	Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers		
(3023)	Underlying information subjected to a review by an independent certified public accountant		
(3024)	Underlying information subjected to an officer certification.		
(3025)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows		
(3026)	Attach the worksheet listing required information	Name of Attached Document Listing Required Information	

(3005) Rate Of Return Carrier Additional Documentation (Continued)

Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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Financial Data Summary

(3027) Revenue	
(3028) Operating Expenses	
(3029) Net Income	
(3030) Telephone Plant In Service(TPIS)	
(3031) Total Assets	
(3032) Total Debt	
(3033) Total Equity	
(3034) Dividends	

Name of Attached Document Listing Required Information

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4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)
Please address Line 4001 regarding compliance with the Commission's public interest obligations. All RBE participants must provide a response to Line 4001.

4001. Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

Community Anchor Institutions – FCC 14-98 (paragraph 79)

4003a. RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

4003b. Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year. Name of Attached Document Listing Required Information _____

Broadband Deployment Locations – FCC 14-98 (paragraph 80)

4004a. Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481. Name of Attached Document Listing Required Information _____

4004b. Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area. Name of Attached Document Listing Required Information _____

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

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TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: T-Mobile USA Inc.

Signature of Authorized Officer: CERTIFIED ONLINE Date 06/23/2016

Printed name of Authorized Officer: Chris Miller

Title or position of Authorized Officer: VP, Tax

Telephone number of Authorized Officer: 4253835931 ext.

Study Area Code of Reporting Carrier: 449066 Filing Due Date for this form: 07/01/2016

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Certification - Agent / Carrier
Data Collection Form

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TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I certify that (Name of Agent)_____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.

Name of Authorized Agent:

Name of Reporting Carrier:

Signature of Authorized Officer: Date:

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.

Name of Reporting Carrier:

Name of Authorized Agent Firm:

Signature of Authorized Agent or Employee of Agent: Date:

Name of Authorized Agent Employee:

Title or position of Authorized Agent or Employee of Agent

Telephone number of Authorized Agent or Employee of Agent:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Attachments

REDACTED FOR PUBLIC INSPECTION

(800) Operating Companies
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449066
<015>	Study Area Name	T-Mobile USA Inc.
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
<035>	Contact Telephone Number - Number of person identified in data line <030>	4253834000 ext.4215
<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<810>	Reporting Carrier	T-Mobile West LLC
<811>	Holding Company	T-Mobile USA, Inc.
<812>	Operating Company	T-Mobile West, LLC

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
T-Mobile Northeast LLC, VoiceStream Pittsburgh L.P., and T-Mobile Central LLC	179014	DBA T- Mobile
T-Mobile Northeast LLC	199016	DBA T- Mobile
T-Mobile South LLC	219013	DBA T- Mobile
Powertel/Memphis, Inc. and T-Mobile Central LLC	269024	DBA T- Mobile
Powertel/Memphis, Inc. and T-Mobile South LLC	289029	DBA T- Mobile
T-Mobile Central LLC	369014	DBA T- Mobile
T-Mobile West LLC	499013	DBA T- Mobile
T-Mobile West LLC	529013	DBA T- Mobile
T-Mobile Puerto Rico LLC	639003	DBA T- Mobile
MetroPCS California, LLC		MetroPCS
MetroPCS Florida, LLC		MetroPCS
MetroPCS Georgia, LLC		MetroPCS
MetroPCS Massachusetts, LLC		MetroPCS
MetroPCS Michigan, Inc.		MetroPCS
MetroPCS Nevada, LLC		MetroPCS
MetroPCS New York, LLC		MetroPCS
MetroPCS Pennsylvania, LLC		MetroPCS
MetroPCS Texas, LLC		MetroPCS

REDACTED FOR PUBLIC INSPECTION

CTIA
The Wireless Association®

Expanding the Wireless Frontier

Meredith Attwell Baker
President/CEO

August 4, 2015

Mr. John Legere
Chief Executive Officer
T-Mobile USA
12920 SE 38th Street
Bellevue, WA 98006-1350

Dear John:

Congratulations! This letter is to notify you that T-Mobile USA ("T-Mobile") has completed the recertification process for the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") for the period January 1, 2015 – December 31, 2015, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, T-Mobile is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of T-Mobile review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. Upon request, we will provide two specimens (color and black/white) of the Seal for T-Mobile's use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Thomas Power, CTIA's Senior Vice President & General Counsel, at (202) 736-3669 or tpower@ctia.org.

CTIA commends T-Mobile for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with T-Mobile on this important industry initiative.

Sincerely,

Meredith

Meredith Baker

c.c. Kelsey Joyce, Director of Legal Affairs, Marketing
Dave Miller, General Counsel

Attachment

EMERGENCY OPERATIONS PLAN

T-Mobile is able to function in emergency situations as set forth in Section 54.201(a)(2), which includes "a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."[1] In particular, T-Mobile has the following capabilities to remain functional in emergency situations:

- Availability of fixed and portable back-up power generators at various network locations throughout T-Mobile's network that can be deployed in emergency situations.
- Ability to reroute traffic around damaged or out-of-service facilities through the deployment of cell-on-wheels ("COWs"), redundant facilities, and dynamic rerouting of traffic over alternate facilities.
- A network control center that monitors network traffic and anticipates traffic spikes, and can then (i) deploy network facilities to accommodate capacity needs, (ii) change call routing translations, and (iii) deploy COWs to temporarily meet traffic needs until longer-term solutions, such as additional capacity and antenna towers can be deployed.
- The majority of sites not equipped with fixed generators have battery back-up systems installed to maintain service in the event of a widespread power outage.

[1] 47 C.F.R. § 54.202(a)(2).

T-Mobile USA
Business Continuity Program Summary

T-Mobile USA, Inc. ("T-Mobile") is committed to safeguarding the interests of our customers, employees and stakeholders in the event of an emergency or significant business disruption. As a result T-Mobile has and maintains an enterprise-wide Business Continuity Program designed to provide effective responses to a wide variety of disruptive events. T-Mobile's Business Continuity Program is centralized in its design and decentralized in its implementation, promoting active involvement in the program by all lines of business in all locations.

Primary components of the T-Mobile Business Continuity Program include:

- Enterprise Business Continuity Project Initiation and Oversight
- Risk Evaluation and Controls
- Business Impact Assessment and Analysis
- Business Continuity and Disaster Recovery Strategic Direction
- Crisis Response, Emergency Response, and Operations
- Business Continuity Plan Development, Maintenance, and Exercising
- Awareness and Training Programs
- Public Relations and Crisis Response and Resumption Coordination
- Coordination with External Agencies

A team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This group supports the line of business continuity planning and defines enterprise tools and methodologies. This level of consistency across the lines of business enhances T-Mobile's overall planning and resumption efforts.

T-Mobile also maintains backup and alternate power sources at mission critical locations, and has information processing and telecommunications back-up sites that provide redundancy that is important to protecting key business information and services. Business Continuity Plans are housed in a centralized online repository, accessible to employees in office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites throughout the enterprise.

The T-Mobile USA Business Continuity Program is designed and maintained to proactively mitigate the risk of threats to T-Mobile's customers, employees, and stakeholders. As such the program is revised and updated as needed to address potential and emerging hazards.

For more information on the T-Mobile Business Continuity Program, please send inquiries to: business.continuity@t-mobile.com

August, 2009

T-MOBILE LIFELINE RATES, TERMS AND CONDITIONS OF SERVICE

General Information

T-Mobile's designation as an Eligible Telecommunications Carrier ("ETC") in Texas was confirmed when the FCC authorized T-Mobile for Mobility Fund Phase I support disbursements on June 24, 2013. Accordingly, when T-Mobile commences offering service in its ETC service area, T-Mobile will make available Lifeline service offerings to qualified low-income consumers that meet all applicable Lifeline requirements based on federal and state rules and orders governing the Low Income mechanism of the Federal Universal Service Fund ("FUSF"). T-Mobile has implemented the internal controls and processes to ensure compliance with the FCC's rules and all applicable requirements in other states, and plans to utilize the same controls and processes to the extent applicable in Texas when it commences offering service in its ETC service area. T-Mobile also plans to comply with any state specific requirements, including all then-applicable rules and any process required by the Low Income Discount Administrator.

T-Mobile's Lifeline Service Rates

When T-Mobile commences offering service in its ETC service area, T-Mobile plans to make Lifeline benefits available to qualifying consumers at rates consistent with the then-applicable state and federal rules.

In particular, consistent with applicable requirements, T-Mobile plans to make the following rate plan options available to qualifying consumers in Texas.

Rate Plans	**T-Mobile Postpaid Basic Rate Plan**
Monthly Rate before Lifeline discount	$19.99

Applicable Lifeline Discount[1]	$10.00
Monthly rate for qualified low-income consumers[2]	$9.99
Talk	Unlimited
Text	Not included Available for purchase
Web	Not available
Nationwide calling	No extra charge
Addt'l line(s) monthly cost	Not available
Activation Fee	None
SIM card or SIM Starter Kit	$20.00

Additionally, and consistent with the then-applicable rules, T-Mobile will make Lifeline benefits available to qualifying consumers on other individual rate plans that include basic voice service that otherwise meet all applicable requirements if required. The rates for T-Mobile individual rate plans are generally available online at www.t-mobile.com.

T-Mobile's Lifeline service offerings will provide consumers with access to traditional local voice services that are supported by the low-income mechanism of the FUSF and several other consumer benefits. For example, calls to 911 and to customer service (dialing 611 from the mobile handset) will be free calls, including that for customers on measured rate plans regardless of whether the customer has sufficient remaining minutes available in their account, and those calls will not be deducted from the monthly included minutes or charged as additional minutes. Additionally, qualified consumers who subscribe to T-Mobile's Lifeline offerings will not be charged a fee for local number portability or the FUSF. In addition to local voice services, Lifeline customers will also have the ability to use their phone throughout T-Mobile's

[1] T-Mobile plans to offer a $10.00 discount which consists of the $9.25 federal interim flat rate and $0.75 company contribution. T-Mobile plans to only seek reimbursement for the $9.25 federal Lifeline discount amount from the FUSF.
[2] Taxes and fees additional.

nationwide network and T-Mobile roaming partner networks. Lifeline service will include many standard calling features at no additional charge, including voice mail, caller identification and call-waiting services.

Customers who receive Lifeline benefits may also have access to other services such as directory assistance, international dialing and other information type services that will be charged per use depending on the offering they select. These services, if provided, will be available on a pay per use basis and the current charges for these services will be made available to customers at the time of activation, on the applicable website for the service offering, and upon request by dialing 611 (a free call from a T-Mobile phone). Lifeline customers will have the option to decline or block such services at no additional charge.

To the extent required, T-Mobile will also make available other Lifeline service offerings to qualified low-income consumers, consistent with all applicable requirements.

Lifeline Terms and Conditions of Services

Lifeline consumers will be required to meet all applicable eligibility requirements to obtain Lifeline service from T-Mobile. As an eligible Lifeline consumer, customers of T-Mobile will be subject to all applicable federal and state requirements governing Lifeline service. Lifeline customers will also be required to comply with the terms and conditions Lifeline service. T-Mobile will not require its Lifeline customers to complete a credit check nor will a Lifeline qualified consumer required to commit to a service agreement term based solely on the fact that s/he is qualified to receive Lifeline benefits. The current terms and conditions for T-Mobile are included as Attachment 1 and are set forth in the T-Mobile Terms and Conditions available at www.t-mobile.com. To the extent T-Mobile makes Lifeline benefits available other

service offerings in the future, the terms and conditions of service will be consistent with all applicable requirements.

Attachment 1

T-Mobile Terms and Conditions

Did you activate (or renew) service prior to March 17, 2016? If yes, please click the date for the applicable version of the Terms and Conditions: February 17, 2016 | January 25, 2016 | November 14, 2015 |June12, 2015 | March 18, 2015 |November 10, 2014 |March 27, 2014 |October 20, 2013 |December 30, 2011 |July 24, 2011 |July 18, 2010 |June 28, 2008 | December 2004

T-Mobile Terms & Conditions

Effective as of March 17, 2016

Thanks for choosing T-Mobile. Please read these Terms & Conditions ("T&Cs"), which contain important information about your relationship with T-Mobile, including mandatory arbitration of disputes between us, instead of class actions or jury trials. You will become bound by these provisions once you accept these T&Cs.

WHO IS THIS AGREEMENT WITH?

These T&Cs are an agreement between you and us, T-Mobile USA, Inc., and our controlled subsidiaries, assignees, and agents.

HOW DO I ACCEPT THESE T&Cs?

You accept these T&Cs by doing any of the following things:

- giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- activating, using or paying for the Service or a Device; or
- opening the Device box.

If you don't want to accept these T&Cs, don't do any of these things.

When you accept, you're 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 contract. If you accept for an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

In these T&Cs, you'll find important information about:

- T-Mobile 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; and
- Resolution of disputes by arbitration and class action waiver (full terms available here).

ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

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

You should also be aware that our Privacy Policy and Open Internet Policy apply to the use of our products and services.
You might also have other agreements with us, such as an equipment installment plan or JUMP! On Demand Lease Agreement.

***HOW DO I RESOLVE DISPUTES WITH T-MOBILE?**

By accepting these T&Cs, you are agreeing to resolve any dispute with us through binding arbitration (unless you opt out) or small claims dispute procedures, and to waive your rights to a class action suit and jury trial. Your complete arbitration agreement, including opt-out instructions, is available here, and the opt-out website is available here. For additional terms and conditions governing a dispute between us, including how to dispute Charges on your bill, choice of law, disclaimers of certain warranties, limitations of liabilities, and your indemnification obligations, click here.

WHAT IS A RATE PLAN?

Your "Rate Plan" includes your Service allotments, for example, for minutes, messages or data, rates, coverage and other terms. You can check your current usage by visiting my.T-mobile.com, using the T-Mobile My Account app, or by using a short code from your Device (you can find more information about the short code at www.t-mobile.com). If any term in your Rate Plan conflicts with these T&Cs, the term in your Rate Plan governs.

HOW WILL I BE CHARGED FOR DATA USAGE?

Data service may be included in your Rate Plan or data pass or you may be charged for data usage on a pay per use basis ("Data Plan"). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current usage by visiting my.T-mobile.com, using the T-Mobile My Account app, or by using a short code from your device (you can find more information about the short code at www.t-mobile.com). If you do not have a Data Plan, your Device may not be able to access data services.

ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?

The terms of these T&Cs apply to prepaid customers, and additional terms specific to prepaid customers may be found here.

HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

If you want someone else to be able to access and manage your account, you can establish them as an "Authorized User," so they can:

- Make changes to your account;
- Add or remove services or features to your account;
- Receive notices and disclosures on your behalf;
- Purchase Devices for use with our Service, including under an installment plan; and
- Incur Charges on your account.

The easiest way to designate an Authorized User is through your my.T-mobile.com account. Keep in mind that you should not share your account validation information, which includes the last four digits of your social security number or your passcode. This information is sensitive so take steps to protect it. We will treat presentation of the proper account validation information as authorized access to an account.

WHERE, HOW, AND WHEN DOES MY SERVICE WORK?

These T&Cs 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, click here. You agree that we are not liable for problems relating to Service availability or quality.
- For more information about roaming, click here.
- To provide the best possible experience for the most possible customers, we prioritize the data usage of a small percentage of our data customers who use the highest amount of data (currently, more than 25GB) below that of other customers in times and locations where there are competing customer demands for network resources. Click here for more information.
- We utilize streaming video optimization technology in our network, as a customer-controlled feature on qualifying plans, which helps to minimize high speed data consumption, while also improving the service experience for all customers. Some qualifying video providers may choose to opt-out of the Binge On program, see listing. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled.
- Additionally, we may implement other network practices, such as caching less data.

- Our Open Internet Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices.

***WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. Your Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of our Services and your Device are permitted and others are not. For examples of permitted and prohibited uses, click here. If you buy, lease, or finance a Device manufactured for use on our network, you agree, and we rely on your agreement, that you intend it to be activated on our Service and will not resell or modify the Device, or assist anyone doing so.

***WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?**

You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. Click here to learn more about how we handle Charges that are incurred after you report that your Device is lost or stolen.

***HOW WILL I BE BILLED FOR USE OF THE SERVICES?**

You agree to pay all Charges we bill you or that were accepted or processed through all Devices on your account. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. You will receive an electronic (paperless) bill unless you tell us you want a paper bill. You have the option of switching to a paper bill at no cost to you by changing your billing preferences at My T-Mobile, using the T-Mobile My Account app, or by contacting Customer Care. For more information about paperless billing, please visit www.t-mobile.com/billterms.

Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your T-Mobile bill. For no additional cost you can block third party charges from being included on your T-Mobile bill by logging into your account at www.my.T-Mobile.com or calling Customer Care. For more information about billing, click here.

WHAT IF I DON’T PAY ON TIME?

We may charge a late fee of the greater of 1.5% per month (18% annually) or $5 per month and a returned payment fee up to $35, subject to the maximum allowed by law. We may use a collection agency to collect past due balances and you agree to pay collection agency fees. If we accept late or partial payments, you still must pay us the full amount you owe, including late fees. We will not honor limiting notations you make on or with your checks. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

***DOES T-MOBILE CHECK MY CREDIT?**

Yes, for many of our products and services. We may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may also report your payment record to credit-reporting agencies.

AM I REQUIRED TO MAKE A DEPOSIT?

We may require you to make a deposit or prepayment for Services. We can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. This deposit is refundable, and will be applied as a credit to your account along with interest as may be required by law.

CAN T-MOBILE ACCESS MY DEVICE?

We may remotely change software, systems, applications, features or programming on your Device without notice. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. You will not be able to use your Device during the installation of the changes, even for emergencies.

CAN I DOWNLOAD AND USE THIRD PARTY CONTENT AND APPS ON MY DEVICE?

Yes. You are free to download and use content or applications ("Content & Apps") on your Device that are not provided by T-Mobile, at your own risk. Third party Content & Apps may require your agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our network without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

***LICENSE**

Your Device's Software is licensed, not sold, to you by T-Mobile and/or other licensors for your personal, lawful, non-commercial use on your Device only. You may only use the Software as authorized by its license. Your Device's "Software" includes its software, interfaces, documentation, data, and Content & Apps, as each may be updated or replaced by feature enhancements or other updates. For additional information regarding these license terms, including restrictions on your use of the Software, please click here.

***WHAT IS THE TERM OF THESE T&Cs?**

As the Un-Carrier, we did away with annual service contracts. You are free to go, although we'd be sad to see you leave. You are responsible for all Charges incurred through the end of your Service term. In addition, cancellation of Service may affect other agreements that you have with us, including equipment installment plans or lease agreements where some of your payments may be accelerated upon cancellation.

CAN T-MOBILE CHANGE OR TERMINATE MY SERVICES OR THIS AGREEMENT?

Yes. Except as described below for Rate Plans with the price-lock guarantee, we may change, limit, suspend or terminate your Service or this Agreement at any time, including if you engage in any of the prohibited uses described here or no longer reside in a T-Mobile-owned network coverage area. Under certain limited circumstances, we may also block your device from working on our network. If the change to your Service or Rate Plan will have a material adverse effect on you, we will provide 14 days' notice of the change. You'll agree to any change by using your Service after the effectiveness of the change.

If you are on a price-lock guaranteed Rate Plan, we will not increase your monthly recurring Service charge ("Recurring Charge") for the period that applies to your Rate Plan, or, if no specific period applies, for as long as you continuously remain a customer in good standing on a qualifying Rate Plan. If you switch plans, the price-lock guarantee for your new Rate Plan will apply (if there is one). The price-lock guarantee does not include taxes, surcharges, fees, or charges for extra features or Devices. If your Service or account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee. For information about our unlocking policy, click here.

***YOUR CONSENT TO BE CONTACTED**

We may contact you without charge, on any wireless telephone number assigned to your account for any purpose, including marketing messages, and in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other account or service related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that T-Mobile, and anyone contacting you on our behalf, may communicate with you in any manner, including using a pre-recorded or artificial voice, or using an automatic telephone dialing system to place calls or send messages, alerts, or an automatic e-mail system to deliver email messages. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service and account.

HOW DO WE NOTIFY EACH OTHER?

You may contact us at www.T-Mobile.com, by calling 1-877-453-1304 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers** contact us at: T-Mobile Customer Relations, 654 Muñòz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Electronic notices are considered delivered when sent. Mail notices are

considered delivered 3 days after mailing. For multi-line accounts, we may assign a "Primary Telephone Number" to your account for the purpose of receiving notices, as well as for other purposes. If you would like to change it, contact us.
To begin arbitration or other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For **Puerto Rico customers**, our registered agent is The Prentice-Hall Corporation System, Puerto Rico, Inc. and can be contacted at FGR Corporate Services, Inc., Oriental Bank Building, Suite P-1, 254, Muñoz Rivera Avenue, San Juan, Puerto Rico, 00918, phone: 1-800-927-9801.

EMERGENCY ALERTS

We have chosen to offer wireless emergency alerts, within portions of its coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visithttp://www.t-mobile.com/Company/CompanyInfo.aspx?tp=Abt_Tab_CompanySafety&tsp=Abt_Sub_WirelessEmergencyAlerts .

***WHAT ELSE DO I NEED TO KNOW?**

Click here for additional terms that apply to you.

Dispute Resolution

***HOW DO I RESOLVE DISPUTES WITH T-MOBILE?**

Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT . This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below).
THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).
Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION**

PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the "Opt Out Deadline") . You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or online at www.T-Mobiledisputeresolution.com **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**
For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address provided in the "How Do We Send Notices to Each Other" Section below. You and we each agree to negotiate your claim in good faith. If you and we are unable to resolve the claim within 60 days after we receive your claim description, you may pursue your claim in arbitration. You and we each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings . You must send a letter requesting arbitration and describing your claim to our registered agent (see the "How Do We Send Notices to Each Other" section below) to begin arbitration. The arbitration of all disputes will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under $75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be

frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. **Puerto Rico customers**: See below for details on the Puerto Rico Telecommunications Dispute Procedure.
CLASS ACTION WAIVER . **YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION** . If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. **If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**
JURY TRIAL WAIVER . If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL**.
PUERTO RICO CUSTOMERS : We will provide you with a determination regarding any dispute you present to us within 15 days after we receive it. You will have 20 days from the mailing date of the notification to request a reconsideration of our determination. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed handwritten or typewritten, and must be signed by you. You must send us a copy of your document to the following address: 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. You must send your petition for review to the Puerto Rico Telecommunications Regulatory Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulations 8065 promulgated on August 31, 2011 by the Telecommunications Board regarding the procedures for customer's dispute resolution and suspension of Services.

Other Terms Regarding Dispute Resolution

***HOW CAN I DISPUTE MY CHARGES?**

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting www.T-Mobile.com, by calling 800-937-8997 or 611 from your Device, or by writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. 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 your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or Charge, 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.

***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 or court 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.

***DISCLAIMER OF WARRANTIES**

Except for any written warranty that may be provided with a T-Mobile 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 can't and don't promise uninterrupted or error-free service and don't authorize anyone to make any warranties on our behalf. This doesn't 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 T-Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.
***LIMITATION OF LIABILITY**
Unless prohibited by law, you and we each agree to limit claims for damages or other monetary relief against each other to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against any other party to the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, for any information (like pictures) that gets lost or deleted if we work on your Device, or for failure or delay in connecting a call or text to 911 or any other emergency service. Except to the extent prohibited by law, all claims must be brought within 2 years of the date the claim arises.
***INDEMNIFICATION**
You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account or that you allow to use the Service or your Device.

Additional Terms for Prepaid Customers

Your T-Mobile prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service you must have a T-Mobile prepaid Service account balance for pay as you go service or be on an active prepaid plan. Service will be suspended when your account balance reaches zero and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for 30 days, however, depending on the time of day that you activate your Service or that your Service expires, your service cycle may not equal 30 full 24 hour days. Your monthly plan will automatically renew at the

end of 30 days if you have a sufficient T-Mobile prepaid Service account balance to cover your prepaid Service plan before the first day after your service cycle. If you do not have a sufficient T-Mobile prepaid Service account balance, your prepaid Service will be suspended unless you move to a pay as you go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Coverage specific to our prepaid Service may be found at http://prepaid-phones.t-mobile.com/prepaid-coverage and differs from coverage related to our postpaid Service.

Using Our Network

WILL MY SERVICE VARY? WHAT FACTORS MAY AFFECT MY SERVICE?

As our customer, your actual Service area, network availability, coverage and quality may vary based on a number of factors, including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and service availability.

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 and minimize capacity issues and degradation in network performance, we may, without advance notice, take any actions necessary to manage our network on a content-agnostic basis, including prioritizing the data usage of a small percentage of data customers who use the highest amount of data (currently, more than 25GB) below that of other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle. Where the network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in the vast majority of times and locations. At times and locations where the network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they

are engaged in data-intensive activities. We constantly work to improve network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See www.T-Mobile.com/OpenInternet for details.

Roaming

***CAN I ROAM ON MY DEVICE?**

Domestic Roaming: Your Device may connect to another provider's network ("Off-Net"). This may happen even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. Please do not abuse this; we may limit or terminate your Service if you do.

International Roaming & Dialing: Availability and features offered for international roaming and dialing vary depending on your Rate Plan and Device. All countries may not be available for roaming and available countries may change from time to time; click here for more information about which countries are currently available for roaming. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you may be charged international rates (including for voicemails left for you and for data usage). This includes per minute rates for calls and per minute rates for calls transferred to your voicemail and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for you and regardless of whether your Device is on or off. Different rates and rounding increments apply in different countries. Click here for information on international access, rates, Services and coverage. While roaming internationally, your data throughput may be reduced and your Service may be otherwise limited or terminated at any time without notice. You are responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

Streaming Video

We deploy streaming video optimization technology in our network as a customer-controlled feature on qualifying plans, which also helps to ensure that available network capacity can be utilized to provide a good service experience for the maximum number of customers. The optimization technology is intended to manage data usage on the

network, reduce the risk of streaming video stalling and buffering on mobile devices, and reduce the amount of high-speed data consumed for streaming video, making room for other users to enjoy higher speeds. Some qualifying video providers may choose to opt-out of the Binge On program, see listing. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled. Video optimization occurs only to data streams that are identified by our packet-core network as video. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's device. Plans that feature this technology allow customers to choose to enable (and disable) video streaming optimization when connected to the cellular network, unless a provider has chosen to opt-out, see listing. When Binge On is enabled, video is typically delivered at DVD quality (480p or better) unless a provider has chosen to opt-out.
For more information about video optimization, click here

Examples of Permitted and Prohibited Uses of the Service and Your Device

Permitted uses 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 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 3 billing cycles within any 12 month period;
- 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 T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

Information about 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 in excess of your Rate Plan Charges, applicable taxes, fees, and surcharges. If Charges are incurred before you notify us, you are not liable for Charges you did not authorize. However, the fact that your Device or account was used is some evidence of authorization. You may request us to investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. If you request that we not suspend your Service, you will remain responsible for all Charges incurred. We may prevent a lost or stolen Device from registering on our and other networks.

You can click here to learn about additional anti-theft measures that may apply to you.

Billing Information

Please read the following for more information about how we bill for calls, data usage and messaging, Wi-Fi usage, third party charges, taxes, and surcharges.

Usage : Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). For voice calls, we round up any fraction of a minute to the next full minute. Depending upon your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or at the time you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages. Additional blocking options are available at www.my.T-Mobile.com. Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan allotments in a later billing cycle. Unused Rate Plan allotments expire at the end of your billing cycle. You may be billed additional Charges for certain features and services. Charges for Wi-Fi usage may differ; see your Rate Plan for more details.
Taxes: You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to these charges. To determine taxes & fees, we use the street address you identified as your Place of Primary Use (“PPU”). The PPU for **Puerto Rico customers** must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. Except as may be otherwise required by law, in the event you dispute your PPU 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 60 days of the date of our bill containing such tax or fee. Regardless of any rate plan guarantee, taxes and fees may change from time to time without notice.
Surcharges : You agree to pay all surcharges. Surcharges are not mandated or imposed on you by law, they are T-Mobile Charges that are determined, collected and retained by us. The components and amounts of the 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, and gross receipts taxes). Surcharges assessed to you may vary depending on the type of Service

you have. Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. You can find the surcharges in either the “Taxes, Fees & Surcharges”, “T-Mobile Fees and Charges” or the “Other Charges” sections of your bill. Regardless of any rate plan guarantee, surcharges may change from time to time without notice.

Additional Software License Terms

Except as permitted by applicable law, you may not assign, transfer, sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, or reverse engineer all or any part of the Software, or alter, disable or circumvent any digital rights management security features embedded in the Software. The Software may not be transferable from one Device to another Device. You may not create derivative works of all or any part of the Software. You agree the Software contains proprietary content and information owned by T-Mobile, its licensors, and/or other third parties. T-Mobile, its licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You agree that your violation of the Software license harms T-Mobile, its licensors, and/or other third parties, which cannot be fully redressed by money damages, and that T-Mobile, its licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

Additional Terms

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. Except as provided in the Section entitled “How Do I Resolve Disputes with T-Mobile”, if any part of the Agreement is held invalid that part may be severed from the Agreement.

You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of this Agreement or your debt will not change or relieve your obligations under this Agreement.

The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents.

The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control.

If you believe that any material residing on our system or network infringes your copyright, notify our Designated Agent by using the Digital Millennium Copyright Act (DMCA) notice procedure described atwww.T-Mobile.com/DMCA.htm (es.T-Mobile.com/DMCA.htm for our Spanish website). Our Designated Agent is Christina Kirkpatrick, 12920 S.E. 38th Street, Bellevue, WA 98006; copyrightagent@t-mobile.com; phone: 425-383-4000. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in its sole judgment, to suspend or terminate the Service of any subscriber, account holder, or user who is deemed to be a repeat or blatant infringer of copyrights.

Print-Friendly version