October 15, 2013

Via Hand-Delivery and/or Electronic Filing

Office of the Secretary
Federal Communications Commission
445 12th Street, SW – Room TW-A325
Washington, DC 20554

Vice President – High Cost and Low Income Division
Universal Service Administration Company
2000 L Street, NW – Suite 200
Washington, DC 20036

Re: Docket No. 10-90; Form 481 - Carrier Annual Reporting
Filing Entity: SunCom Wireless, Inc.
State of North Carolina
Study Area Code:
- 239005 (Legacy Support)

T-Mobile USA, Inc., on behalf of its wholly-owned subsidiary, SunCom Wireless, Inc.. ("T-Mobile"), submits the attached Form 481 – Carrier Annual Reporting for its designation as an Eligible Telecommunications Carrier in the state of North Carolina, consistent with the rules and orders of the Federal Communications Commission ("FCC"), including 47 C.F.R. §§ 54.313 and 54.422. T-Mobile completed the attached Form 481 pursuant to the Instructions for Completing FCC Form 481 ("Instructions") and, as explained below, in accordance with the rules and orders of the FCC. By including documentation requested by the Form 481 and Instructions, T-Mobile does not waive its rights or otherwise concede that this documentation is required under the FCC's rules. In certain instances, as explained below, the Form 481 and Instructions do not require the submission of information that appears to be required by the FCC rules and orders; nevertheless, T-Mobile provides this information consistent with the rules and orders of the FCC. Specifically:

- Service Quality worksheet lines 110 – 112 and the Instructions do not require the submission of a Five-Year Service Quality Improvement Plan and annual Progress Report, unless the carrier was designated as an ETC by the FCC; however, the FCC has made clear in its rules and orders that all ETCs must submit a Progress Report on its Five-Year Service Quality Improvement Plan and therefore, to the extent not already on file with the FCC, T-Mobile is submitting its Five-Year Service Quality Improvement Plan, along with its Progress Report on this plan.

- Lines 320 and 330 and the Instructions provide for the reporting of unfulfilled service requests for broadband, which the FCC has clarified is not required for competitive ETC recipients of high cost legacy support, and therefore T-Mobile is not reporting this information.
- Lines 440 and 450 and the Instructions provide for the reporting of complaints related to broadband service, which the FCC has clarified is not required for competitive ETC recipients of high cost legacy support, and therefore T-Mobile is not reporting this information.
- Line 510 and the Instructions require ETCs to attach a descriptive document explaining how an ETC complied with the applicable service quality standards and consumer protection rules; however, 47 C.F.R. § 54.313(a)(5) and 47 C.F.R. § 54.422(b)(3) only require ETCs to certify compliance with applicable service quality standards and consumer protection rules. Without waiving its objections to providing additional information not required by the FCC rules, T-Mobile is submitting documentation of its compliance with applicable service quality standards and consumer protection rules.
- Line 610 and the Instructions require ETCs to attach a descriptive document explaining how an ETC is able to function in emergency situations; however, 47 C.F.R. § 54.313(a)(6) and 47 C.F.R. § 54.422(b)(4) only require ETCs to certify that they are able to function in emergency situations. Without waiving its objections to providing additional information not required by the FCC rules, T-Mobile is submitting documentation explaining how it is able to function in emergency situations.
- Lines 700 and 710 provide for the completion of the attached worksheet for voice and broadband price offerings; however, the worksheet is not attached to Form 481 and the Wireline Competition Bureau has not, to date, specified the format of the submission of price offerings as required by 47 C.F.R. § 54.313(a)(7), and therefore T-Mobile is not submitting this information.
- Lines 1000 and 1010 only apply to ETCs providing fixed voice services and therefore is not applicable to T-Mobile.

Any questions concerning this filing should be directed to the undersigned.

Respectfully submitted,

Rhonda R. Thomas
Regulatory Manager
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000

Enclosure

REDACTED FOR PUBLIC INSPECTION

FCC Form 481 - Carrier Annual Reporting Data Collection Form

FCC Form 481
OMB 3060-0986
OMB 3060-0819
Avg. Burden Estimate per Respondent: 20 Hours

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<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: Email of the person identified in data line <030>	rhonda.thomas63@t-mobile.com

ANNUAL REPORTING FOR ALL CARRIERS				54.313 Completion Required	54.422 Completion Required
				(check box when complete)	
<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)	[redacted]		✓	
<310>	Detail on Attempts (voice)	N/A	*(attach descriptive document)*	N/A	
<320>	Unfulfilled Service Requests (broadband)	N/R		N/R	
<330>	Detail on Attempts (broadband)	N/A	*(attach descriptive document)*	N/A	
<400>	Number of Complaints per 1,000 customers (voice)			✓	✓
<410>	Fixed	N/A			
<420>	Mobile	[redacted]			
	Number of Complaints per 1,000 customers (broadband)			N/R	
<440>	Fixed	N/A			
<450>	Mobile	N/R			
<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)*	N/R	
<710>	Company Price Offerings (broadband)		*(complete attached worksheet)*	N/A	
<800>	Operating Companies and Affiliates		*(complete attached worksheet)*	✓	✓
<900>	Tribal Land Offerings (Y/N)?		*(if yes, complete attached worksheet)*	Y	
<1000>	Voice Services Rate Comparability		*(check to indicate certification)*	N/R	
<1010>			*(attach descriptive document)*	N/A	
<1100>	Terrestrial Backhaul (Y/N)?		*(if not, check to indicate certification)*	Y	
<1110>			*(complete attached worksheet)*	N/A	
<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)*		

(100) Service Quality Improvement Reporting
Data Collection Form

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

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
<035>	Contact Telephone Number - Number of person identified in data line <030>	425-383-4215
<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

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

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

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

239005_NC_112.pdf
Name of Attached Document (.pdf)

Please check these boxes below to confirm that the attached PDF, on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

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

REDACTED FOR PUBLIC INSPECTION

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

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

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
<035>	Contact Telephone Number - Number of person identified in data line <030>	425-383-4215
<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<220>

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

(800) Operating Companies and Affiliates

Data Collection Form

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

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
<035>	Contact Telephone Number - Number of person identified in data line <030>	425-383-4215
<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

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

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
T-Mobile Northeast LLC	119004	DBA T-Mobile
	129007	DBA T-Mobile
	139005	DBA T-Mobile
	159024	DBA T-Mobile
	169004	DBA T-Mobile
	178010	DBA T-Mobile
	189027	DBA T-Mobile
	198001	DBA T-Mobile
	199016	DBA T-Mobile
	569005	DBA T-Mobile
	579007	DBA T-Mobile
T-Mobile South LLC	219013	DBA T-Mobile
	229020	DBA T-Mobile
T-Mobile Central LLC	279046	DBA T-Mobile
	319033	DBA T-Mobile
	329015	DBA T-Mobile
	369014	DBA T-Mobile
	429023	DBA T-Mobile
T-Mobile West LLC	448051	DBA T-Mobile
	448052	DBA T-Mobile
	448053	DBA T-Mobile
	448054	DBA T-Mobile
	448055	DBA T-Mobile

(800) Operating Companies and Affiliates

Data Collection Form

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

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<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
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<810>	Reporting Carrier	SunCom Wireless, Inc.
<811>	Holding Company	T-Mobile USA, Inc.
<812>	Operating Company	SunCom Wireless, Inc.

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
	448056	DBA T-Mobile
	448057	DBA T-Mobile
	449066	DBA T-Mobile
	479013	DBA T-Mobile
	498022	DBA T-Mobile
	499013	DBA T-Mobile
	528001	DBA T-Mobile
	528002	DBA T-Mobile
	528003	DBA T-Mobile
	529013	DBA T-Mobile
	539014	DBA T-Mobile
	629003	DBA T-Mobile
T-Mobile Puerto Rico LLC	639003	DBA T-Mobile
Powertel/Memphis, Inc.	268020	DBA T-Mobile
	268021	DBA T-Mobile
	288001	DBA T-Mobile
	288002	DBA T-Mobile
	299022	DBA T-Mobile
T-Mobile Northeast LLC, VoiceStream Pittsburgh L.P., and T-Mobile Central LLC	179014	DBA T-Mobile
T-Mobile Central LLC and Powertel/Memphis, Inc.	259042	DBA T-Mobile
Powertel/Memphis, Inc. and T-Mobile Central LLC	269024	DBA T-Mobile
Powertel/Memphis, Inc. and T-Mobile South LLC	289029	DBA T-Mobile
T-Mobile Central LLC and VoiceStream Pittsburgh LP	309008	DBA T-Mobile
Iowa Wireless Services, LLC		DBA T-Mobile
T-Mobile Subsidiary IV Corporation		DBA T-Mobile
VoiceStream Pittsburgh LP		DBA T-Mobile

(800) Operating Companies and Affiliates

Data Collection Form

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OMB Control No. 3060-0986
OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	239005
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<810>	Reporting Carrier	SunCom Wireless, Inc.
<811>	Holding Company	T-Mobile USA, Inc.
<812>	Operating Company	SunCom Wireless, Inc.

<813>

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

(900) Tribal Lands Reporting
Data Collection Form

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

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
<035>	Contact Telephone Number - Number of person identified in data line <030>	425-383-4215
<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

<910>	Tribal Land(s) on which ETC Serves	Eastern Cherokee Reservation
<920>	Tribal Government Engagement Obligation	239005_NC_920.pdf Name of Attached Document (.pdf)

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

		Select (Yes,No, NA)
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions;	**Yes**
<922>	Feasibility and sustainability planning;	**Yes**
<923>	Marketing services in a culturally sensitive manner;	**Yes**
<924>	Compliance with Rights of way processes	**Yes**
<925>	Compliance with Land Use permitting requirements	**Yes**
<926>	Compliance with Facilities Siting rules	**Yes**
<927>	Compliance with Environmental Review processes	**Yes**
<928>	Compliance with Cultural Preservation review processes	**Yes**
<929>	Compliance with Tribal Business and Licensing requirements.	**Yes**

(1200) Terms and Condition for Lifeline Customers	FCC Form 481
Lifeline	OMB Control No. 3060-0986
	OMB Control No. 3060-0819
Data Collection Form	July 2013

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
<035>	Contact Telephone Number - Number of person identified in data line <030>	425-383-4215
<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 — 239005_NC_1210.pdf

Name of attached document (.pdf)

<1220> Link to Public Website — HTTP

Please check these boxes below to confirm that the attached PDF, 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

<010>	Study Area Code	239005
<015>	Study Area Name	SunCom Wireless, Inc.
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Rhonda R. Thomas
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<039>	Contact Email Address - Email Address of person identified in data line <030>	rhonda.thomas63@t-mobile.com

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

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:	SunCom Wireless, Inc.		
Signature of Authorized Officer:	Chris Miller	Date	10/10/13
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:	239005	Filing Due Date for this form:	10/15/2013

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.

SERVICE QUALITY IMPROVEMENT PLAN

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

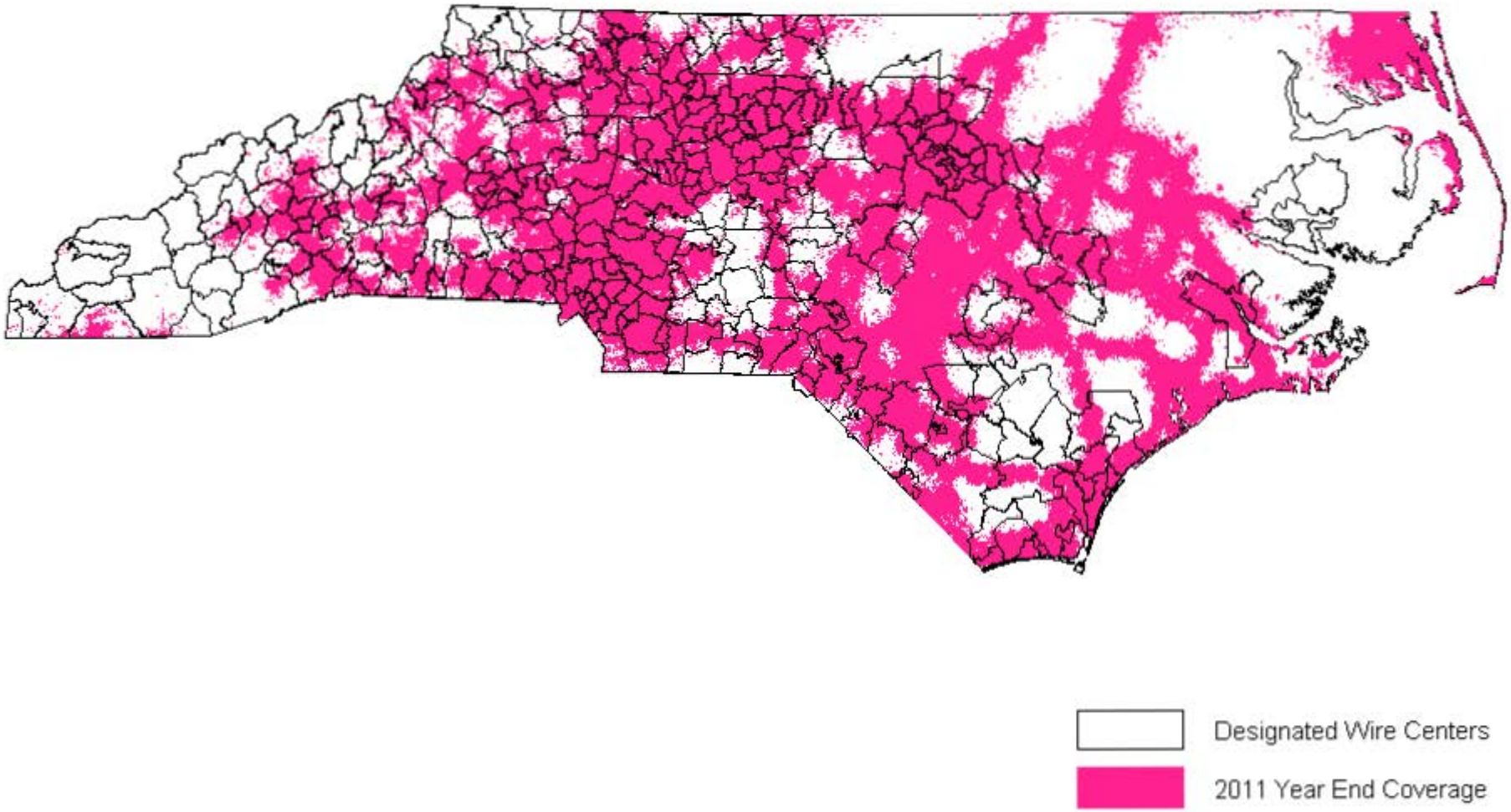
PROGRESS REPORT

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

T-Mobile

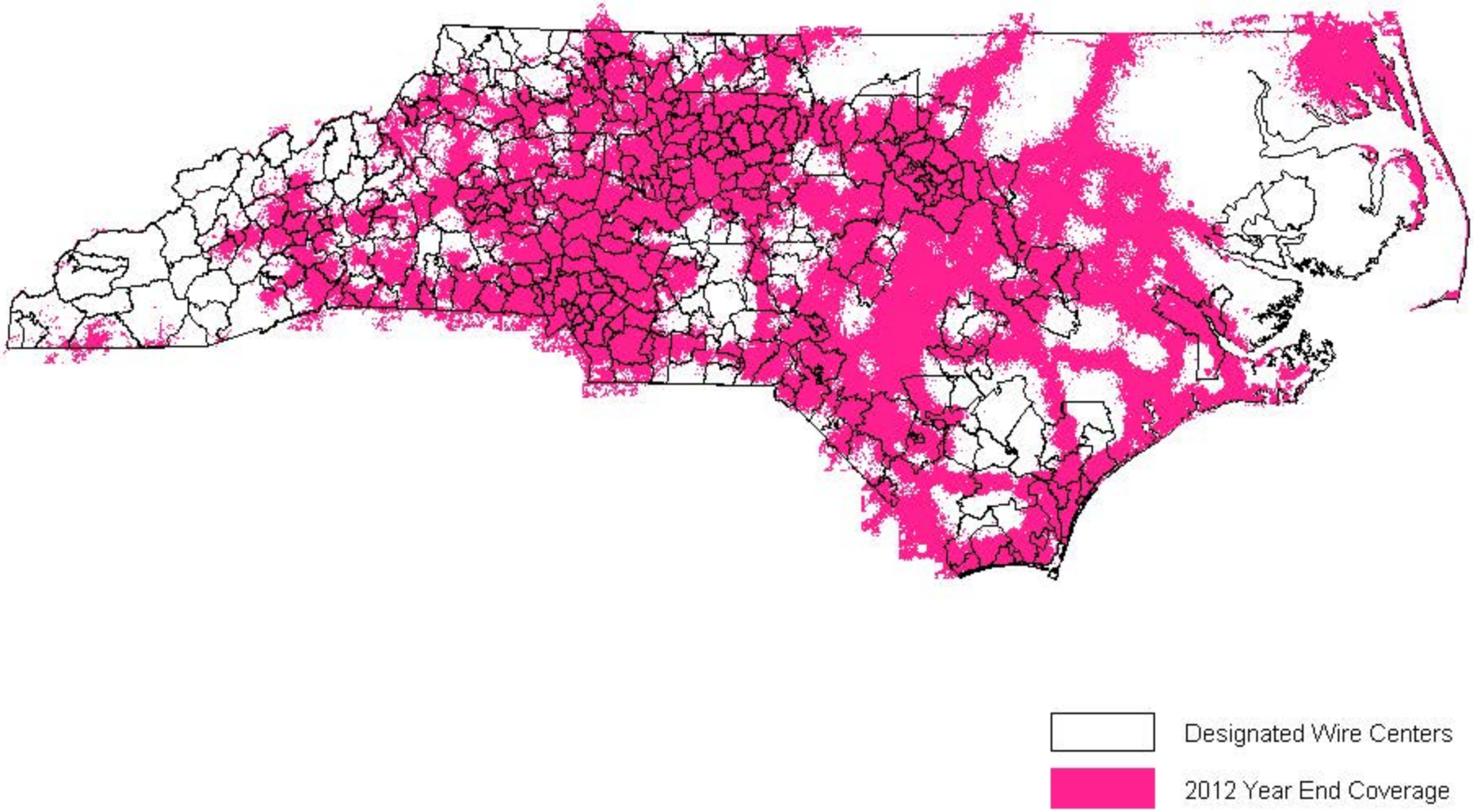
T-Mobile Coverage: North Carolina



REDACTED FOR PUBLIC INSPECTION

T-Mobile

T-Mobile Coverage: North Carolina



239005

North Carolina

<510>

Service Quality Standards & Consumer Protection Rules Compliance

REDACTED FOR PUBLIC INSPECTION

CTIA
The Wireless Association®

Expanding the Wireless Frontier

Steve Largent
President/CEO

June 12, 2013

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, 2013 – December 31, 2013, 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.

Sincerely,

Congratulations, John!

Steve

Steve Largent

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

Attachment

239005

North Carolina

<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

Tribal Consultation

FCC Rule 54.313(a)(9) requires T-Mobile to consult with the Tribes within its ETC Service Area on matters related to the provision of telecommunications services on tribal lands. Specifically, an ETC must demonstrate that it has had "discussions with Tribal governments that, at a minimum, included:

i. A needs assessment and deployment planning with a focus on Tribal community anchor institutions;
ii. Feasibility and sustainability planning;
iii. Marketing services in a culturally sensitive manner;
iv. Rights of way processes, land use permitting, facilities siting, environmental and cultural preservation review processes; and
v. Compliance with Tribal business and licensing requirements. Tribal business and licensing requirements include business practice licenses that Tribal and non-Tribal business entities, whether located on or off Tribal lands, must obtain upon application to the relevant Tribal government office or division to conduct any business or trade, or deliver any goods or services to the Tribes, Tribal members, or Tribal lands. These include certificates of public convenience and necessity, Tribal business licenses, master licenses, and other related forms of Tribal government licensure.

T-Mobile's ETC Service Area in North Carolina includes the tribal lands of 1 federally recognized Indian Tribe. T-Mobile has established a tribal consultation process with all federally-recognized tribes in its ETC Service Area. In particular, in 2012, T-Mobile contacted each federally-recognized tribe within its ETC service area and sent letters that:

- explained the purpose of these communications with the tribe, including outlining the requirements identified above and the additional guidance provided by the Office of Native American Programs ("ONAP");
- provided T-Mobile contact information;
- identified T-Mobile facilities and/or cell sites on tribal lands;

- identified available T-Mobile rate plans and service offerings; and
- requested information in response from the tribes to ensure that T-Mobile meets all applicable tribal requirements related to:
    - Deployment planning with a focus on Tribal community anchor institutions;
    - Feasibility and sustainability planning;
    - Marketing services in a culturally sensitive manner;
    - Rights of way processes, land use permitting, facilities siting, environmental and cultural preservation review processes;
    - Compliance with Tribal business and licensing requirements; and,
    - Any other needs, questions or concerns that the tribes may have.

An example of the letters that T-Mobile sent is included as Attachment 1.

The Indian Tribe that has a presence within T-Mobile's ETC Service Area in North Carolina is identified in Attachment 2, along with a summary of the contacts that T-Mobile had with each during 2012. Thereafter, T-Mobile contacted the tribe by email and/or phone in an attempt to address any questions or concerns. T-Mobile continues to consult with the tribe within its ETC Service Area regarding the provision of telecommunications services on tribal land as part of its on-going obligations as an ETC in North Carolina.

T · ·Mobile®

November 20, 2012

[redacted]

Re: Federal Universal Service Support Recipient Requirements
Tribal Consultation, Second Notice

To Whom It May Concern:

T-Mobile USA, Inc. ("T-Mobile") provides Commercial Mobile Radio Service in North Carolina and has been designated as an Eligible Telecommunications Carrier ("ETC") for purposes of federal high cost universal service support in certain geographic areas of North Carolina, including in all or part of [redacted] As an ETC, T-Mobile is subject to the rules and requirements of the Federal Communications Commission, including 47 C.F.R. § 54.313(a)(9), which requires any recipient of federal high cost universal service support that provides service on tribal lands to consult with Tribal authorities on topics such as marketing services and the construction of new sites on Tribal Lands.

On October 16, 2012, T-Mobile provided the Tribe with information regarding its services on [redacted] and respectfully requested information from [redacted] to assist T-Mobile in facilitating meaningful and cooperative discussions for the tribal consultation process, consistent with the federal rules. To date, T-Mobile has not received a response from [redacted] so the Company is resending this information in effort to foster further communication between [redacted] and T-Mobile. T-Mobile recognizes that the Tribe has many priority issues to deal with, so, if it is not able to respond to this letter, then please maintain the information contained in this letter and contact the Company in the future to discuss any issues or concerns about the provision of service on the [redacted]

If possible, however, we would greatly appreciate your time and effort in both reviewing the information that T-Mobile is providing the Tribe and responding at your earliest convenience.

1. <u>T-Mobile Tribal Point of Contact</u>:

Rhonda Thomas

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4215
rhonda.thomas63@t-mobile.com

To ensure that we are properly consulting with the Tribe and meeting your requirements for this process, it would be helpful if the [redacted] would provide T-Mobile with its contact information for the consultation process.

2. Communications Facilities (Cell Sites) on Reservation(s): T-Mobile currently does not have any cell sites located on [redacted]
   a. T-Mobile currently does not have plans for the installation or construction of additional cell sites in 2012 on [redacted]
   b. As previously mentioned, to ensure that we are properly consulting with the Tribe and meeting your requirements for this process, it would be most helpful if you could provide T-Mobile with the following information:
      i. a point of contact for the installation or construction of cell sites on tribal lands in the future;
      ii. description of tribal communities, travel corridors, and other locations where additional wireless coverage would be beneficial; and
      iii. identification of any requirements for the placement of cell sites on [redacted]

3. Communications Services Available on Reservation: T-Mobile currently offers numerous rate plans and services available to consumers throughout the United States, including on [redacted] T-Mobile's generally available service offerings can be found at www.t-mobile.com. T-Mobile makes available the same services on Tribal Lands within T-Mobile's ETC designated service area, plus an enhanced Lifeline service offering that includes:
   - $1.00 per month discounted rate plan (based on a $19.99 per month rate plan less an applicable $18.99 discount for eligible residents of tribal lands);
   - 145 Whenever minutes,® 500 night minutes, and 500 weekend minutes per month;
   - additional minutes priced at $0.05 per minute;

- competitive terms and conditions of service, including no service contract and no early termination fee for cancelling service; and
- an affordable handset based upon available handset inventory at the time of activation.

a. To ensure that we are properly consulting with the Tribe and meeting your requirements for this process, it would be most helpful if you could provide T-Mobile with the following:
   i. information o n methods for advertising and outreach on [redacted] to make eligible residents aware of T-Mobile's enhanced tribal Lifeline service offering; and
   ii. identification of communications services not available on [redacted] that residents would like to have access to.

In closing, it would be greatly appreciated if you would please provide the requested information to T-Mobile's Tribal Point of Contact as your earliest convenience. T-Mobile looks forward to coordinating with [redacted] on the deployment of facilities and services on [redacted]

Respectfully,

Rhonda Thomas
Regulatory Manager, Universal Service
T-Mobile USA, Inc.

Federally-Recognized Tribal Lands Within T-Mobile's WA ETC Service Area	Name of Indian Tribe	Cell Sites On Tribal Lands	Oct. 16 Letter Sent	Nov. 21 Letter Sent	Follow-Up Calls/E-Mails
Eastern Cherokee Reservation	Eastern Band of Cherokee Indians	No	✔	✔	Phone Call

239005

North Carolina

<1210>

Rates, Terms and Conditions of Lifeline Plans

T-MOBILE LIFELINE RATES, TERMS AND CONDITIONS OF SERVICE

General Information

Upon designation as an Eligible Telecommunications Carrier ("ETC"), T-Mobile made 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 particular, T-Mobile has implemented processes to ensure that only eligible consumers obtain Lifeline Service. T-Mobile directly administers its Lifeline program and the application of benefits. T-Mobile does not contract with third party agencies to verify eligibility for Lifeline, other than when required or allowed to rely upon information provided by a state selected entity to verify eligibility of qualified consumers. Specific T-Mobile representatives are trained to review and validate applications for eligibility based on the applicable rules in any given jurisdiction, and the same representatives are trained to follow all applicable rules related to document handling and retention in addition to other matters that impact low-income benefit applicants. Verification of eligibility for Lifeline occurs prior to enabling Lifeline discounted service for any qualifying consumer.

T-Mobile's Lifeline Service Rates

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 Discount[1]	$10.00	$10.00	$10.00
Monthly rate for qualified low-income consumers[2]	$9.99	$19.88	$29.88
Talk	145 anytime mins 500 night mins 500 weekend mins Overage $0.05/min	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	$24.88	$34.88
Activation Fee	None	None	None
SIM card or SIM Starter Kit	$10.00	$25.00	$25.00

Consistent with paragraph 315 of the FCC's 2012 Lifeline Reform Order, T-Mobile also offers existing customers who qualify for Lifeline the option to receive their benefits on select pay in advance offerings that otherwise meet all applicable requirements.[3] The rates for qualifying pay in advance service offerings are included below:

	T-Mobile Pay In Advance Eligible Rate Plans			
	Plan #1	**Plan #2**	**Plan #3**	**Plan #4**
Monthly Rate before Lifeline discount	$30.00	$50.00	$60.00	$70.00
Applicable Lifeline Discount[4]	$10.00	$10.00	$10.00	$10.00
Monthly rate for qualified low-income consumers[5]	$20.00	$40.00	$50.00	$60.00
Talk	1500 Minutes or	Unlimited	Unlimited	Unlimited

[1] T-Mobile offers a $10.00 discount on its Basic Rate Plan consistent with its original designating order and provides a $10.00 discount on other Lifeline service offerings based upon the applicable $9.25 federal Lifeline discount and a Company additive of $0.75. T-Mobile only seeks reimbursement for the $9.25 federal Lifeline discount amount from the FUSF. For residents of tribal lands, T-Mobile offers an additional discount of up to $25.00.
[2] Taxes and fees additional.
[3] *See In the Matter of Lifeline and Link Up Reform and Modernization, Report and Order and Further Notice of Proposed Rulemaking*, WC Docket No. 11-42, FCC 12-11, released February 6, 2012 ("*Lifeline Reform Order*").
[4] T-Mobile offers a $10.00 on other Lifeline service offerings based upon the applicable $9.25 federal Lifeline discount and a Company additive of $0.75. T-Mobile only seeks reimbursement for the $9.25 federal Lifeline discount amount from the FUSF. For residents of tribal lands, T-Mobile offers an additional discount of up to $25.00.
[5] Taxes and fees additional.

Text	Messages	Unlimited	Unlimited	Unlimited
Web	30MB	Unlimited – speeds are reduced after 100MB	Unlimited – speeds are reduced after 2GB	Unlimited – speeds are reduced after 5GB
Nationwide calling	No extra charge	No extra charge	No extra charge	No extra charge
SIM card	$10.00	$10.00	$10.00	$10.00

T-Mobile's Lifeline service offerings 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, 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 are not 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 nationwide network and T-Mobile roaming partner networks. Lifeline service includes 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 are charged per use depending on the offering they select. These services, if provided, are available on a pay per use basis and the current charges for these services are 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 Lifeline benefits on 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.

In the future, T-Mobile may 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 must 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 must also comply with the terms and conditions Lifeline service. T-Mobile does not require its Lifeline customers to complete a credit check nor is 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 available other Lifeline service

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

Additionally, T-Mobile has prepared applications for Lifeline benefits that meet all applicable requirements within each jurisdiction that the Company provides Lifeline service and contain specific terms and conditions for customers receiving Lifeline benefits. T-Mobile's standard Lifeline application was reviewed and approved by the Federal Communications Commission[6] and is updated periodically based upon changes in applicable requirements, including revisions to the Federal Poverty Guidelines. T-Mobile makes its Lifeline application available to consumers via its website, upon request which can be made in writing, by email or by phone, and in other areas where consumers who are likely to qualify may have access.

T-Mobile's Lifeline applications include all of the language required by applicable federal rules. In particular, T-Mobile prominently includes the following notifications in its Lifeline applications:

- Lifeline is a Federal benefit that is not transferrable to any other person;
- Lifeline service is available for only one line per household. A household cannot receive benefits from multiple providers;
- A household is defined, for purposes of the Lifeline program, as any individual or group of individuals living at the same address that share income and expenses; and
- Violation of the one-per household rule is not permitted under federal rules and will result in the subscriber's de-enrollment from the program and possible criminal prosecution by the U.S. Government.

[6] *See In the Matter of Petition of T-Mobile USA, Inc. for Designation as a Low-Income Eligible Telecommunications Carrier, et al*, WC Docket 09-197, DA 12-1339, August 16, 2012 (*T-Mobile FCC ETC Designation*).

T-Mobile also requires that consumers certify to and acknowledge the following with respect to their application for Lifeline benefits:

- The information provided in this Application is true and correct to the best of my knowledge; I acknowledge that willfully providing false or fraudulent information in order to receive Lifeline service is punishable by fine or imprisonment, termination of all Lifeline benefits, and being barred from participating in the Lifeline program.

- I am eligible for Lifeline service through participation in the qualifying program(s) or meeting the income requirements as identified above.

- I have provided documentation of eligibility for Lifeline service, unless otherwise specifically exempted from providing such documentation, and the documentation I have provided demonstrates my eligibility. If I've provided income documentation other than a prior year's state, federal, or tribal tax return, I've submitted three consecutive months worth of the same type of document within the current calendar year. I understand that submitted documents will not be returned.

- I understand that I am required to inform T-Mobile within 30 days of any potential change in eligibility, including, but not limited to: (i) a move or change of address; (ii) any change in participation in the programs identified above or change in income or Household members; (iii) receiving Lifeline service from another provider; or (iv) any other change that would affect my eligibility for Lifeline service from T-Mobile; and that any failure to do so may result in penalties including loss of Lifeline benefits (among other things).

- I have provided the address where I currently reside and, if a temporary address has been provided, then I acknowledge that T-Mobile may attempt to verify my address every 90 days, and, if I do not respond to verification attempts within 30 days, then my Lifeline service may be terminated.

- My Household will receive only one Lifeline benefit and, to the best of my knowledge, no one in my Household is currently receiving Lifeline service from any other provider, wireline or wireless, postpaid, prepaid or free.

- I acknowledge that I will be required to annually re-certify eligibility and may be required to re-certify continued eligibility for Lifeline at any time and failure to re-certify will result in the termination of Lifeline benefits or other penalties.

- I authorize T-Mobile and its agents to access any records (including financial records) required to verify my statements herein and to confirm my eligibility

for Lifeline service. I authorize government agencies and their authorized representatives to discuss with and/or provide information to T-Mobile and its agents verifying my participation in public assistance programs that qualify me for Lifeline service.

- I acknowledge that T-Mobile may, and I give my consent for T-Mobile to, provide my personal information, including my name, address, and telephone number among other items as required, to the Universal Service Administrative Company for the purposes of verifying that neither I, nor anyone else in my Household, receive more than one Lifeline benefit.

A copy of the Lifeline application that T-Mobile makes available to consumers to use to apply for Lifeline services is included as Attachment 3.

Finally, T-Mobile makes it possible for consumers to apply for Lifeline benefits online. T-Mobile's online application mirrors its hard copy application, including all of the above identified notifications and certifications and allows consumers the opportunity to immediately provide all supporting documentation for their application, which facilitates a faster approval process. Some other benefits to applying for Lifeline service with T-Mobile online include that the consumer completes the application by inputting their personal information and answering questions to determine if they qualify, which may be easier to understand for some consumers, and the online application requires consumers to create a log in id and password to secure their information which also allows them to return to the application to update it as necessary or to check on its status.

Attachment 1

T-Mobile Terms and Conditions

T-Mobile Terms & Conditions

Did you activate (or renew) service prior to December 30, 2011? If yes, please click the date for the applicable version of the Terms and Conditions: July 24, 2011 | July 18, 2010 | June 28, 2008 | December 2004.

Effective December 30, 2011.

Your agreement with T-Mobile USA, Inc., including its affiliates, assignees, and agents ("T-Mobile") 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 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 T-Mobile services provided to you ("Service"); your phone, handset, device, SIM card, data card, or other equipment or third party device used with our 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 early termination, Rate Plan changes, and late payments, limitations of liability, privacy 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. Authorized changes may require your agreement to a new minimum term and/or 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 your Service after you make a change or addition; (d) 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 (e) 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 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 DATE WHEN 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 this 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 the 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 Sec. 16) 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 15 for details of the Puerto Rico Telecommunications Dispute Procedure.

REDACTED FOR PUBLIC INSPECTION

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. 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, 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 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 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 without paying an Early Termination Fee if you cancel **WITHIN 14 DAYS** of activating a new line of Service (30 days in California; other 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; (c) elect not to process your Service cancellation; or (d) charge you the suggested retail price or the cost to repair a 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 $200 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 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 WITHOUT AN EARLY TERMINATION FEE (if applicable) 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 WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY), 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.

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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 someone else, 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. Not all T-Mobile Devices are capable of being reprogrammed. 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 the T-Mobile 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 T-Mobile HotSpot. 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 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 T-Mobile Service are 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 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 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 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 (such as nights and weekend rates) 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 FlexPay and Prepaid, each minute of a call will be billed 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). T-Mobile-to-T-Mobile calls are those made between T-Mobile customers using their Devices while on the T-Mobile network (and not 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 Device can be used to purchase services and products from third-party providers (e.g., games, apps, ringtones, etc.) 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 T-Mobile. **Data Usage and Messaging:** Data usage is rounded up to the next full-kilobyte increment at the end of each data session. At the end of your billing cycle, or at the time you switch data plans, your total kilobytes are then rounded up to the next megabyte. 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. 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 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

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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.

11. * Data Plans and Other Features. You will be charged for data usage on a pay per use basis unless you are required to maintain a data plan ("Data Plan") as part of your Service, or as otherwise provided by your Rate Plan or prepaid data pass. **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. Unless 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 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 who use a disproportionate amount of bandwidth. In addition, if your total usage exceeds 5GB (amount is subject to change without notice; please check T-Mobile's T&Cs on www.T-Mobile.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 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 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 may 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, 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 (and not T-Mobile) are 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 your Off-Net domestic voice usage, data usage or messaging usage exceeds your Rate Plan Allotment, 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 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. 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

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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 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 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.

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 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 Muòoz 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 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 customer disputes.

16. * 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 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. 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.

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 Muòoz 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.

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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, Muòoz 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, and 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 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. **Even if your Device is lost or stolen, you must fulfill the remainder of your Term or the Early Termination Fee 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 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 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. 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 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 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 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; 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.

21. 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 at www.T-Mobile.com (www.T-Mobile.com.pr for Puerto Rico). After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

22. * Privacy Information. Our Privacy Policy governs how we collect and use information related to your use of our Service and is available online at www.T-Mobile.com/privacy. We may change our Privacy Policy without notice; however, if we change our policy

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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; 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 or 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 FlexPay Customers. T-Mobile FlexPay Service: You must pay for Services in advance each month ("Monthly Account") and Services will become available after we apply your payment. Your first Service cycle may start several days after activation. You may be unable to make changes to your account during certain periods of your Service cycle. **FlexAccount:** When you have used all of your monthly Allotments, to buy additional Services, you must fund your FlexAccount. All lines on a multi-line account share and draw from one FlexAccount. A FlexAccount may be only used to (1) purchase Services when you exhaust your Service Allotment(s); (2) purchase Services not included in your Rate Plan (e.g., downloads, messaging, 411, data and international services); and (3) pay your bill. By using any additional Services, applicable Charges will automatically be deducted from your FlexAccount. FlexAccount dollars you transfer to pay your bill in excess of the Amount Due cannot be returned to your FlexAccount. You cannot transfer funds from your Monthly Account to your FlexAccount. FlexAccount terms and rates differ from the terms and rates associated with our Prepaid Service (see www.T-Mobile.com for terms and rates).

*** Service cancellation.** If you cancel your FlexPay account within the Cancellation Period, all funds in your Monthly Account for Services not used are refunded. If you cancel your FlexPay account after the Cancellation Period, we may apply your FlexAccount balance to any amounts you owe us (including any Early Termination Fees). Funds in your Monthly Account will not be refunded if you cancel after the Cancellation Period. **Month-To-Month Plans:** To avoid cancellation and keep your account active, you must, at least once every 45 days: (a) pay for Services; (b) add funds to your FlexAccount; or (c) use your FlexAccount for Services. **One or Two Year Plans:** All lines on the account will be cancelled unless your monthly Services (prorated or otherwise) are activated at least once every ninety days after the due date listed in your payment reminder.

REDACTED FOR PUBLIC INSPECTION

Payments: You may access billing details on our website at www.my.T-Mobile.com. **If your "Amount Due" differs from the amount stated on your Payment Reminder, you must pay the Amount Due as stated on www.my.T-Mobile.com to continue Service. If you do not pay the Amount Due by the date on your Payment Reminder, your monthly Services will not be available.** If you pay after the date on your Payment Reminder, the Amount Due and the Service allotments you receive will be prorated for the number of days remaining in your Service cycle. **Partial Payment:** If you partially pay, your Services will not be available until your partial payment is equal to or greater than the prorated Charges for Service for the remaining days in your Service cycle. The Allotments you receive will be prorated based on the number of days remaining in that Service cycle. **Payment in Last Five Days:** To start Services during the last five days of the Service cycle, you must pay for those days plus the Amount Due for the following Service cycle. If you do not pay that full amount, then your payment will be applied as a partial payment toward the Amount Due for the next month's Service cycle. **Extension of Term:** If you are on a one or two-year contract, your Term may be extended by the total number of days for which you have not paid for monthly Services (e.g., if you only pay for prorated Services for the last 25 days of a 30 day Service cycle your Term may be extended by 5 days.) **Multi-line accounts:** You will have one Amount Due for all lines on a multi-line account, and any payments will be applied proportionately across all lines and all Services (e.g., if you have three lines on your account, you cannot pay for only one of the three lines, or just for certain Services). **Control Charge:** You will be charged a **Control Charge per line per month if you are not enrolled in and using EasyPay** (an automatic monthly recurring payment Service). The Control Charge may apply for at least one Service cycle after you sign up for EasyPay. If your payment fails, you will be required to pay a Control Charge to reinstate your Services. We may remove EasyPay from your account without notice if we determine in our sole discretion that the account is invalid or if an EasyPay payment fails.

Voluntary Suspension. We may allow you to voluntarily suspend Services and any amounts in your Monthly Account or unused Allotments will not be refunded or credited. Upon voluntary suspension, your Services and FlexAccount will no longer be available for use. To maintain the voluntary suspension and avoid cancellation, you must pay a monthly access fee and the Control Charge (if not using Easy Pay) for each line in advance of each month of the voluntary suspension.

29. Additional Terms for T-Mobile Prepaid Customers. To use T-Mobile Prepaid Service you must have a prepaid account balance or be on an active monthly 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; your monthly plan will be automatically renewed at the end of 30 days if you have a sufficient prepaid account balance. The Charges for Service and the amount of time that Service is available following activation of your prepaid account balance may vary; see www.T-Mobile.com for more information. Your account balance, if sufficient, 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. 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.

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Attachment 2

Family Mobile Terms and Conditions

Family Mobile Terms & Conditions

Effective December 27, 2011.

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 early termination and late payments, limitations of liability, privacy 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 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, 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, 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 <u>WITHIN 30 DAYS</u> FROM 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 at http://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.

<u>CLASS ACTION WAIVER</u>. 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.**

<u>JURY TRIAL WAIVER</u>. 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 Termination Fees. 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. Unless you have a month-to-month rate plan Term, **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 18). THE EARLY TERMINATION FEE IS: $50 IF TERMINATION OCCURS WITH MORE THAN 90 DAYS REMAINING ON YOUR TERM, AND THE LESSER OF $25 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF TERMINATION OCCURS IN THE LAST 90 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 that we port your number to another carrier.

4. * Cancellation and Returns. <u>Service Cancellation:</u> 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. If your new line of service has a contract term of one year or more, you can cancel that new line of Service without paying an Early Termination Fee 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) charge you the Early Termination Fee (for contract terms of one year or more); (c) elect not to process your Service cancellation; or (d) 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 Canellation 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 WITHOUT AN EARLY TERMINATION FEE (if applicable) 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 WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY), 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 portion of its coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For deatils on the availability of this service and wireless emergency alert capable Devices, please visit myfamilymobile.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 miniumum 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 Pack or WebPaks who use a disproportionate amount of bandwidth. In addition, if total usage on a Data Plan or with Extras Pack 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 congession, 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 availabilty of service may vary significantly. Some Rate Plans may not include data romaing. 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 out 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., 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"). 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.

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 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.

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. 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.

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.

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 at http://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 on myfamilymobile.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 do not apply. Arbitration or court proceedings must be in the county and state in which your billing address in our records is located, but not outside the U.S. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

Attachment 3

Consumer Lifeline Application

REDACTED FOR PUBLIC INSPECTION

T-Mobile

This signed Lifeline application ("Application") is required to enroll you in T-Mobile's Lifeline program in **North Carolina**. This Application is only for the purpose of verifying your eligibility for Lifeline and not for any other purpose. See next page for submission instructions.

THINGS TO KNOW ABOUT THE LIFELINE PROGRAM

(1) Lifeline is a Federal benefit that is not transferable to any other person;
(2) Lifeline service is available for only one line per Household. A Household cannot receive benefits from multiple providers;
(3) A Household is defined, for purposes of the Lifeline program, as any individual or group of individuals living at the same address that share income and expenses; and,
(4) Violation of the one-per Household rule is not permitted under federal rules and will result in the subscriber's de-enrollment from the program and possible criminal prosecution by the U.S. Government.

PERSONAL INFORMATION

First Name: _____ MI: _____ **Last Name:** _____ **Date of Birth:** _____/_____/_____

Eligible Dependent(s): _____

Last 4 Digits of Social Security Number or Tribal ID Number: _____

Contact Telephone Number: _____ **T-Mobile Number:** _____ (if applicable)

Residential Address: *Must be a street address (not a P.O. Box) and your principal residence*

Street Address: _____ Apt: _____ City: _____

State: _____ Zip Code: _____ ☐ Neither I nor any member of my Household has received Link Up at the above address.

Billing Address: ☐ Check here if the billing address is the residential address. *Billing Address may contain a P.O. Box*

Street Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

This address is: ☐ Permanent Address ☐ Temporary Address *If temporary, we may require your address to be certified or updated every 90 days*

☐ A shared, multi-Household residence

☐ Tribal Lands _____ I hereby certify that I reside on federally recognized Tribal lands.
Initial

ELIGIBILITY *(COMPLETE EITHER SECTION)*

PROGRAM BASED PARTICIPATION

_____ I hereby certify that I or my eligible dependent(s) qualify to participate in at least one of the following programs: *(check all that apply)*
Initial

☐ Supplemental Security Income (SSI)
☐ Supplemental Nutrition Assistance Program (SNAP) or Food Stamps
☐ Medicaid
☐ Federal Public Housing Assistance (FPHA) or Section 8
☐ Low Income Home Energy Assistance Program (LIHEAP)
☐ Temporary Assistance for Needy Families (TANF)
☐ National School Lunch Program's free lunch program
☐ Bureau of Indian Affairs General Assistance
☐ Tribally Administered Temporary Assistance for Needy Families (TTANF)
☐ Food Distribution Program on Indian Reservation (FDPIR)
☐ Head Start (must satisfy income qualifying standard)
☐ Crisis Intervention Program

DOCUMENTATION REQUIREMENTS

YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE FOLLOWING DOCUMENTS:

(1) current or prior year's statement of benefits from qualifying assistance program;
(2) notice or letter of participation in a qualifying assistance program;
(3) program participation documents; or,
(4) official documents demonstrating receipt of benefits from a qualifying assistance program.

OR

INCOME-BASED PARTICIPATION

_____ I hereby certify that my Household income is at or below 135% of the Federal Poverty Guidelines as identified below. There are _____ members in my Household. *(check box that applies)*
Initial

Member of Household	Household Income must be at or below
1 ☐	$15,512
2 ☐	$20,939
3 ☐	$26,366
4 ☐	$31,793
5 ☐	$37,220
6 ☐	$42,647
7 ☐	$48,074
8 ☐	$53,501
For every additional member of your Household, add $5,427	

DOCUMENTATION REQUIREMENTS

YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE FOLLOWING DOCUMENTS:

(1) prior year's state, federal or tribal tax return;
(2) Social Security, Veteran's Administration, unemployment, worker's compensation, retirement or pension benefits statement;
(3) current income statement from your employer or paycheck stubs;
(4) Federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance; or,
(5) divorce decree or child support document.

SUBMITTED DOCUMENTS WILL NOT BE RETURNED

REDACTED FOR PUBLIC INSPECTION

T-Mobile

First Name: _____ MI: _____ **Last Name:** _____ **Date of Birth:** _____/_____/_____

Last 4 Digits of Social Security Number or Tribal ID Number: _____ **T-Mobile Number:** _____

CERTIFICATION

I certify, under penalty of perjury, that: *Initial by Each Certification*

_____ The information provided in this Application is true and correct to the best of my knowledge; I acknowledge that willfully providing false or fraudulent information in order to receive Lifeline service is punishable by fine or imprisonment, termination of all Lifeline benefits, and being barred from participating in the Lifeline program.

_____ I am eligible for Lifeline service through participation in the qualifying program(s) or meeting the income requirements as identified above.

_____ I have provided documentation of eligibility for Lifeline service, unless otherwise specifically exempted from providing such documentation, and the documentation I have provided demonstrates my eligibility. If I've provided income documentation other than a prior year's state, federal, or tribal tax return, I've submitted three consecutive months worth of the same type of document within the current calendar year. I understand that submitted documents will not be returned.

_____ I understand that I am required to inform T-Mobile within 30 days of any potential change in eligibility, including, but not limited to: (i) a move or change of address; (ii) any change in participation in the programs identified above or change in income or Household members; (iii) receiving Lifeline service from another provider; or (iv) any other change that would affect my eligibility for Lifeline service from T-Mobile; and that any failure to do so may result in penalties including loss of Lifeline benefits (among other things).

_____ I have provided the address where I currently reside and, if a temporary address has been provided, then I acknowledge that T-Mobile may attempt to verify my address every 90 days, and, if I do not respond to verification attempts within 30 days, then my Lifeline service may be terminated.

_____ My Household will receive only one Lifeline benefit and, to the best of my knowledge, no one in my Household is currently receiving Lifeline service from any other provider, wireline or wireless, postpaid, prepaid or free, including SafeLink or Assurance Wireless.

_____ I acknowledge that I will be required to annually re-certify eligibility and may be required to re-certify continued eligibility for Lifeline at any time and failure to re-certify will result in the termination of Lifeline benefits or other penalties.

_____ I authorize T-Mobile and its agents to access any records (including financial records) required to verify my statements herein and to confirm my eligibility for Lifeline service. I authorize government agencies and their authorized representatives to discuss with and/or provide information to T-Mobile and its agents verifying my participation in public assistance programs that qualify me for Lifeline service.

_____ I acknowledge that T-Mobile may, and I give my consent for T-Mobile to, provide my personal information, including my name, address, and telephone number among other items as required, to the Universal Service Administrative Company for the purposes of verifying that neither I, nor anyone else in my Household, receive more than one Lifeline benefit.

APPLICANT SIGNATURE: _____ DATE: _____

SUBMISSION INSTRUCTIONS

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND CAN BE SUBMITTED BY:

MAIL
T-MOBILE – LIFELINE SUPPORT
P.O. BOX 37380
ALBUQUERQUE, NEW MEXICO 87176

FAX
813-348-5724

IF YOU HAVE QUESTIONS, PLEASE CALL 1-800-937-8997 FOR ASSISTANCE.

NOTICES

T-Mobile offers Lifeline services only in areas where it has been designated as an Eligible Telecommunications Carrier. Link Up is available only to qualifying consumers who also reside on federally-recognized tribal lands. For purposes of the Lifeline program, the term "Tribal Lands" includes any federally recognized Indian tribe's reservation, pueblo, or colony, including former reservations in Oklahoma, Alaska Native regions established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), Indian allotments, and Hawaiian Home Lands.

FOR OFFICE USE ONLY
Representative: _____ Signature: _____ Date: _____
Documentation Verified: _____ BAN: _____
Subscriber No: _____

REDACTED FOR PUBLIC INSPECTION

This signed Lifeline application ("Application") is required to enroll you in the Family Mobile Lifeline Discount Program in **North Carolina**. The Family Mobile Lifeline Discount Program is administered by T-Mobile USA, Inc. ("T-Mobile"). This Application is only for the purpose of verifying your participation in these programs and will not be used for any other purpose. See next page for submission instructions.

Family Mobile lifeline DISCOUNT PROGRAM

THINGS TO KNOW ABOUT THE LIFELINE PROGRAM

(1) Lifeline is a Federal benefit that is not transferable to any other person;
(2) Lifeline service is available for only one line per Household. A Household cannot receive benefits from multiple providers;
(3) A Household is defined, for purposes of the Lifeline program, as any individual or group of individuals living at the same address that share income and expenses; and,
(4) Violation of the one-per Household rule is not permitted under federal rules and will result in the subscriber's de-enrollment from the program and possible criminal prosecution by the U.S. Government.

PERSONAL INFORMATION

First Name: _____ MI: _____ **Last Name:** _____ **Date of Birth:** _____/_____/_____

Eligible Dependent(s): _____

Last 4 Digits of Social Security Number or Tribal ID Number: _____

Contact Telephone Number: _____ **Family Mobile Number:** _____ (if applicable)

Residential Address: *Must be a street address (not a P.O. Box) and your principal residence*

Street Address: _____ Apt: _____ City: _____

State: _____ Zip Code: _____ ☐ Neither I nor any member of my Household has received Link Up at the above address.

Billing Address: ☐ Check here if the billing address is the residential address. *Billing Address may contain a P.O.Box*

Street Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

This address is: ☐ Permanent Address ☐ Temporary Address *If temporary, we may require your address to be certified or updated every 90 days*

☐ A shared, multi-Household residence

☐ Tribal Lands _____ *Initial* I hereby certify that I reside on federally recognized Tribal lands.

ELIGIBILITY *(COMPLETE EITHER SECTION)*

PROGRAM BASED PARTICIPATION

_____ *Initial* I hereby certify that I or my eligible dependent(s) qualify to participate in at least one of the following programs: *(check all that apply)*

- ☐ Supplemental Security Income (SSI)
- ☐ Supplemental Nutrition Assistance Program (SNAP) or Food Stamps
- ☐ Medicaid
- ☐ Federal Public Housing Assistance (FPHA) or Section 8
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ National School Lunch Program's free lunch program
- ☐ Crisis Intervention Program
- ☐ Bureau of Indian Affairs General Assistance
- ☐ Tribally Administered Temporary Assistance for Needy Families (TTANF)
- ☐ Food Distribution Program on Indian Reservation (FDPIR)
- ☐ Head Start (must satisfy income qualifying standard)

DOCUMENTATION REQUIREMENTS

YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE FOLLOWING DOCUMENTS:

(1) current or prior year's statement of benefits from qualifying assistance program;
(2) notice or letter of participation in a qualifying assistance program;
(3) program participation documents; or,
(4) official documents demonstrating receipt of benefits from a qualifying assistance program.

OR

INCOME-BASED PARTICIPATION

_____ *Initial* I hereby certify that my Household income is at or below 135% of the Federal Poverty Guidelines as identified below. There are _____ members in my Household. *(check box that applies)*

Member of Household	Household Income must be at or below
1 ☐	$15,512
2 ☐	$20,939
3 ☐	$26,366
4 ☐	$31,793
5 ☐	$37,220
6 ☐	$42,647
7 ☐	$48,074
8 ☐	$53,501
For every additional member of your Household, add $5,427	

DOCUMENTATION REQUIREMENTS

YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE FOLLOWING DOCUMENTS:

(1) prior year's state, federal or tribal tax return;
(2) Social Security, Veteran's Administration, unemployment, worker's compensation, retirement or pension benefits statement;
(3) current income statement from your employer or paycheck stubs;
(4) Federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance; or,
(5) divorce decree or child support document.

SUBMITTED DOCUMENTS WILL NOT BE RETURNED

REDACTED FOR PUBLIC INSPECTION

Lifeline Application (continued)

First Name: _____MI: _____**Last Name:** _____**Date of Birth:** _____/_____/_____

Last 4 Digits of Social Security Number or Tribal ID Number: _____**Family Mobile Number:** _____

CERTIFICATION

I certify, under penalty of perjury, that: *Initial by Each Certification*

_____ The information provided in this Application is true and correct to the best of my knowledge; I acknowledge that willfully providing false or fraudulent information in order to receive Lifeline service is punishable by fine or imprisonment, termination of all Lifeline benefits, and being barred from participating in the Lifeline program.

_____ I am eligible for Lifeline service through participation in the qualifying program(s) or meeting the income requirements as identified above.

_____ I have provided documentation of eligibility for Lifeline service, unless otherwise specifically exempted from providing such documentation, and the documentation I have provided demonstrates my eligibility. If I've provided income documentation other than a prior year's state, federal, or tribal tax return, I've submitted three consecutive months worth of the same type of document within the current calendar year. I understand that submitted documents will not be returned.

_____ I understand that I am required to inform T-Mobile within 30 days of any potential change in eligibility, including, but not limited to: (i) a move or change of address; (ii) any change in participation in the programs identified above or change in income or Household members; (iii) receiving Lifeline service from another provider; or (iv) any other change that would affect my eligibility for Lifeline service from T-Mobile; and that any failure to do so may result in penalties including loss of Lifeline benefits (among other things).

_____ I have provided the address where I currently reside and, if a temporary address has been provided, then I acknowledge that T-Mobile may attempt to verify my address every 90 days, and, if I do not respond to verification attempts within 30 days, then my Lifeline service may be terminated.

_____ My Household will receive only one Lifeline benefit and, to the best of my knowledge, no one in my Household is currently receiving Lifeline service from any other provider, wireline or wireless, postpaid, prepaid or free, including SafeLink or Assurance Wireless.

_____ I acknowledge that I will be required to annually re-certify eligibility and may be required to re-certify continued eligibility for Lifeline at any time and failure to re-certify will result in the termination of Lifeline benefits or other penalties.

_____ I authorize T-Mobile and its agents to access any records (including financial records) required to verify my statements herein and to confirm my eligibility for Lifeline service. I authorize government agencies and their authorized representatives to discuss with and/or provide information to T-Mobile and its agents verifying my participation in public assistance programs that qualify me for Lifeline service.

_____ I acknowledge that T-Mobile may, and I give my consent for T-Mobile to, provide my personal information, including my name, address, and telephone number among other items as required, to the Universal Service Administrative Company for the purposes of verifying that neither I, nor anyone else in my Household, receive more than one Lifeline benefit.

APPLICANT SIGNATURE: _____ DATE: _____

SUBMISSION INSTRUCTIONS

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND CAN BE SUBMITTED BY:

MAIL
WALMART FAMILY MOBILE – LIFELINE SUPPORT
P.O. BOX 37380
ALBUQUERQUE, NEW MEXICO 87176

FAX
813-353-6724

IF YOU HAVE QUESTIONS, PLEASE CALL 1-877-440-9758 FOR ASSISTANCE.

NOTICES

The Walmart Family Mobile Lifeline Discount Program is administered by T-Mobile and is only available where T-Mobile has been designated as an Eligible Telecommunications Carrier. Link Up is available only to qualifying consumers who also reside on federally-recognized tribal lands. For purposes of the Lifeline program, the term "Tribal Lands" includes any federally recognized Indian tribe's reservation, pueblo, or colony, including former reservations in Oklahoma, Alaska Native regions established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), Indian allotments, and Hawaiian Home Lands. Walmart and Family Mobile are trademarks of Wal-Mart Stores, Inc.

FOR OFFICE USE ONLY
Representative: _____ Signature: _____ Date: _____
Documentation Verified: _____ BAN: _____
Subscriber No: _____