

## **Important Service/Product Specific Terms**

Effective 08/01/13

These terms are subject to the Assurance Wireless General Terms and Conditions. Prices, rates, offers and programs are subject to change without notice, may not be available with all devices or in all markets/retail locations, or combinable with other promotions/options. Monthly service charges are not refunded or prorated if service is terminated or modified before your next payment date. Unused monthly service allotments, including, but not limited to, plan minutes, messages or data allotments, expire at the end of each monthly plan period or when a customer switches service plans and do not carry forward. Partial minutes of use are rounded up to the next whole minute.

**Nature of our Service.** Assurance Wireless is brought to you by Virgin Mobile USA, LP on the Sprint-owned network and is a Lifeline Assistance program supported by the federal Universal Service Fund program (“Lifeline Assistance”). Assurance Wireless service is limited to eligible customers (varies by state and subject to continued verification) and is non-transferable. One Lifeline Assistance line (wireless or wireline) per household. The primary use of your free device must be for domestic purposes within the Sprint-owned network and for other purposes outlined in our offers. Domestic means use in the 48 contiguous states, Hawaii, DC, Puerto Rico and the Virgin Islands. Service not available with Virgin Mobile Smartphones. Consumers who make willful false statements to obtain benefits may be punished by fine or imprisonment or may be barred from the program.

**Messaging (text, picture, video, email and IM):** Domestic & international rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. International: International calls are charged at the per-minute rate for the country being called plus your standard airtime rate. International long distance rates vary & are subject to change without notice (visit [assurancewireless.com](http://assurancewireless.com) for current rate information). **GPS Navigation:** Environment may limit GPS location information.

**Third-Party Content:** Subscribers may purchase mobile content on a per item or monthly basis from Virgin Mobile storefronts and other entities. Content fees will be deducted from subscriber’s account balance. Subscribers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Call customer service for information on usage controls (e.g., account blocking tools). Local phone numbers may not be available in certain markets. Additional fees may apply for phone number or equipment change requests processed by customer service. You can request to change your mobile phone number up to three times each year. You may check your balance at any time free of charge online at [assurancewireless.com](http://assurancewireless.com) or from your mobile phone. Your account history is available online for 60 days unless you switch service options.

**Adding Funds to Your Account.** You must add money to create a cash balance in your Assurance Wireless account to pay for monthly plan options (e.g., \$5 plan, third-party content) or for wireless

usage after the free plan's 250 voice and 250 message allocations. Funds can be added using one of Virgin Mobile's Payment methods (credit, debit, PayPal Account or Top-Up card). Customers can add a maximum of \$200/transaction to their accounts and up and until the customers total account balance exceeds \$400. Funds cannot be used for any other wireless service. Adding funds through Virgin Mobile customer service may result in processing fees. State, local sales taxes and fees may apply when adding funds to your account.

**Payments & Chargebacks.** Your payment date (when applicable) is the date you subscribe to one of our paid for plans. We will first attempt to deduct payment for monthly services from your account balance and then will apply the charge to any registered payment method on file with Assurance Wireless. We reserve the right to suspend service for up to 30 days if a credit card or PayPal account charge we deem authorized for your account is disputed. If a chargeback is not resolved/reversed at the end of the 30 day period, the account will be deactivated and remaining funds in the account will be lost. We may terminate service for multiple chargebacks or require that funds be added solely by Top-Up.

**Account Activity Requirement.** You must actively use your Assurance Wireless service. If you do not make or answer a voice call or purchase minutes at least once during any 60-day period, Assurance Wireless will provide you with a notice of inactivity to inform you that you must use the service within 30 days or be de-enrolled. If you receive a notice of inactivity, you must make or answer a voice call at least once during the 30-day period following the notification or confirm that you would like to continue receiving Lifeline service in order to remain eligible and avoid termination of your Assurance Wireless Lifeline service.

**Maintaining Eligibility and Service.** You will receive Lifeline service from Assurance Wireless as long as you meet and continue to verify the Assurance Wireless eligibility requirements. If Assurance Wireless has reason to believe that you are no longer eligible for Assurance Wireless Lifeline service for any reason, including but not limited to instances in which (1) you have notified us of your ineligibility; (2) you have failed to respond to a request by Assurance Wireless to confirm your eligibility and/or address by the response date provided; (3) you have responded to a request by Assurance Wireless to confirm your eligibility but failed to submit adequate proof of your eligibility status; or (4) a state or federal agency alerts Assurance Wireless to your ineligibility, Assurance Wireless will notify you of impending termination of your Assurance Wireless Lifeline service. You will have 30 days to respond to this notice. Confirmation of eligibility must occur during this 30 days or your Assurance Wireless Lifeline service will be terminated. If your eligibility is not confirmed prior to the end of the applicable 30-day period following notification of inactivity or impending termination, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes.

**Using Assurance Wireless Services after Termination of Lifeline Service.** You can continue to

use Assurance Wireless service after termination of Assurance Wireless Lifeline service if you have a sufficient balance in your account. You will be charged at the rate listed below for each service you access, including 10¢ for each minute or text (sent or received) you use. If you added \$10-\$19.99 to your account, your account will remain active for 45 days. If you added \$20 or more to your account, the account will remain active for 90 days. If you do not add funds at the end of the active period, your account will expire within 60 days and we will deactivate your service.

**Transition Period after Termination of Lifeline Service for FL & TX customers.** For 365 days after termination of Assurance Wireless Lifeline service, if you have a sufficient balance in your account, charged at the rate listed below for each service you access, including, 10¢ for each additional minute or text (sent or received) you use. After the end of this 365 day-period, if you have not transitioned to Virgin Mobile, your account will expire and we will deactivate your service. **Expired Accounts:** If your account expires or is terminated, you will lose your phone number, and Assurance Wireless will assess you a termination charge equal to the value of the balance in your account.

**Prohibited Network Uses.** To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use our service in a manner that interferes with another Assurance Wireless or Virgin Mobile customer's use of our service or disproportionately impacts Virgin Mobile's network resources. Assurance Wireless reserves the right, without notice or limitation, to terminate individual calls, or after providing notice to you, offer you a different service plan with no unlimited usage components, limit data throughput speeds or quantities, or deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited voice or data uses detailed below or if Assurance Wireless, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. Examples of Prohibited Voice Uses. Virgin Mobile voice services are provided solely for live dialogue between, and initiated by, two individuals for personal use & as otherwise described in this policy. Assurance Wireless voice services may not be used for any other commercial purposes including, but not limited to, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals. Examples of Prohibited Data Uses. Assurance Wireless data services are provided solely for purposes of web browsing, messaging, and similar data activities. You may not use the data service: (1) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines; (2) as a substitute or backup for private lines or frame relay connections; (3) to send or receive unusually high numbers of messages; (4) to engage in atypical web usage behaviors; (5) for any activity that adversely affects the ability of other people or systems to use either our wireless services or other parties' Internet-based resources; and (6) for any other reason that, in our sole

discretion, harms our network. **UNLIMITED USE PLANS.** If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Virgin Mobile Prohibited Network Uses and Assurance Wireless General Terms and Conditions. **Network Management and Performance:** Assurance Wireless telecommunication services are provided on the Sprint network. For important information on Sprint's network management tools, policies and other related information, please visit [virginmobileusa.com/networkmanagement](http://virginmobileusa.com/networkmanagement).

**Return Policy.** Assurance Wireless phones are provided free of charge or can be purchased from Virgin Mobile or authorized retailers. Devices purchased directly from Virgin Mobile can be returned within 14 days of purchase. Customer may return the complete, undamaged device in its original packaging and all of its components along with the original receipt. Devices purchased from other retail locations are subject to the other location's return policy.

**State Dispute Resolution Information.** Unresolved questions or complaints regarding Lifeline service may be directed to the following state offices or agencies: **Colorado:** Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456-0858, FAX 303-894-2432, email [PUCconsumer.complaints@dora.state.co.us](mailto:PUCconsumer.complaints@dora.state.co.us). **Georgia:** Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501. **Kansas:** Kansas Corporation Commission, Office of Public Affairs and Consumer Protection, at KCC - Consumer Protection, 1500 SW Arrowhead Road, Topeka, KS 66604 or toll-free 1.800.662.0027 or in Topeka 785.271.3140. Hearing or speech impaired TDD Kansas Relay Center 1.800.766.3777. **Massachusetts:** Massachusetts Department of Telecommunications and Cable at (800) 392-6066 or (617) 305-3531. **Oregon:** For Oregon customers, contact the Oregon Public Utility Commission Consumer Services Section at 1-800-522-2404, [puc.consumer@state.or.us](mailto:puc.consumer@state.or.us), or P.O. Box 2148, Salem, OR 97308. **Washington:** Washington State Office of Attorney General, Consumer Protection Division at 1-800-551-4636.

### **Assurance Wireless Rates**

**250 Free Minutes and Message Offer:** Includes 250 free voice minutes and 250 messages per month. **\$5 Talk & Text Offer:** 500 voice minutes – 250 free + 250 additional; 500 messages - 250 free messages + 250 additional/month. **\$20 Talk and Text:** 1000 voice minutes – 250 free + 750 additional; 1000 messages - 250 free texts + 750 additional/month. **\$30 Unlimited Talk, Text and Web:** unlimited voice minutes, messages and web access (excludes downloadable content). Add'l voice: 10¢ /min.; Add'l messages: 10¢ /msg sent or received. International text, picture messaging and voicemail messages are not included in the monthly allocation of messages. Certain types of messages are device dependent. **Assurance Wireless Regular Non-Lifeline Rate:** 10c/voice min. & 10c/message (sent or received). Rate subject to change. **Domestic Messaging Packs (Compatible Plans):** \$2.00 for 30 messages; \$5.00 for 200 messages; \$10.00 for 1,000 messages; \$20.00 for unlimited messages. Add'l or Pay as You Go Messaging Rates (subject to change): Picture msg: 25¢ /msg sent or received; Int'l: 20¢ /msg. sent & 10¢ /msg to receive; email & IMs;

10¢/msg (sent or received). If you are on one of the \$5 Talk & Text, \$20 Talk & Text or \$30 Unlimited Plan Offers and you do not have sufficient funds in your account to pay your monthly charge on your payment due date, you will automatically be switched to the 250 Free Minutes offer. **Data:** \$1.50/MB. Unused data expires 24 hours after purchase. Data Pack (compatible plan): \$5.00 for 5MB; \$10.00 for 20MB; \$20.00 for 50MB. \$10 and \$20 includes unlimited access to downloads (excludes content). **Add'l MB:** \$1.50/MB. **Assurance Wireless Regular Non-Lifeline Rate:** 10c/voice min. & 10c/message (sent or received). Rate subject to change.

### **General Terms and Conditions of Service**

Effective 08/01/2013

*Para solicitar esta literatura en español, por favor contactar a **1-888-321-5880** o visitar [assurancewireless.com/espanol](http://assurancewireless.com/espanol).*

*Please note that these terms may not be the most current version. A current version of the terms is available at [assurancewireless.com](http://assurancewireless.com) or upon request. For further information on Assurance Wireless plans, products, and services go to [assurancewireless.com](http://assurancewireless.com), email [ourteam@assurancewireless.com](mailto:ourteam@assurancewireless.com), or call Assurance Wireless Customer Care at **1-888-321-5880**.*

### **Introduction**

Assurance Wireless is brought to you by Virgin Mobile and is a Lifeline Assistance program supported by the federal Universal Service Fund program (“**Lifeline Assistance**”). Virgin Mobile USA, L.P. provides the Assurance Wireless mobile telecommunications services exclusively with Assurance Wireless phones provided free of charge as well as select Virgin Mobile phones purchased from Virgin Mobile or an authorized retailer.

### **Basic Definitions**

In this document: (1) “we,” “us,” “our,” and “Assurance Wireless” mean Virgin Mobile USA, L.P. ; (2) “you,” “your,” “customer,” and “user” mean an account holder or user with us; (3) “Device” means any phone, aircard, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) “Service” means our offers, rate or service plans, options, wireless services, billing services, applications, programs, products, or Devices on your account with us. “Service(s)” also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).

### **The Service Agreement**

These Ts&Cs are part of your service agreement with us (the “Agreement”) and constitute a contract under which we provide you Services under terms and conditions that you accept. **THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A**

**CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER PROVISION.** In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the following: (i) the Assurance Wireless application; (ii) the subscriber agreement or transaction materials that you receive and accept; (iii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction, including on-line and telephone transactions (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current Agreement and transaction materials apply); (iv) any confirmation materials that we may provide to you; and (v) the terms set forth in the coverage map brochures. **It is important that you carefully read all of the terms of the Agreement.**

### **Additional Terms**

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Assurance Wireless or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Assurance Wireless is not responsible for these third-party items and associated terms.

### **Our Policies**

Services are subject to our business policies, practices, and procedures (“Policies”). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

### **When You Accept The Agreement**

You must have the legal capacity to accept the Agreement. When you accept the Agreement, you promise that you are at least 18 years old and meet the eligibility standards. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) activate a Device; (c) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don’t want to accept the Agreement, don’t do any of these things.**

### **Service Activation**

To activate the Service, you must activate your Assurance Wireless Device. To establish an account balance, pay subscription charges, or make any other appropriate payments, follow the instructions provided with the equipment; at [assurancewireless.com](http://assurancewireless.com); or through Assurance Wireless Customer Care.

### **Availability**

Assurance Wireless is only available for activation by customers who reside in the areas in which

Virgin Mobile or, in certain cases, an affiliate has been designated as an Eligible Telecommunications Carrier (“ETC”). Your principal residence address must be within a Virgin Mobile ETC service area. Visit [assurancewireless.com](http://assurancewireless.com) to check whether you reside in a Virgin Mobile ETC service area. To be eligible for Assurance Wireless service, you must meet the applicable eligibility standards described below, which may be amended from time to time.

### **Eligibility**

Eligibility for Assurance Wireless service varies by state. You may qualify for Assurance Wireless if you participate in any of the government programs listed on your Assurance Wireless application or based on household income eligibility standards. If you seek to qualify for Assurance Wireless based upon participation in a qualifying federal or state program, you are required to provide proof of program participation such as program identification card or other social service agency document that shows you currently participate in a qualifying federal or state program. If you seek to qualify for Assurance Wireless under the household income eligibility standards, you are required to provide written documentation of your household income. Your account will remain active as long as you meet the applicable eligibility standards for Assurance Wireless. You are responsible for notifying Assurance Wireless if you no longer meet the applicable eligibility standards for Assurance Wireless. In addition, if you receive a notice from Assurance Wireless requesting that you confirm your eligibility status, you must do so. Specific information regarding eligibility verification is listed in the Important Service/Product Specific Terms.

**One Lifeline Assistance Discount Per Household:** Your household may receive only one Lifeline discounted service (landline or wireless). A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one-per-household rule constitutes a violation of federal rules and will result in de-enrollment from the Lifeline program and potentially prosecution by the United States government. You consent to have your personal identification information, including name, telephone number, and address shared with the Universal Service Administrative Company (USAC) (the Lifeline Program administrator) and/or its agents for the purpose of confirming that neither you nor your household receive more than one Lifeline benefit. If you or any member of your family unit receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Assurance Wireless from Virgin Mobile.

**Eligibility Is Personal:** Eligibility for Assurance Wireless is personal to you. You may not transfer to any third party any of your rights or benefits received under the Assurance Wireless service, including, but not limited to, any voice minutes received under the Assurance Wireless service.

**Consent to Disclosure of Information:** By completing the Assurance Wireless application, you consent to the release of your information (including financial information) to our designated agent as required for the administration of your Assurance Wireless service. This consent survives the termination of this Agreement. You further authorize Assurance Wireless to discuss with or access information from state or federal agency representatives concerning your eligibility for and participation in the Lifeline Assistance program. Assurance Wireless reserves the right to review your eligibility status at any time and require you to provide Assurance Wireless with written documentation of either your household income or your participation in a qualifying federal or state program.

### **Our Right To Change The Agreement & Your Related Rights**

**We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. If You Lose Your Eligibility For A Particular Rate Plan Or If A Particular Rate Plan Is No Longer Supported Or Available, We May Change Your Rate Plan To One For Which You Qualify. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section).** If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept the change. Do not access or use our Services after the effective date of a change if you decide to reject the change and terminate Service. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement.

### **Our Right To Suspend Or Terminate Services**

**We can, without notice, suspend or terminate any Service at any time for any reason.** For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer’s interests, or our networks.



### **Your Right To Change Services & When Changes Are Effective**

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. We will not credit or refund any subscription or other charges as a result of a change in Services. We may—but are not obligated to—provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

### **Restrictions On Using Services**

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our Acceptable Use Policy and Visitors Agreement, which are available on our website, and the detailed plan or other information on Services that we provide or refer you to during the application or sales process.

### **Your Device, Number, & Email Address**

We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** This Device is sold exclusively for use with our Service and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them.

### **Porting/Transferring Phone Numbers**

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

### **Coverage; Where Your Device Will Work; Service Speeds**

Our coverage maps are available at Virgin Mobile authorized retail locations or [assurancewireless.com](http://assurancewireless.com). The specific network coverage you get will depend on the radio

transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that—along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)—may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage.** While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

#### **About Data Services & Content**

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Assurance Wireless may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

### **Specific Terms & Restrictions On Using Data Services**

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, mobile broadband card plans, wireless router plans, etc.).

### **Software License**

If Assurance Wireless provides you software as part of the Service and there are not software license terms provided with the software (by Assurance Wireless or by a third party), then Assurance Wireless grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Assurance Wireless may revoke this license at any time.

### **Fees, Activation, & Miscellaneous Charges**

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

### **Usage Charges**

The types of charges that you incur will vary depending on the Service used and your service plan. **You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you did not authorize its use.** Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the application or sales process or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in

accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your device or your device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance.

### **Types Of Charges**

We typically assess the following types of charges: (1) "pay-per-use charges," which are charges assessed each time a Service is used; (2) "subscription charges," which are charges that allow you access to a Service or provide you a certain amount of use of a Service for a defined period of time. Subscription charges for Services end at 11:59 p.m., in the time zone in which your phone number is based, on the last day of your subscription period. Also, depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods; and (3) "download charges," which are charges assessed when you download or access content, which we collect on behalf of ourselves or third-party content providers.

### **How We Calculate Your Charges**

**Regular Voice Calls:** We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won't be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press "End" or the network connection otherwise breaks. You're charged for the entire call based on the rate that applies to the time period in which the call starts. However, the types of charges actually deducted from your account balance will vary depending on your Service. Call time data displayed on your device may be inaccurate and may not be relied upon for determining charges to your account. Calls are limited to two hours. The call will automatically terminate after two hours.

**Data Usage:** Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged

against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

### **Taxes & Government Fees**

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

### **Surcharges**

When imposed, unless prohibited by applicable law or agreement, you agree to pay all Assurance Wireless surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; Regulatory and administrative charges; gross receipts charges, and other charges.

**Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose, at our discretion, to collect from you, to recover certain costs, and are kept by us. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the amount for these charges, and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, because some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

### **Disputing Charges**

Any dispute to a charge that we assess you must be made in writing within 60 days of the date we deduct the charge from your account balance. You accept all charges not properly disputed within the above time period.

### **About Account Balances**

To keep your account active and avoid service interruption, you must either maintain a positive account balance at all times or pay any applicable subscription charges (depending on your service plan). Account balances are not transferable, redeemable for cash, or refundable. Charges are deducted from either your account balance or you may be able to pay for certain services with a credit card, debit card, or PayPal account (a “registered payment method”). There may be limits on your account administration, for example account balance, number change, and device changes. See the detailed plan or other information we provide or refer you to during the sales transaction (also available at [virginmobileusa.com](http://virginmobileusa.com)) for the account status rules that apply to your Service.

**No Refunds of Top-Up and Monthly Charges:** We are not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. We do not accept returns of or provide refunds for Top-Up cards. Top-Up cards must be applied to your account within the time specified on the card. All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone or device after you purchase services, and regardless of whether the mobile phone or device is used with your consent or knowledge.

### **Establishing or Replenishing Account Balances**

Information on how you can establish and maintain an account balance will be provided at activation and is also available at [assurancewireless.com](http://assurancewireless.com) or through Assurance Wireless Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

### **Protecting Our Networks & Services**

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these actions may interrupt or prevent legitimate communications and usage—for example, message filtering/blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications or other Data Content; prohibitions on unintended uses (for example,

use as a dedicated line or use as a monitoring service); etc. For additional information on what we do to protect our customers, networks, Services and equipment, see our Acceptable Use Policy and Visitors Agreement at our website.

### **Your Privacy**

Our Privacy Policy is available at [virginmobileusa.com/legal/privacy-policy](http://virginmobileusa.com/legal/privacy-policy). This policy may change from time to time, so review it with regularity and care.

**Call Monitoring:** To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls you make to us or we make to you (for example, your conversations with our customer service or sales departments).

**Authentication And Contact:** You (the account holder) may password protect your account information by establishing a personal identification number (“PIN”). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Virgin Mobile may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

**Third-Party Applications:** If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Assurance Wireless to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize Assurance Wireless to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party’s terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party’s policies before using its application on your device.

**Information On Devices:** Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Assurance Wireless is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase data on your Device but you must remove all data from your Device before you provide it to us.

### **Location-Enabled Services**

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Assurance Wireless or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

### **911 Or Other Emergency Calls**

**Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information.** Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

### **If Your Device Is Lost Or Stolen**



Call us immediately if your Device is lost or stolen so we can freeze your account. You may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. If you do not either activate a new device or notify us that you have found your device within 60 days from the date we froze your account, your account will be deactivated, we may assess a charge equal to the balance in your account (which is not refundable), and, if applicable, you will lose your phone number.

### **Disclaimer Of Warranties**

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. ASSURANCE WIRELESS PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

### **You Agree That We Are Not Responsible For Certain Problems**

You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Assurance Wireless storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each.

### **You Agree That Our Liability Is Limited - No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

## **DISPUTE RESOLUTION AND ARBITRATION**

### **PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS**

**In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Assurance Wireless each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Assurance Wireless agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.**

### **State-Specific Information**

Unresolved questions or complaints regarding Lifeline service may be directed to the state offices or agencies listed in the Important Service/Product Specific Terms.

### **Mandatory Arbitration and Waiver of Class Action**

Instead of suing in court, you and Assurance Wireless agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, you and Assurance Wireless are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.

In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

“Disputes” shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including

enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Assurance Wireless brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Assurance Wireless, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Assurance Wireless; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

#### Dispute Notice and Dispute Resolution Period

Before initiating an arbitration or a small claims matter, you and Assurance Wireless each agree to first provide to the other a written notice (“Notice of Dispute”), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Assurance Wireless should be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. Assurance Wireless will provide a Notice of Dispute to you in accordance with the “Providing Notice To Each Other Under The Agreement” section of this Agreement. Assurance Wireless will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Virgin Mobile agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Assurance Wireless may commence an arbitration proceeding or small claims action.

#### Arbitration Terms, Process, Rules and Procedures

(1) Unless you and Assurance Wireless agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at [jamsadr.com](http://jamsadr.com). Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act (“FAA”) applies to this Agreement and arbitration provision. We each agree that the FAA’s provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Assurance Wireless to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND ASSURANCE WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Assurance Wireless expressly agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(4) We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Assurance Wireless will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator’s services.

(5) An arbitrator’s award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator’s decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Assurance Wireless on your behalf.

### **No Trial By Jury and No Class Actions**

IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUNTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

### **Indemnification**

You agree to indemnify, defend, and hold Assurance Wireless and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

### **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to Assurance Wireless, Attn: VMU/ASW NSSG SBU 1084 S. Laurel Rd., London, KY 40744 or email to ourteam@assurancewireless.com. We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you’ve provided us, by calling you on your Device or any other phone number you’ve provided us, by voice message on your Device or any other phone number you’ve provided us, or by text message on your Device.

### **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn’t enforce a requirement under this Agreement in an instance, we don’t waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn’t for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can’t assign the

Agreement or any of your rights or duties under it. We can assign the Agreement without notice. You cannot in any manner resell Devices or Services to another party. You cannot export any Device. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

### **GENERAL AND PAYMENT –SPECIFIC TERMS & CONDITIONS; RECURRING CHARGE AUTHORIZATION**

*The following terms and conditions are specific to Auto Pay or Auto Top-Up payments and are supplemental to (and do not supersede) the Assurance Wireless® Service Agreement, which includes the Important Service/Product Specific and General Terms and Conditions of Service, that you received and accepted when you first became an Assurance Wireless® customer. Your continued access to or use of the Auto Pay or Auto Top-Up service after the receipt and review hereof constitutes your consent to the terms contained herein and your continued consent to the terms contained in the Service Agreement. You also continue to be bound by the terms of the Assurance Wireless® Privacy Policy which details the conditions and circumstances under which, in the ordinary course of business, Assurance Wireless® may provide information concerning you or your account to third parties. All of these terms and policy are available at <http://www.assurancewireless.com/Public/TermsandConditions.aspx>.*

*The following "Recurring Terms & Conditions" apply to all Auto Pay or Auto Top-Up Payment Options. Three "Payment-Specific Terms & Conditions" follow these General Terms & Conditions and govern the three individual Payment Options offered under Auto Payment or Auto Top-Up: (i) Low Balance, and (ii) Monthly, and (iii) 90-Day. Only one of the two Payment-Specific Terms & Conditions will apply to you, depending on which Auto Pay or Auto Top-Up Payment Option you selected when you enrolled in Auto Pay or Auto Top-Up.*

#### **Recurring Terms and Conditions**

(Applicable to ALL Auto Pay or Auto Top-Up Subscribers)

#### **General Payment Information**

A valid major credit card, debit card or PayPal account (a "Registered Payment Method") must be registered and on file with Assurance Wireless® at all times to take advantage of automatic payments. Only one (1) card or PayPal account may be registered for any Assurance Wireless™

telephone number. If a payment is returned for any reason, you will not be able to use a credit/debit card or PayPal until your account is in good standing. If you need to change or update your payment information, please either call Assurance Wireless™ Customer Care (dial \*86 from your Assurance Wireless™ handset) or access "My Account".

### Billing: Notifications

**You will be automatically billed for the recurring payments corresponding to your Auto Pay or Auto Top-Up Payment Option as set forth under the applicable Payment-Specific Terms & Conditions below until you affirmatively unenroll from the Auto Pay or Auto Top-Up service in accordance with the section below entitled "Unenroll". These recurring charges and all other charges to your account are nonrefundable.** Assurance Wireless® will send a text message notification to your Assurance Wireless™ handset or email if you have a broadband device indicating whether the attempt to charge your Registered Payment Method was successful and, if so, how much was charged and when the charge was made. Assurance Wireless® will not charge you for these text or email messages. These notifications will be your only notices of payment. By law, you also have the right to receive notice 10 days prior to any transfer that varies in amount from the previous transfer or from the amount you selected at the time of the Auto Pay or Auto Top-Up enrollment; **however, by enrolling in the Auto Pay or Auto Top-Up service, you elect to receive such notice only when a transfer differs from the previous transfer by more than \$10.00.**

### Adding Funds Manually

You can manually add funds using your Registered Payment Method on file either by accessing the "Pay Now" section under "My Account" or by calling Assurance Wireless™ Customer Care (dial \*86 from your Assurance Wireless™ handset). You can also add funds at any authorized Assurance Wireless® replenishment location.

### Unenroll

To unenroll from the Auto Pay or Auto Top-Up service, you must affirmatively unenroll either by calling Assurance Wireless™ Customer Care (dial \*86 from your Assurance Wireless™ handset) or by checking the appropriate "I don't want to use it to pay for my Monthly Plan or any other monthly charges" box for Monthly Auto Pay or "I don't want Auto Top-Up" for Low Balance or 90-Day Auto Top-Up under My Account". Cancellation will become effective immediately. **You understand that by unenrolling you will be terminating not just your selected Payment Option, you will be terminating your Auto Pay or Auto Top-Up service entirely. Switching to a new Payment Option will require you to re-enroll in the Auto Pay or Auto Top-Up service.** However, unenrolling will not delete the Registered Payment Method you have on file.

### Questions and Errors

If you have questions about any electronic transfer, or if you believe there is an error regarding a transfer set

forth in the text message and/or email referred to in the section above entitled "Billing; Notifications", please call us as soon as possible (dial \*86 from your Assurance Wireless™ handset) or write us at

Attn: VMU / ASW  
NSSG SBU  
1084 S. Laurel Rd.  
London, KY 40744

You can also email us at [ourteam@assurancewireless.com](mailto:ourteam@assurancewireless.com). You are not liable for unauthorized electronic transfers, or for Assurance Wireless's® failure to properly make or stop certain transfers as required; however, we must hear from you regarding the suspected problem or error no later than 60 days after we send the applicable text message and/or email on which the problem or error appears. Your complaint or question should include the following information:

- (1) Your name and phone number;
- (2) A description of the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error or why you need more information; and
- (3) The dollar amount of the suspected error.

If you tell us of your complaint or question over the phone, we may require that you follow up by sending us the relevant information in writing within 10 business days.

Within 10 business days after your call or our receipt of your written statement containing the information described above, we will attempt to determine whether an error has occurred and if it has, we will promptly correct the error. However, we may require up to 45 days to investigate the matter (90 days for new accounts or point-of-sale or foreign transactions), and if we do, we will temporarily credit the disputed amount to your account within 10 business days (20 business days for new accounts) so that you will have the use of the money or airtime during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will inform you of the results of our investigation within three business days after completion. If we determine that there was no error, we will send you a written explanation. If we determine there was an error, we will promptly credit the appropriate airtime or dollar amount to your account. You may ask for copies of the documents that we used in our investigation.

## **Payment-Specific Terms and Conditions; Recurring Charge Authorization**

### **Billing Frequency and Amount; Payment Failure and Account Interruption**

If you selected the **Monthly Auto Pay** Option when you enrolled in Auto Pay, the following Payment-Specific Terms and Conditions and Recurring Charge Authorization apply to you:

You will be automatically billed for your monthly recurring charge and applicable add-ons, plus any applicable taxes, until you affirmatively unenroll from the Auto Pay service or until service interruption, as described below. If you were already paying Assurance Wireless® automatically and without interruption on a monthly basis pursuant to another Auto Pay or Auto Top-Up Payment Option at the time you selected this



Payment Option, you will continue to be automatically billed on your existing monthly payment anniversary date. Otherwise, your first charge will occur on the date you selected this Payment Option and subsequent charges will occur automatically on each monthly anniversary date thereafter (assuming a successful first charge). If we are unable to charge your registered payment method to make your Monthly Auto Pay, your service will be interrupted. You will be required to manually add enough funds to your account to have your service restored, and upon restoration, your monthly payment anniversary date will then be based upon your date of restoration.

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If you selected the **Low Balance Auto Top-Up Payment Option** when you enrolled in Auto Top-Up, the following Payment-Specific Terms and Conditions and Recurring Charge Authorization apply to you:

You will be automatically billed for the fixed dollar amount selected by you at the time of the enrollment, plus any applicable taxes, every time your account balance reaches \$5.00 or less until you affirmatively unenroll from the Auto Top-Up service or until service interruption, as described below. You understand that this billing feature may result in multiple charges to your account per month. If we are unable to charge your registered payment method to make your Auto Top-Up payment, your service will be interrupted upon reaching a zero balance.

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If you selected the **90-Day Auto Top-Up Payment Option** when you enrolled in Auto Top-Up, the following Payment-Specific Terms and Conditions and Recurring Charge Authorization apply to you:

You will be automatically billed for the fixed dollar amount selected by you at the time of the enrollment, plus any applicable taxes, on the 90th day after your last recharge or on your balance expiration date, whichever comes first, until you affirmatively unenroll from the Auto Top-Up service or until service interruption. You understand that this billing feature may result in multiple charges to your account per year. If we are unable to charge your registered payment method to make your Auto Top-Up payment, your service will be interrupted.