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 West LLC
<020>	Program Year	2016
<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>	425-383-4215
<039>	Contact Email Address: Email of the person identified in data line <030>	rhonda.thomas63@t-mobile.com

ANNUAL REPORTING FOR ALL CARRIERS

(check box when complete)

			54.313 Completion Required	54.422 Completion Required
<100>	Service Quality Improvement Reporting	(complete attached worksheet)		
<200>	Outage Reporting (voice)	(complete attached worksheet)		✓
<210>	✓ <-- check box if no outages to report			
<300>	Unfulfilled Service Requests (voice)			
<310>	Detail on Attempts (voice)	(attach descriptive document)		
<320>	Unfulfilled Service Requests (broadband)			
<330>	Detail on Attempts (broadband)	(attach descriptive document)		
<400>	Number of Complaints per 1,000 customers (voice)			
<410>	Fixed	NA		✓
<420>	Mobile	[redacted]		
<430>	Number of Complaints per 1,000 customers (broadband)			
<440>	Fixed			
<450>	Mobile			
<500>	Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)		✓
<510>		(attached descriptive document)		✓
<600>	Functionality in Emergency Situations	(check to indicate certification)		✓
<610>		(attached descriptive document)		✓
<700>	Company Price Offerings (voice)	(complete attached worksheet)		
<710>	Company Price Offerings (broadband)	(complete attached worksheet)		
<800>	Operating Companies and Affiliates	(complete attached worksheet)		✓
<900>	Tribal Land Offerings (Y/N)? ○ ○	(if yes, complete attached worksheet)		
<1000>	Voice Services Rate Comparability Certification			
<1010>		(attach descriptive document)		
<1100>	Certify whether terrestrial backhaul options exist (Yes or No) ○ ○	(if not, check to indicate certification)		
<1110>		(complete attached worksheet)		
<1200>	Terms and Condition for Lifeline Customers	(complete attached worksheet)		✓

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>		(check to indicate certification)		
<2005>		(complete attached worksheet)		

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>		(check to indicate certification)		
<3005>		(complete attached worksheet)		

(200) Service Outage Reporting (Voice)
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

<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
No outages to report.											

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(800) Operating Companies
Data Collection Form

FCC Form 481
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July 2013

<010>	Study Area Code	449066
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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**
Attached.		

attachmentSortOrder=4,
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19,
attachmentNumRows=23

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

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

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 West LLC		
Signature of Authorized Officer:	Chris Miller	Date	6/30/15
Printed name of Authorized Officer:	Chris Miller		
Title or position of Authorized Officer:	VP of Tax		
Telephone number of Authorized Officer:	425-383-4000		
Study Area Code of Reporting Carrier:	449066	Filing Due Date for this form:	7/1/2015

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

(800) Operating Companies
Data Collection Form

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<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	179014	DBA T-Mobile
~~T-Mobile Central LLC~~		
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
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
Powertel/Memphis, Inc. and T-Mobile South LLC	289029	DBA T-Mobile

449066

Texas

<510>

Service Quality Standards & Consumer Protection Rules Compliance

CTIA
The Wireless Association®

Expanding the Wireless Frontier

Meredith Attwell Baker
President/CEO

June 17, 2014

Mr. John Legere
President & 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, 2014 – December 31, 2014, 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 Michael Altschul, CTIA's Senior Vice President & General Counsel, at (202) 736-3248 or maltschul@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.

looking forward to a visit to Seattle!

Sincerely,

Meredith

Meredith Baker

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

Attachment

449066

Texas

<610>

Functionality in Emergency Situations

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

449066

Texas

<1210>

Rates, Terms and Conditions of Lifeline Plans

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**	**Walmart Family Mobile, powered by T-Mobile**	
		Plan #1	**Plan #2**
Monthly Rate before Lifeline discount	$19.99	$29.88	$39.88
Applicable Lifeline	$10.00	$10.00	$10.00

Discount[1]			
Monthly rate for qualified low-income consumers[2]	$9.99	$19.88	$29.88
Talk	Unlimited	Unlimited	Unlimited
Text	Not included Available for purchase	Unlimited	Unlimited
Web	Not available	Not available	Unlimited
Nationwide calling	No extra charge	No extra charge	No extra charge
Addt'l line(s) monthly cost	Not available	$19.88	$34.88
Activation Fee	None	None	None
SIM card or SIM Starter Kit	$10.00	$25.00	$25.00

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.

In addition to its traditional T-Mobile brand offerings, T-Mobile also offers a product that is made available through an exclusive partnership with Walmart. The product is known as Family Mobile, powered by T-Mobile (Family Mobile). Family Mobile service is sold exclusively through Walmart and offers customers the same great quality service that T-Mobile offers its direct customers as well as access to some services and features. Family Mobile customers who qualify for Lifeline service will receive all the traditional benefits of T-Mobile Lifeline offerings described above and will be able to make payments in store, by phone or online 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 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. The current terms and conditions for the Family Mobile Offerings are included as Attachment 2 and are set forth in the Family Mobile Services Agreement available at www.myfamilymobile.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 November 10, 2014? If yes, please click the date for the applicable version of the Terms and Conditions: 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 March 18, 2015.

Your agreement with "T-Mobile" (defined as T-Mobile USA, Inc., and its controlled subsidiaries, assignees, and agents) includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at www.T-Mobile.com (collectively "Agreement"). Your Rate Plan includes your 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 T&Cs, the term in your Rate Plan will govern. **Your Agreement applies to each line of Service, although different T&Cs may apply to different lines of Service on your account.**

Please read these T&Cs carefully. They cover important information about T-Mobile services provided to you ("Service"); your authorized phone, handset, device, SIM card, data card, or other equipment or third party device for which we provide Service (collectively "Device"); 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 T&Cs include information on fees for early termination (if applicable to your Rate Plan), Rate Plan changes, late payments, limitations of liability, privacy information, and resolution of disputes by arbitration instead of in court**.

If you give someone your personal account validation information, they can access and manage your account. Your personal account validation information includes the last four digits of your social security number or your passcode. In addition, you may establish "Authorized Users" to manage your account. You, any individual you give your personal account validation information to, and any Authorized User on your account, will each have access to your account information, and each will be able to:

- Make changes to your account;
- Add services or features to your account;
- Remove services or features from your account;
- Receive notices and disclosures on your behalf; and
- Purchase Devices for use with our Service.

All of these activities may result in additional fees, payments due, or Charges to your account, a new minimum term for the line(s) of Service, and/or a new agreement or payment terms that will apply to the account, or to the purchase of Devices. The agreements which are made on your behalf may include retail installment sales agreements for the purchase of Devices to use with our Service. You agree that you will be bound by all such notices, disclosures, changes and terms of agreement, and obligated to pay any resulting fees, payments or Charges. Authorized changes may require your agreement to new T&Cs.

1. Acceptance. YOUR AGREEMENT WITH T-MOBILE STARTS WHEN YOU ACCEPT. You represent that you are at least 18 years old (21 years old or legally emancipated if you are a Puerto Rico customer) and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using the Service (d)using your service after you make a change or addition; (e) paying for the Service or a “T-Mobile Device” (a Device purchased from T-Mobile, a T-Mobile dealer, or other T-Mobile authorized retailer (“Dealer”)); or (f) opening the T-Mobile Device box or failing to activate Service within 30 days after the purchase of your T-Mobile Device, unless returned within the Cancellation Period (as defined in Section 4). **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

2. * Dispute Resolution and Arbitration. 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 or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite

the choice of law provision in Section 27). 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, OR FOR A LINE OF SERVICE THAT WAS ACTIVATED PRIOR TO JUNE 28, 2008, WITHIN 30 DAYS FROM THE FIRST TIME AFTER DECEMBER 30, 2011 WHEN YOU AGREED TO EXTEND OR RENEW YOUR TERM OF SERVICE FOR THAT LINE (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 completing the opt-out form located 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 in Section 16 below. We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive your claim description, you may pursue your claim in arbitration. 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 Section. 16) to begin arbitration. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims less than $75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over $75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than $75,000. For claims that total more than $75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. 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, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.**Puerto Rico customers**: Refer to Section 15 for details on the Puerto Rico Telecommunications Dispute Procedure.

CLASS ACTION WAIVER. **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, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL**.

3. * Your Term of Service and Early Termination Fees. Some Rate Plans are month-to-month and some Rate Plans require a Service Term. Your "Term" is the period of time for which you have agreed to maintain Service with us. Periods of suspension of Service do not count toward your Term. After your Term ends, you will become a month-to-month customer. Except for month-to-month customers, **AN EARLY TERMINATION FEE WILL APPLY TO EACH LINE OF SERVICE IF YOU DO NOT MAINTAIN YOUR AGREED-UPON SERVICES THROUGH THE END OF YOUR TERM FOR THAT LINE OF SERVICE, OR IF WE TERMINATE YOUR SERVICE EARLY (see Section 19). THE EARLY TERMINATION FEE IS: $200 IF TERMINATION OCCURS WITH MORE THAN 180 DAYS REMAINING ON YOUR TERM; $100 IF TERMINATION OCCURS WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; $50 IF TERMINATION OCCURS WITH 31 TO 90 DAYS REMAINING ON YOUR TERM; AND THE LESSER OF $50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF TERMINATION OCCURS IN THE LAST 30 DAYS OF YOUR TERM**. Some Devices require maintaining certain features or Services (e.g. a data plan) as part of your Rate Plan, and cancelling them

before the end of your Term will result in an Early Termination Fee. **The Early Termination Fee is part of our rates and is not a penalty**. The Early Termination Fee applies only to the extent permitted by law. If you terminate your Service, your termination will be effective at the end of your current billing cycle, and you will remain responsible for all fees and Charges for your Service and usage through the end of that billing cycle. If we terminate your Service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination. You can request us to port your number to another carrier, and Service for that number will be terminated when the porting is complete. If you port your number, you are responsible for all usage and Charges through the end of your current billing cycle. If you bought your wireless Device from a Dealer, they may charge a separate fee associated with cancellation.

4. * Cancellation and Returns. **Service Cancellation**: You can cancel a new line of Service, and if applicable, not pay an Early Termination Fee, if you cancel **WITHIN 14 DAYS** of activating that new line of Service (some states may differ – ask your sales representative) ("Cancellation Period"). You remain responsible for all Charges incurred through the date of cancellation. To cancel Service during the Cancellation Period, you may be required to go to the place where you activated Service and return any T-Mobile Device you acquired at the time of activation. You must return your T-Mobile Device in its package with all original contents, undamaged and in good working condition with no material alterations to the Device's hardware or software. If you do not return your T-Mobile Device or if you return your T-Mobile Device in a damaged, altered or destroyed condition, we may take one or more of the following actions: (a) prevent your T-Mobile Device from working on any network; (b) charge you the Early Termination Fee(if your line of Service is subject to an early termination fee); (c) elect not to process your Service cancellation; or (d) charge you the suggested retail price or the cost to repair a damaged, destroyed, or non-returned T-Mobile Device, (which may be greater than the price you paid), plus any shipping and handling charges. **Device Refunds and Restocking Fees**: For T-Mobile Device and accessory returns and exchanges, see the applicable return policy, which is available at your place of purchase. Some T-Mobile Devices and accessories may not be refunded or exchanged, and you may be required to pay a restocking fee.

5. Changes to Your Service. You may be unable to change your Rate Plan, including services and features associated with your Rate Plan. You may request to change to another Rate Plan during your Term, and if we authorize the change, you may be charged a migration fee of up to the amount of the Early Termination Fee for each line of service, and you may continue to be bound to your existing Term or an extended

Term. The amount of the migration fee will decrease as the time remaining on your Term decreases. For specific information about changing your Rate Plan, including migration fee details, call T-Mobile.

6. Our Rights to Make Changes. This section describes how changes may be made to your Agreement, is subject to requirements and limitations imposed by applicable law, and will not be enforced to the extent prohibited by law. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. Except as described below for Rate Plans with the price-lock guarantee, WE CAN CHANGE ANY TERMS IN THE AGREEMENT AT ANY TIME. YOU MAY CANCEL THE AFFECTED LINE OF SERVICE WITHOUT AN EARLY TERMINATION FEE (if applicable) IF: (A) WE CHANGE YOUR PRICING IN A MANNER THAT MATERIALLY INCREASES YOUR RECURRING CHARGE(S) (the amount you agreed to pay for voice, data and messaging, which does not include overage, pay-per-use or optional services (such as 411, or downloads), or taxes and fees); (B) WE MATERIALLY DECREASE THE SERVICE ALLOTMENTS WE AGREED TO PROVIDE TO YOU FOR YOUR RECURRING CHARGE; OR (C) WE MATERIALLY CHANGE A TERM IN THESE T&Cs OTHER THAN PRICING IN A MANNER THAT IS MATERIALLY ADVERSE TO YOU. WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS' NOTICE OF ANY CHANGE WARRANTING CANCELLATION OF THE AFFECTED LINE OF SERVICE AND YOU MUST NOTIFY US OF YOUR INTENT TO CANCEL SERVICE WITHIN 14 DAYS AFTER YOU RECEIVE THE NOTICE, OR AS OTHERWISE PROVIDED IN THE NOTICE. IF YOUR RATE PLAN IS SUBJECT TO AN EARLY TERMINATION FEE, YOUR ONLY REMEDY FOR ANY CHANGE THAT WARRANTS CANCELLING SERVICE FOR THE AFECTED LINE WITHIN THE RELEVANT TIMEFRAME IS THAT YOU WILL NOT BE CHARGED THE EARLY TERMINATION FEE. IF YOU FAIL TO CANCEL SERVICE WITHIN THE RELEVANT TIMEFRAME, YOU ACCEPT THE CHANGES. For the price-lock guaranteed Rate Plans, (1) if your Recurring Charge is guaranteed for as long as you are a customer, we will not increase your Recurring Charge as long as you continuously remain a customer in good standing on a qualifying Rate Plan, or (2) if your Recurring Charge is guaranteed for a certain period of time, we will not increase your Recurring Charge for that period of time from the date you activate your first line on that Rate Plan, as long as you continuously remain a customer in good standing on a qualifying Rate Plan. If you switch Rate Plans, the price-lock guarantee for your new Rate Plan will apply to you (if there is one).

7. * Your Wireless Device & Compatibility with Other Networks. Your T-Mobile Device may not be compatible with the network and services provided by another service provider. You may buy a Device from us or bring your own Device, but it must,

as solely determined by T-Mobile, be compatible with, and not potentially harm, our network. Some T-Mobile features will be available only on T-Mobile Devices purchased from us. A T-Mobile Device is designed to be used only with T-Mobile Service. You may be eligible to have your T-Mobile Device reprogrammed to work with another carrier, but you must contact us to do so. If you purchased your Device from someone else (not T-Mobile), you may have to contact the original place of purchase for reprogramming assistance. T-Mobile reserves the right to prevent your Device from being used on our network. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact our network or your Device. 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. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

8. Service Availability. Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. You agree we are not liable for problems relating to Service availability or quality.

9. Important Emergency and 9-1-1 Information and Emergency Alerts. When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. **T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded**. We may use a variety of information and methods to determine the location of a 9-1-1 call, including Global Positioning Satellites, our wireless network, the street address you have provided us as your primary use location ("Primary Address") or the location of a known Wi-Fi access point. Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third party entities are involved in connecting a 9-1-1 call and T-Mobile does not determine the public safety agency to which your 9-1-1 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is in process. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available.**Wi-Fi and 9-1-1 Service**: Calling 9-1-1 via Wi-Fi services uses the internet and operates differently than traditional 9-1-1.

For example, 9-1-1 service may not work during power or internet (e.g., cable service) outages or disruptions, or if your internet or T-Mobile Service are suspended. Location information when using Wi-Fi may be limited or unavailable. You must provide us with a Primary Address to use Wi-Fi services. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address via www.my.T-Mobile.com or by contacting T-Mobile's Customer Care; it may take 24 hours or more to update the address information. If you do not give us a Primary Address, we may block your usage of certain Wi-Fi networks. When you call 9-1-1 over Wi-Fi away from your Primary Address, we may have no or very limited information about your location. **Text-to-911**: Text-to-911: Text to 9-1-1 may be available in some locations where T-Mobile service is provided, and is dependent on the public safety agency's ability to receive text messaging. T-Mobile recommends that you use voice communications as your primary method of contacting 9-1-1. **Emergency Alerts**. T-Mobile has 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 on the availability of this service and wireless emergency alert capable Devices, please visit www.T-Mobile.com.

10. * Billing. You agree to pay all Charges we bill you or that were accepted or processed through your Device. For disputed Charges, see Section 15. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. We round up any fraction of a minute to the next full minute. 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). Unless otherwise specified in your Rate Plan, the rate for a call is determined by the time the call starts, and that rate applies to the entire call. If we cannot determine the time of your call, we may base the time on the local time associated with your billing address. For some products, such as Prepaid Service, each minute of a call will be billed according to the time or day applicable to that minute. 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). 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. Airtime usage applies to all calls processed through your Device, including toll-free, operator-assisted, voice mail, call forwarding and calling card calls. You may be billed additional Charges or fees for certain features and services such as operator or directory assistance, data calls or transfers, messaging, internet

access and applications.**Third-Party Service Provider Billing:** Your Device can be used to purchase services and products from third-party providers and Charges for these purchases may be included on your T-Mobile bill. You can block those purchases of third-party products or services by visiting www.T-Mobile.com or calling Customer Care. **Data Usage and Messaging:** 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. See www.T-Mobile.com for your Rate Plan details. 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, and we are not liable for such messages. Additional blocking options are available at www.my.T-Mobile.com. **Wi-Fi Billing:** Billing for Wi-Fi usage will be based on the network (Wi-Fi or cellular) to which your Device was connected at the start of the call or other Service. Check your Device indicator to know if you are on a cellular or Wi-Fi network. Additional incoming and outgoing calls initiated while you are already connected to a network (e.g., call waiting, call forwarding, conference calling) are also billed based upon the network upon which the original call was initiated. Calls may drop if you move between Wi-Fi networks or between Wi-Fi networks and a cellular network. We will bill you based on the time at the location of the Wi-Fi network (or a nearby cell tower) if we know its location. If we are unable to determine the location of the Wi-Fi network, we may base the time of the call on the local time of your billing address.

11. * Data Plans and Other Features. Your Device may not be able to access data, or you may be charged for data usage on a pay per use basis, unless data Service is included in your Rate Plan or data pass (collectively “Data Plan”). **Additional important information about your Data Plan can be found at http://www.t-mobile.com/Company/CompanyInfo.aspx?tp=Abt_Tab_ConsumerInfo&tsp=Abt_Sub_InternetServices. Permissible and Prohibited Uses**: Your Data Plan is intended for Web browsing, messaging, and similar activities on your Device and not on any other equipment. Except to the extent explicitly permitted by your Data Plan, other uses, including for example, using your Device as a modem or tethering your Device to a personal computer or other hardware, are not permitted. Other examples of prohibited uses can be found in Section 18. **Protective Measures**: To provide the majority of our customers with a good experience and minimize capacity issues and degradation in network performance, we may take certain steps with our network, including, but not limited to, temporarily reducing data throughput for a subset of customers who use a disproportionate amount of network resources. In addition, if you exceed the amount specified in your Data Plan during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. If you use your Data Plan in a manner that could

interfere with other customers' service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may suspend, terminate, or restrict your data sessions, or switch you to a more appropriate Data Plan. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally, we may implement other network management practices, such as caching less data, using less capacity, and sizing video more appropriately for a Device to transmit data files more efficiently. These practices operate without regard to the content itself or the source of the content, and do not discriminate against offerings that might compete against those offered by T-Mobile on the basis of such competition. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on a device. **Downloadable Content and 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 T-Mobile. For some third party purchases, although the charges may appear on your T-Mobile bill, T-Mobile is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third party seller. You may be able to restrict access and certain services by implementing controls available at www.T-Mobile.com or by calling T-Mobile. 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. When you use, download, or install Content & Apps that you purchase from T-Mobile, the Content & Apps are licensed to you by T-Mobile and may be subject to additional license terms between you and third parties. Whether purchased from T-Mobile or a third party, any Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your Device only. You may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one Device to another Device. Some Devices or Content & Apps may continue to have contact with our network without your knowledge, which may result in additional Charges, for example, while roaming internationally. Software on your Device may automatically shut down or limit the use of Content & Apps or other features or Services without warning. T-Mobile is not responsible for any third party content, advertisements, or websites you may be able to access using your Device. **Use of Information:**T-Mobile may retain, use, and share information collected when you download, use, or install some Content & Apps, may update your Content & Apps

remotely, or may disable or remove any Content & Apps at any time. Refer to T-Mobile's Privacy Policy located at www.t-mobile.com/company/website/privacypolicy.aspx, as well as the Content's or Apps creator/owner's privacy policy for information regarding their use of information collected when you download, install, or use any third party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content & Apps. **Wi-Fi Calling**: You acknowledge and agree that your use of any Wi-Fi network is permissible and that you (and not T-Mobile) are solely responsible for your use. Cell Broadcasts (alerts that go to certain customers), Emergency Alerts, and Wireless Priority Service ("WPS") may not be available with Wi-Fi Calling.

12.* Roaming and International Calling. Roaming: Your Device may connect to another provider's network ("Off-Net") even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. There may be extra Charges (including long distance, tolls, data usage) and higher rates for Off-Net usage, depending on your Rate Plan, and your quality and availability of service may vary significantly. You must use your Device predominantly within the T-Mobile owned network coverage area. If you exceed your Rate Plan or Data plan Off-Net domestic Allotments for voice usage, data usage or messaging usage, you will be alerted and your access to Off-Net coverage may be suspended or denied. We may also limit or terminate your Service in our discretion and without prior notice if you no longer reside in a T-Mobile-owned network coverage area, if more than 50% of your voice and/or data usage is Off-Net for any three billing cycles within any 12 month period, if your Off-Net usage makes it uneconomical for T-Mobile to provide Service to you, or if related to T-Mobile's arrangements with an Off-Net provider. **International Roaming & Dialing:** International roaming and dialing are available with some Rate Plans and on some Devices and may require an additional feature on your account. 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, while roaming internationally, 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 phone is on or off. Some Devices and applications may incur usage and Charges while roaming. You may be able to disable these applications and features through your Device settings. Different rates and rounding increments apply in different countries. See www.T-Mobile.com 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.

13. * Taxes, Fees, and Surcharges. **Taxes and Fees**. **You agree to pay all taxes and fees imposed by governments or governmental entities**. We may not give advance notice of changes to taxes & fees. To determine taxes & fees, we will 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 identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. In the event of a disputed tax jurisdiction location or with respect to any disagreement regarding the taxes and fees assessed on your bill, you must request a tax refund within 60 days of our notification to you that the tax has been assessed **Surcharges**. You agree to pay all Surcharges. Surcharges are not mandated by law, they are T-Mobile Charges that are collected and retained by T-Mobile. The components and amounts of these Charges are subject to change without notice. Surcharges include, but are not limited to, charges, costs, fees and certain taxes T-Mobile incurs to provide Services (and are not government taxes or fees imposed directly on our customers that we must collect by law). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related Surcharges (such as Federal or State Universal Service fees, regulatory fees, and gross receipts taxes). 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" or the "Other Charges" section of your bill.

14. * Payments, Late Fees, Deposits, and Credit Checks. If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or $5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees. If we accept late or partial payments, we do not waive our right to collect all amounts you owe, including late fees. If your check, electronic funds transfer payment, including debit or Automated Clearing House payment, or any other payment is dishonored or returned, we may charge you $35, or the maximum amount allowed under applicable law. We may also require you to use another payment method, and/or immediately suspend or cancel your Service. 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. **Deposits:** We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account and that you may be required to increase or replace your deposit amount. We refund deposits and final credit balances upon request, unless otherwise required by law. We pay simple interest on deposits at the rate required by law. **Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

Puerto Rico customers: This paragraph constitutes notice that your Service may be suspended or cancelled if you do not pay your account in full within the time stated on your bill or if your financial institution dishonors or returns a check for any reason, including for insufficient funds.

15. * Your Right to Dispute Charges. Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within 60 days (20 days for **Puerto Rico customers**) after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Except for Puerto Rico customers and unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved. 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. For unresolved disputes see Section 2 above. To contact or notify us, see Section 16. This paragraph is notice to **Puerto Rico customers** that payment of undisputed Charges is due when stated on your bill, regardless of any dispute.

Puerto Rico customers: We will provide you with a determination regarding any dispute that is presented to us in accordance with this Section 15 within 15 days after we receive it. You will have 20 days from the mailing date of the notification to request reconsideration of our determination's result. You may appeal our resolution's 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 Telecommunications 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 Regulation 8065 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for customer's dispute resolution and suspension of Services.

16. * Notices and Customer Communications. You expressly consent to be contacted, by T-Mobile or anyone calling on its behalf, for any and all purposes, at any telephone number, or physical or electronic address where you may be reached, including any wireless telephone number. You agree that T-Mobile may contact you in any way, including, pre-recorded or artificial voice or text messages delivered by an automatic telephone dialing system, or e-mail messages delivered by an automatic e-mailing system. You agree that we also have the consent to contact any authorized users on your account in any manner set forth in this Section. You expressly acknowledge that this consent cannot be revoked without prior written agreement and acceptance by us. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. For multi-line accounts, a "Primary Telephone Number" may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. If you would like to designate a Primary Telephone Number, please contact T-Mobile. Your consent to be contacted may be revoked only if it is in writing and is with T-Mobile's express agreement.
You may contact our Customer Care department 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** must direct notices to: T-Mobile Customer Relations, 654 Muñòz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.
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. c/o and can be contacted at FGR Corporate Services, Inc., Oriental Building, Suite P-1, 254, Muñòoz Rivera Avenue, San Juan, Puerto Rico, 00918, phone: 1-800-927-9801.

17. * Lost or Stolen Devices. You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. After your Service is suspended, you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, applicable taxes, fees, and Surcharges. If you request that we not suspend your Service, you will remain responsible for all usage, Charges incurred, and applicable taxes and fees. We may prevent a lost or stolen Device from registering on our and other networks. **California customers**: For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but 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. **Even if your Device is lost or stolen, you must fulfill the remainder of your Term or the Early Termination Fee, if applicable, will apply.**

18. * Misuse of Service or Device. By activating or renewing Service with T-Mobile, you agree that you do so because you want Service from T-Mobile and not for any other purposes. You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including, but not limited to, the generation or dissemination of viruses, malware or “denial of service” attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying your T-Mobile Device; (e) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling T-Mobile Devices for profit, or tampering with, reprogramming or altering T-Mobile Devices for the purpose of reselling the T-Mobile Device; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, “bots” or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or penetrate, or attempt to penetrate, T-Mobile’s or another entity’s network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions (e.g.

using a Data Plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless authorized by T-Mobile, you agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal and, unless authorized by T-Mobile, you agree that you will not use a telephone number on the T-Mobile network for any purpose but for access to the public switched telephone network. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

19. Our Rights to Limit or End Service or the Agreement. WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don’t provide Service, more than 50% of your voice and/or data usage is Off-Net for any three billing cycles within any 12 month period, your Off-Net usage makes it uneconomical for T-Mobile to provide Service to you, or relating to T-Mobile’s arrangements with an Off-Net provider; (see Section 12); (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Device as described in Section 18, above; (h) uses your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (i) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or exclude certain types of calls, messages or sessions (such as international, 900 or 976 calls), in our sole discretion and without notice. If we limit, suspend or terminate your Service and later reinstate your Service, you may be charged a fee. This paragraph constitutes notice to **Puerto Rico customers** that your Service may be suspended or cancelled if you engage in any of the foregoing actions in Sections 18 and 19, including, but not limited to, failing to pay your bill when due, in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in T-Mobile’s sole discretion. If your Service or account is limited, suspended or terminated and then reinstated, you will be charged a reactivation fee.

20. * Intellectual Property. You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services, your purchase of Services and T-Mobile Devices (or other Devices) does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of T-Mobile or others related to the Services and T-Mobile Devices (or other Devices); this intellectual property may be used only with T-Mobile Service unless expressly authorized by T-Mobile. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available. In conjunction with our rights under Section 19, it is T-Mobile's 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. For more information see www.T-Mobile.com/DMCA.htm (www.T-Mobile.com.pr/DMCA.htm for **Puerto Rico** and http://es.t-mobile.com/DMCA.htm for T-Mobile's Spanish website).

21. Digital Millennium Copyright Act ("DMCA") Notice. If you believe that material residing on our system or network infringes the copyright of you or the copyright of a person or entity for whom you are authorized to act, notify our Designated agent by using the notice procedure under the DMCA and described at www.T-Mobile.com/DMCA.htm (www.T-Mobile.com/DMCA.htm for **Puerto Rico** and http://es.t-mobile.com/DMCA.htm for T-Mobile's Spanish website). After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA. T-Mobile's 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.

22. * Privacy Information. Our Privacy Policy describes how we collect, use and share information related to your use of our Service and is available online at www.T-Mobile.com/privacy. We may change our Privacy Policy at any time to provide updates to or clarification of our practices. You should refer to our Privacy Policy often for the latest information and the effective date of any changes. In addition, data on your Device may automatically be stored on your SIM card, Device or our network. Your data may remain on the Device even if your SIM card is removed. The data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.
Some Devices automatically upload stored information (such as your address book, ringtones, or other data) to T-Mobile network servers. You may choose not to use this service by contacting Customer Care; however, your Device will continue to upload your

information to our servers but T-Mobile will not retain the information. Not using this service may result in the loss of functionality or the availability of certain services or features, and the permanent loss of information stored on a lost or stolen Device. You or T-Mobile may be able to remotely access or delete information stored on your Device or on www.my.T-Mobile.com.

23. * 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 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.

24. * Waivers and Limitations of Liability. UNLESS PROHIBITED BY LAW, 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. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

25. * Indemnification. You agree to defend, indemnify, and hold us 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 your Service or Device.

26. * Enforceability and Assignment. A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly

provided in writing. If we don’t enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid that part may be severed from the Agreement. You can't assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; T-Mobile is not a party to that agreement. 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. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked “*” continue after termination of our Agreement with you.

27. * 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.

28. Additional Terms for T-Mobile Prepaid Customers. Your T-Mobile Prepaid Service account balance, if sufficient, or your active prepaid plan gives you access to T-Mobile Prepaid Service for a limited amount of time; you must use your T-Mobile Prepaid Service during the designated period of availability. To use T-Mobile 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 be automatically renewed at the end of 30 days if you have a sufficient T-Mobile Prepaid Service account balance to cover your T-Mobile 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 www.T-Mobile.com 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 T-Mobile Prepaid Service may be found at www.T-Mobile.com and differs from coverage related to T-Mobile's postpaid Service. If you purchase a T-Mobile Device that is sold for use on T-Mobile Prepaid Service, you agree that you intend it to be activated on our Service, and do not intend to, and will not, resell, modify and/or export the T-Mobile Devices, or assist someone in these activities.

Print-Friendly version

Attachment 2

Family Mobile Terms and Conditions

Family Mobile Terms & Conditions

Effective February 6, 2013.

Your wireless service is provided by T-Mobile USA, Inc. including its affiliates, assignees, and agents ("T-Mobile"). Your agreement for wireless service branded as "Walmart Family Mobile Powered by T-Mobile" ("Family Mobile") is with T-Mobile, and includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available online and at store locations (collectively, "Agreement"). Your Rate Plan includes 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 T&Cs, the term in your Rate Plan will govern. Your Agreement applies to each line of Service, although different T&Cs may apply to different lines of Service on your account.

Please read these T&Cs carefully. They cover important information about the services provided to you ("Service"); your phone, handset, device, SIM card, data card, or other equipment or third party device used with the Family Mobile Service ("Device"); 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 T&Cs include fees for late payments, limitations of liability, privacy information, and resolution of disputes by arbitration instead of in court.**

You, and any authorized users on your account, will have access to account information and may be able to make changes to the account.**If you give your personal account validation information to someone, they can access and make changes to your account.** Those changes will be binding on you. You may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require your agreement to a new minimum term and/or new T&Cs.

1. Acceptance. YOUR AGREEMENT STARTS WHEN YOU ACCEPT. You represent that you are at least 18 years old (21 years old or legally emancipated if you are a **Puerto Rico customer**) and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; (d) paying for the Service or a "Family Mobile Device" (a Device purchased from Walmart for use with the Family Mobile Service); or (e) opening the Family Mobile Device box or failing to activate Service within 30 days after the purchase of your Family Mobile Device, unless returned within the Cancellation Period (as defined in Section 4). **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

2. * Dispute Resolution and Arbitration. 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 SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 26). 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).

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 in Section 15 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your

claim in arbitration. You may pursue your claim in a court only under the circumstances described below. 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 court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION** if: (a) your claim qualifies, you may initiate proceedings in small claims court; or (b) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYSFROM THE DATE YOU ACTIVATED SERVICE FOR THE RELEVANT LINE (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 completing the opt-out form located athttp://myfamilymobile.com/support/dispute.aspx. **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.**

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 Sec. 15) to begin arbitration. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims of less than $75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over $75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than $75,000. For claims that total more than $75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. 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, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.**Puerto Rico customers**: Refer to Section 14 for details on the Puerto Rico Telecommunications Dispute Procedure.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION 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 waiver is unenforceable, the arbitration agreement will be void as to you. **If you chose 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, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

3. * Your Term of Service. Your "Term" is the period of time for which you have agreed to maintain Service with us. Periods of suspension of Service do not count toward your Term. After your Term, your rate plan term will continue on a month-to-month basis. Some Devices require maintaining certain features or Services (e.g. a data plan) as part of your Rate Plan. If you terminate your Service, your termination will be effective at the end of your current billing cycle, and you will remain responsible for all fees and Charges for your Service and usage through the end of that billing cycle. If we terminate your Service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination. You can request that we port your number to another carrier, and Service for that

number will be terminated when the porting is complete. If you port your number, you will be responsible for all usage and Charges until the port-out is complete.

4. * Cancellation and Returns. **Service Cancellation:** You can cancel a line of service, but will remain responsible for all usage and Charges incurred through the end of your current billing cycle. You can cancel that new line of Service if you cancel **WITHIN 14 DAYS** of activating that new line of Service (30 days in California; other states may differ, ask your sales representative) ("Cancellation Period"). To cancel Service during the Cancellation Period, you may be required to go to the place where you activated Service and return any Family Mobile Device you acquired at the time of activation. You must return your Family Mobile Device in its package with all original contents, undamaged and in good working condition with no material alterations to the Device's hardware or software. If you do not return your Family Mobile Device, or if you return your Family Mobile Device in a damaged, altered or destroyed condition, we may take one or more of the following actions: (a) prevent your Family Mobile Device from working on any network; (b) elect not to process your Service cancellation; or (c) charge you the suggested retail price or the cost to repair the Family Mobile Device, (which may be greater than the price you paid), plus any shipping and handling charges. **Device Refunds and Restocking Fees:** Please see Walmart's Return Policy for Device and accessory returns. You may be required to pay a restocking fee. The unused portion of any Extras Pack and/or WebPak may be refundable. Promotional amounts for either Extras Packs or WebPaks amounts are non-refundable. If you paid an Activation Fee, such fee is non-refundable unless you are cancelling Service within the Cancellation Period. If you cancel Service during the Cancellation Period, your Activation Fee (if any) and any remaining Extras Pack or WebPak amounts that have not been deducted from your Extras Pack or WebPak will be refunded (amounts already deducted will not be refunded). Prior to refunding, any refunds we owe you will be first applied to satisfy any amounts you owe us.

5. Our Rights to Make Changes. This provision, which describes how changes may be made to your Agreement, is subject to requirements and limitations imposed by applicable law, and will not be enforced to the extent prohibited by law. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. WE CAN CHANGE ANY TERMS IN THE AGREEMENT AT ANY TIME. YOU MAY CANCEL THE AFFECTED LINE OF SERVICE IF: (A) WE CHANGE YOUR PRICING IN A MANNER THAT MATERIALLY INCREASES YOUR MONTHLY RECURRING CHARGE(S) (the amount you agreed to pay each month for voice, data and messaging, which does not include overage, pay-per-use or optional services (such as 411, or downloads), or taxes and fees); (B) WE MATERIALLY DECREASE THE SERVICE ALLOTMENTS WE AGREED TO PROVIDE TO YOU FOR YOUR MONTHLY RECURRING CHARGE; OR (C) WE MATERIALLY CHANGE A TERM IN THESE T&Cs OTHER THAN PRICING IN A MANNER THAT IS MATERIALLY ADVERSE TO YOU. WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS' NOTICE OF ANY CHANGE WARRANTING CANCELLATION OF THE AFFECTED LINE OF SERVICE AND YOU MUST NOTIFY US WITHIN 14 DAYS AFTER YOU RECEIVE THE NOTICE, OR AS OTHERWISE PROVIDED IN THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THE RELEVANT TIMEFRAME, YOU ACCEPT THE CHANGES.

6. * Your Wireless Device & Compatibility with Other Networks. Your Family Mobile Device may not be compatible with the network and services provided by another service provider. A Device purchased from someone else, must, as solely determined by T-Mobile, be compatible with, and not potentially harm, the T- Mobile network. Family Mobile Devices are designed to be used only with our Service. You may be eligible to have your Family Mobile Device reprogrammed to work with another carrier, but you must contact us to do so. Not all Family Mobile Devices are capable of being reprogrammed. We reserve the right to prevent your Device from being used on our network. Some features will be available only on some Devices purchased from us. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the network or your Device. 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. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

7. Service Availability. Coverage maps only approximate the anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. You agree that T-Mobile is not liable for problems relating to Service availability or quality.

8. Important Emergency 9-1-1 Information and Emergency Alerts. When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. **T-Mobile is not responsible for failures to connect or complete 9 -1-1 calls or if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded.** A variety of information and methods may be used to determine the location of a 9-1-1 call, including Global Positioning Satellites, our wireless network, or the street address you have provided us as your primary use location ("Primary Address"). Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third party entities are involved in connecting a 9-1-1 call and we do not determine the public safety agency to which your 9-1-1 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available. **Wi-Fi and 9-1-1 Service:** 9-1-1 service using Wi-Fi uses the internet and operates differently than traditional 9-1-1. For example, 9-1-1 service may not work during power or internet (e.g., cable service) outages or disruptions or if your internet or Service is suspended. Location information when using Wi-Fi may be limited or unavailable. You must provide us with a Primary Address. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address online or by contacting Customer Care at 1-877-760-8760; it may take 24 hours or more to update the address information. If you do not give us a Primary Address, we may block your usage of certain Wi-Fi networks. When you call over Wi-Fi away from your Primary Address, we may have no or very limited information about your location. **Emergency Alerts:** T-Mobile has 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 on the availability of this service and wireless emergency alert capable Devices, please visitmyfamilymobile.com.

9. * Billing. You agree to pay all Charges we bill you or that were accepted or processed through your Device. For disputed Charges, see Section 14. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. We round up any fraction of a minute to the next full minute. 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). Unless otherwise specified in your Rate Plan, the rate for a call (such as nights and weekend rates) is determined according to the time or day applicable to that minute (for example, different rates may apply in one call if the call extends into nights or weekends). If we cannot determine the time of your call, we may base the time on the local time associated with your billing address. Calls made between lines of Service on the same account are charged as intra-account calls while on the T-Mobile network (but not when off-network or roaming on affiliate networks). 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). 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. Airtime usage applies to all calls processed through your Device, including toll-free, operator-assisted, voice mail, call forwarding and calling card calls. You may be billed additional Charges or fees for certain features and services such as operator or directory assistance, data calls or transfers, messaging, internet access and applications. **Third-Party Service Provider Billing:** Your Extras Pack or WebPak can be used to purchase services and products from third-party providers (e.g., games, apps, ringtones, etc.) and Charges for these

purchases will be deducted from your Extras Pack or WebPak.**Data Usage and Messaging:** Data usage is rounded up to the next full-kilobyte increment at the end of each data session. There are 1,024 kilobytes in one megabyte. 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, and we are not liable for such messages. Contact Customer Care at 1-877-760-8760 or visit myfamilymobile.com for additional blocking options. **Extras Pack/WebPak Billing:** Data usage is charged in 1 megabyte increments. When you have used a full megabyte, you will be charged for another 1 megabyte. Unless your Rate Plan includes data Allotments, data usage will be tracked and deducted from your Extras Pack or WebPak amount from the time you begin a session until you stop the session. Usage will first be deducted from Extras Pack or WebPak amounts associated with monies that you have paid, and then from any promotional amounts you may have. If you have multiple data sessions running at the same time, you may be charged separately for each data session in 1 megabyte increments as described above. **Wi-Fi Billing:** Billing for Wi-Fi usage will be based on the network (Wi-Fi or cellular) to which your Device was connected at the start of the call or other Service. Check your Device indicator and manual to know if you are on a cellular or Wi-Fi network. Additional incoming and outgoing calls initiated while you are already connected to a network (e.g., call waiting, call forwarding, conference calling) also are billed based upon the network upon which the original call was initiated. Calls may drop if you move between Wi-Fi networks or between Wi-Fi networks and a cellular network. We will bill you based on the time at the location of the Wi-Fi network (or a nearby cell tower) if we know its location. If we are unable to determine the location of the Wi-Fi network, we may base the time of the call on the local time of your billing address, which can affect the designation of your calls such as a night or weekend call.

10. * Extras Pack, WebPaks and Other Features. An Extras Pack or WebPak may be used for features such as access to data, internet, picture messaging, downloads, and international calling or roaming, unless those services are otherwise included in your Rate Plan. Some Rate Plans that do not include data services may require a minimum Extras Pack or WebPak level to begin internet browsing. You must have an active Family Mobile Rate Plan to have an Extras Pack or WebPak, and your Extras Pack or WebPak may not be used if your account is suspended. Some Rate Plans or Devices may require or allow you to maintain a data plan ("Data Plan") as part of your Service. **Permissible and Prohibited Uses:** Your Data Plan, Extras Pack or WebPak is intended for Web browsing, downloads, messaging, and similar activities on your Device and not on any other equipment. Unless explicitly permitted by your Data Plan, Extras Pack or WebPak, other uses, including for example, using your Device as a modem or tethering your Device to a personal computer or other hardware, are not permitted. Other examples of prohibited uses can be found in Section 17. **Protective Measures:** To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers with Data Plans, Extras Packs or WebPaks who use a disproportionate amount of bandwidth. In addition, if total usage on a Data Plan or with Extras Packs or WebPaks exceeds 5GB (amount is subject to change without notice; please check these T&Cs at myfamilymobile.com for updates) during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. If you use your Data Plan, Extras Pack or WebPak in a manner that could interfere with other customers' service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may suspend, terminate, or restrict your data session, or switch you to a more appropriate Data Plan. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally, we may implement other network management practices, such as caching less data, using less capacity, and sizing video more appropriately for a Device to transmit data files more efficiently. These practices are agnostic to the content itself and to the websites that provide it. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on your Device. **Downloadable Content and 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 be sold by third parties. These purchases may appear on your bill, but

we are 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 can restrict access to the internet with Webfilter or the WebPak On/Off switch, available at myfamilymobile.com. You may have other options for restricting access and implementing controls; call Customer Care at 1-877-760-8760 or check myfamilymobile.com for details. 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. When you use, download, or install Content & Apps that you purchase from us, the Content & Apps are licensed to you by us and may be subject to additional license terms between you and third parties. Whether purchased from us or a third party, any Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your Device only. You may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one Device to another Device. Some Devices or Content & Apps may continue to have contact with our network without your knowledge, which may result in additional Charges, for example, while roaming internationally. Software on your Device may automatically shut down or limit the use of Content & Apps or other features or Services without warning. We are not responsible for any third party content, advertisements, or websites you may be able to access using your Device. **Use of Information:** We may (a) retain, use, and share information collected when you download, use, or install some Content & Apps; (b) update your Content & Apps remotely; or (c) disable or remove any Content & Apps at any time. Refer to our Privacy Policy, as well as the Content & Apps creator/owner's privacy policy for information regarding their use of information collected when you download, install, or use any third party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content & Apps. **Wi-Fi Calling:** You acknowledge and agree that your use of any Wi-Fi network is permissible and that you are solely responsible for your use. Cell Broadcasts (alerts that go to certain customers), Emergency Alerts and Wireless Priority Service ("WPS") may not be available with Wi-Fi Calling.

11.* Roaming and International Calling. **Roaming:** Your Device may connect to another provider's network ("Off-Net") even when you are within our coverage area. Check your Device to determine if you are Off-Net. There may be extra Charges (including long distance, tolls, data usage) and higher rates for Off-Net usage, depending on your Rate Plan and your quality and availability of service may vary significantly. Some Rate Plans may not include data roaming. You must use your Device predominantly within our network coverage area. We may limit, suspend, or terminate your Service in our discretion and without prior notice if you no longer reside in a T-Mobile-owned network coverage area, if more than 50% of your voice and/or data usage is Off-Net for any three billing cycles within any 12 month period, if your Off-Net usage makes it uneconomical for us to provide Service to you, or if otherwise related to our arrangements with a provider on whom we rely to provide Off-Net coverage. **International Roaming & Dialing:**International roaming and dialing are available with some Rate Plans and on some Devices and may require an additional feature on your account or an Extras Pack or WebPak. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you will be charged international rates (including for voicemails left for you and for data usage). This includes per minute rates for calls and, while roaming internationally, 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 phone is on or off. Some Devices and applications may incur usage and Charges while roaming. You may be able to disable these applications and features through your Device settings. Different rates and rounding increments apply in different countries. Check myfamilymobile.com 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.

12. * Taxes, Fees, and Surcharges. You agree to pay all taxes and fees imposed by governments or

governmental entities. We may not give advance notice of changes to taxes & fees. To determine taxes & fees, we will 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 identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. In the event of a disputed tax jurisdiction location being assigned, any tax refund must be requested within 60 days of our notification to you that the tax has been assessed. **Surcharges:** You agree to pay all other Surcharges. Surcharges are not mandated by law; they are our Charges that are collected and retained by us. The components and amounts of these Charges are subject to change without notice. Surcharges include, but are not limited to charges, costs, fees and certain taxes we incur to provide Services (and are not government taxes or fees imposed directly on our customers that we must collect by law). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related Surcharges (such as Federal or State Universal Service fees, regulatory fees, and gross receipts taxes). 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" or the "Other Charges" section of your bill.

13. * Payments, Late Fees, Deposits, and Credit Checks. You will be notified when your bill is due. Your bill may be viewed online. Additionally, you may request a summary paper bill by calling Customer Care at 1-877-760-8760. You may be charged a fee when paying your bill at a store location or through Customer Care. If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or $5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check, electronic funds transfer payment, including debit or Automated Clearing House payment, or any other payment is dishonored or returned, we may charge you $35, or the maximum amount allowed under applicable law. We may also require you to use another payment method, and/or immediately suspend or cancel your Service. 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. **Deposits:** We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account and that you may be required to increase or replace your deposit amount. We refund deposits and final credit balances upon request, unless otherwise required by law. We pay simple interest on deposits at the rate the law requires. **Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

Puerto Rico customers: This paragraph constitutes notice that your Service may be suspended or cancelled if you do not pay in full within the time stated on your bill or if your financial institution dishonors or returns a check for any reason, including for insufficient funds. You may be assessed a fee for returned checks.

14. * Your Right to Dispute Charges. For disputed charges on your bill, you can contact us online at myfamilymobile.com, you can mail inquiries to Family Mobile Customer Relations, PO BOX 3220, Albuquerque, NM 87190; or you can contact our Customer Care department by calling 1-877-760-8760. Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within 60 days (20 days for **Puerto Rico customers**) after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved. 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. For unresolved

disputes see Section 2 above. To contact or notify us, see Section 15. This paragraph is notice to **Puerto Rico customers** that payment of undisputed Charges is due when stated on your bill, regardless of any dispute.

Puerto Rico customers: We will provide you with a determination regarding any dispute that is presented to us in accordance with this Section 14 within 15 days after we receive it. 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: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) 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 Telecommunications 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 advise of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customers' disputes.

15. * Notices and Customer Communications.

You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address you provide to us or that we provide to you. You agree that we may contact you in any way, including, pre-recorded or artificial voice or text messages delivered by an automatic telephone dialing system, or e-mail messages delivered by an automatic e-mailing system. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. For multi-line accounts, a "Primary Telephone Number" may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. If you would like to designate a Primary Telephone Number, please contact us.

You may contact our Customer Care department by calling 1-877-760-8760, 611 from your Device, online at myfamilymobile.com, or by writing to: Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers** must direct notices to: T-Mobile Customer Relations, 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.

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**, our registered agent is Prentice Hall of Puerto Rico and can be contacted at FGR Corporate Services, Inc. BBVA Tower, 6th Floor, 254 Muñoz Rivera Avenue, San Juan, Puerto Rico 00918, phone 1-800-927-9801.

16. * Lost or Stolen Devices. You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. After your Service is suspended, you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, and applicable taxes, fees and Surcharges. However, you may be required to pay a suspension fee. If you request that we not suspend your Service, you will remain responsible for all usage, Charges incurred, and applicable taxes and fees. We may prevent a lost or stolen Device from registering on any network. **California customers:** For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but the fact that your Device or Account was used is some evidence of authorization. You may request that we 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. **Extras Pack, WebPak and Fees:** Lost or stolen Extras Pack and WebPaks, or Extras Pack and WebPaks used without your permission, will not be replaced or refunded. **Even if your Device is lost or stolen, you must fulfill the remainder of your Term or the Early Termination Fee will apply.**

17. * Misuse of Service or Device. By activating or renewing Service with us, you agree that you do so because you want Service from us and not for any other purposes. You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying your Family Mobile Device; (e) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling Family Mobile Devices for profit, or tampering with, reprogramming or altering Devices for the purpose of reselling the Family Mobile Device; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer ("P2P") file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile's or another entity's network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g. using a Data Plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless you have our specific authorization, you agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

18. Our Rights to Limit or End Service or the Agreement. WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don't provide Service, has more than 50% of voice and/or data usage Off-Net for any three billing cycles within any 12 month period, has Off-Net usage which makes it uneconomical for T-Mobile to provide Service, or if otherwise related to our arrangements with a provider on whom we rely to provide Off-Net coverage(see Section 11); (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Device as described in Section 17, above; (h) uses your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (i) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of calls, messages or sessions (such as international, 900 or 976 calls), in our sole discretion and without notice. If we limit, suspend or terminate your Service and later reinstate your Service, you may be charged a fee. This paragraph constitutes notice to **Puerto Rico customers** that your Service may be suspended or cancelled if you engage in any of the foregoing actions in Sections 17 and 18, including but not limited to failing to pay your bill when due, in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in T-Mobile's sole discretion. If your Service or account is suspended or terminated and then reinstalled, you will be charged a reactivation fee.

19. * Intellectual Property. You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services, your purchase of Services and Family Mobile Devices does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell our intellectual property or the intellectual property of others related to the Services and Family Mobile Devices; this intellectual property may be used only with your Service unless we expressly authorize otherwise. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

20. Digital Millennium Copyright Act ("DMCA") Notice. If you believe that material available through our Services or products infringes the copyright of any third party, notify us by using the notice procedure under the DMCA and described athttps://myfamilymobile.com/Support/dmca.aspx. After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

21. * Privacy Information. Our Privacy Policy governs how we collect and use information related to your use of our Service and is available at myfamilymobile.com. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Device may automatically be stored on your SIM card, Device or our network. Your data may remain on the Device even if your SIM card is removed; the data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.

Some Devices automatically upload stored information (such as your address book, ringtones, or other data) to T-Mobile network servers. You may choose not to use this service by contacting Customer Care at 1-877-760-8760; however, your Device will continue to upload your information to our servers but we will not retain the information. Not using this service may result in the loss of functionality or the availability of certain services or features, and the permanent loss of information stored on a lost or stolen Device. You or we may be able to remotely access or delete information stored on your Device or onmyfamilymobile.com.

22. * Disclaimer of Warranties. 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 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.

23. * Waivers and Limitations of Liability. UNLESS PROHIBITED BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCT LIABILITY, OR ANY OTHER THEORY. 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. OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY

YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

24. * Indemnification. You agree to defend, indemnify, and hold us 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 or any person on your account or that you allow to use your Service or Device.

25. * Enforceability and Assignment. A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we don't enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid, that part may be severed from the Agreement. You can't assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; we are not a party to that agreement. 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. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked "*" continue after termination of our Agreement with you.

26. * 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.