

YourTel Wireless Terms and Conditions of Service

STATE OF WASHINGTON

YourTel Wireless is a service brought to you by YourTel America, Inc. ("YourTel"). YourTel Wireless provides both Non-Lifeline and Lifeline Assisted wireless services. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to YourTel wireless services and wireless phones activated on YourTel wireless services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using a YourTel wireless phone and is a legally binding agreement between you and YourTel. These Terms and Conditions of Service contain important information about your consumer rights. YourTel reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the YourTel America Website at www.yourtelwireless.com. Please check this website often for updates to the Terms and Conditions of Service.

If you do not accept any of these Terms and Conditions of Service, do not activate or use service provided by YourTel and contact YourTel at the YourTel America Service Number located at the end of this document. By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for YourTel Wireless service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of YourTel. Any attempted assignment or delegation without proper consent from YourTel shall be void.

Lifeline Support is a monthly support that reduces the cost of monthly wireless telephone service or residential home telephone service. An eligible YourTel wireless customer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per household. Link-Up is a one-time support that reduces the one-time costs associated with initiating telephone service for a YourTel wireless eligible customer. Link-Up discounts lower the cost of initiating wireless service. An eligible YourTel wireless customer may only receive one Link-Up discount at their address, and can only receive a second or subsequent Link-Up discount only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

Subscribers may qualify for a YourTel wireless Washington Lifeline program if they participate in one of the government programs listed below or qualify based on household income eligibility standards as defined below. By completing the YourTel wireless application, a subscriber's consent is required to release required information, including financial information if necessary, to a designated agent as required for the administration of your YourTel Wireless Lifeline service. This consent survives the any termination of this agreement. YourTel reserves the right to review any subscriber's continued eligibility for the Lifeline program, at any time, and may require subscribers to provide YourTel with written documentation of either subscriber household income or subscriber's participation in a qualifying state or federal program. A subscriber may only participate in one Lifeline program in either landline or wireless service at the subscriber's principal place of residence. If a subscriber or any member of a subscriber's family participates in a Lifeline program from another provider, the subscriber is responsible for notifying the other provider that they have been approved for a YourTel wireless Lifeline program from YourTel America, Inc. Notice to terminate service from any other provider's Lifeline program must be given after activating new service in the YourTel wireless Lifeline program.

Program Based Eligibility:

YourTel wireless subscribers in Washington are eligible to receive Lifeline and Link-Up discounts, under the program based eligibility, if they participate in one or more of the following programs:

- Food Assistance including SNAP(Supplemental Nutrition Assistance Plan)
- Disability Lifeline (formerly General Assistance)
- State Family Assistance
- Refugee Assistance
- Chore Services
- Medical Assistance (Incl. Medicare cost sharing programs)
- Community Options Program Entry System (COPEs)
- State Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families Program (TANF)

Verification of your certification will be performed by YourTel America in cooperation with the Washington Department of Social and Health Services (DSHS).

In addition, if you are a resident of FEDERALLY RECOGNIZED TRIBAL LANDS and participate in one of the following programs, you may qualify for an additional Federal Tier 4 discount of up to \$25.00.

- Bureau of Indian Affairs General Assistance
- Head Start (must meet income qualifying standard)
- Tribally Administered Temporary Assistance for Needy Families
- National School Lunch Program's Free Lunch Program

Income Based Eligibility:

Washington YourTel wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the income based eligibility, if subscriber's total combined household income meets 135% of the U.S. Government Income Poverty Guidelines. Proof of income documentation must be provided to YourTel to demonstrate eligibility income based eligibility.

<u>Number of people in household:</u>	<u>Total household income at:</u>	<u>Number of people in household:</u>	<u>Total household income at:</u>
1 person	\$14,702	6 people	\$40,487
2 people	\$19,859	7 people	\$45,644
3 people	\$25,016	8 people	\$50,801
4 people	\$30,173	Each additional person	\$5,157
5 people	\$35,330		

To qualify for income eligibility in Washington, you must provide copies of one or more of the documents listed below. If you provide documentation that does not cover a full year, you must submit three consecutive months of the same type of document within the current calendar year.

- Prior year's state, federal or tribal tax return
- Social Security benefits statement

- Retirement/Pension benefit statement
- Veterans Administration benefits statement
- Divorce decree or child support document
- Federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance
- Unemployment/Workers Compensation benefits statement
- Current income statement from employer or paycheck stub

YourTel Wireless Lifeline and Link-Up Programs Restrictions:

Subscribers applying for service in a YourTel wireless Lifeline or Link-Up program agree to, and declare under penalty and perjury, that all of the following conditions below apply (but not limited to):

- YourTel wireless Lifeline and Link-Up program is limited to one connection per household
- Subscriber applying for service certifies that subscriber has not utilized a Link-Up discount at the existing address.
- Subscriber applying for service certifies that subscriber does not participate in any other Lifeline program.
- Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for Lifeline or Link-Up service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent)
- If subscriber participates in another Lifeline program at the time applying for YourTel Wireless Lifeline service, the subscriber agrees to cancel Lifeline service with any other provider.
- Subscriber agrees to immediately notify YourTel of any address change.
- Subscriber affirms they meet the head of household requirement.
- Subscriber affirms they are at least 18 years old.
- Subscriber affirms they are not claimed as a dependant on another person's tax returns.
- Subscriber affirms they will immediately notify YourTel if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts.
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by YourTel. Subscriber also authorizes any state or federal assistance programs representatives to verify subscriber's eligibility for Lifeline or Link-Up programs.
- Subscribers applying for Lifeline and Link-Up programs authorize YourTel or its duly appointed representative's to have access to records relating to the applicant to verify eligibility for the YourTel wireless Lifeline or Link-Up program.
- Subscribers applying for YourTel wireless Lifeline and Link-Up programs affirm, under penalty and perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs:

Subscribers participating in the YourTel wireless Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in the Washington Lifeline program. YourTel reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for Lifeline service. If YourTel is unable to recertify or verify the required Lifeline qualifications the subscriber will be deemed ineligible to further participate in YourTel wireless Lifeline programs. The subscriber's free minute plan will be discontinued

in favor of a new plan to be chosen by the subscriber. The subscriber will be eligible to choose from any then available plan under the applicable terms and conditions for that plan.

YourTel reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. YourTel wireless subscribers have the ability to terminate from the Lifeline program for any reason. Subscribers who choose to terminate from the Lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive free minutes included each month and will be required to re-qualify for Lifeline and Link-Up qualifications if they choose to enroll with another YourTel wireless Lifeline program. Please send all termination requests (include name, wireless number, and identity related information) to:

YourTel America, Inc.

Attn: Wireless Disconnect Department

PO Box 270017

Kansas City, MO 64127

Or by fax to:

816-388-1080

Maintaining Lifeline accounts

YourTel shall deactivate a Lifeline account if the subscriber has no usage for 60 consecutive days. No fewer than eight business days before deactivation, YourTel shall send you a written notice by mail about the potential deactivation and ways to avoid unwanted deactivation. You will have a 30 day grace period from the deactivation date to reactivate the Lifeline account by making a call to YourTel. Once the account has been reactivated, you will be able to use the allotment of free minutes deposited into your account by YourTel.

"Usage" is defined as any transaction including, but not limited to, making or receiving a call, making or receiving a text message, checking voicemail message, checking airtime balance, downloading content, data usage or adding airtime.

Supported Services:

The following supported services are available to YourTel wireless subscribers who participate in Lifeline or Link-Up programs. Questions regarding supported services can be made in writing or by contacting a YourTel representative at the YourTel America Service Number located at the end of this document.

1. ***Voice grade access to the public switched network.*** YourTel Wireless service provides wireless access to the Public Switched Telecommunications Network ("PSTN"). "Voice grade access to the public switched network" is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a

signal indicating there is an incoming call in a bandwidth, at a minimum, between 300 to 3,000 Hertz;

2. **Dual tone multi-frequency signaling or its functional equivalent.** "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time. YourTel wireless handsets are "DTMF" capable;
3. **Local Usage.** YourTel Wireless service includes a plan with local usage.
4. **Single-party service or its functional equivalent.** "Single-party wireless service" is a dedicated message path for the length of a subscriber's particular transmission. YourTel wireless provides customers with single-party access for the duration of every call a subscriber makes that is provided by YourTel. *YourTel wireless does not provide multi-party or party line service;*
5. **Access to emergency services.** "Access to emergency services" is a service available to YourTel wireless subscribers that allows a subscriber to call to emergency services through a Public Service Access Point (PSAP) operated by the local government;
6. **Access to operator services.** "Access to operator services" is defined as having access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call;
7. **Access to interexchange service.** "Access to interexchange service" is defined as the user of the telecommunication service having access to complete a long distance call or a toll call;
8. **Access to directory assistance.** "Access to directory assistance" is defined as access to a service that includes making available to customers, upon request, information contained in directory listings; and
9. **Toll limitation for qualifying low-income consumers.** "Toll limitation" YourTel wireless qualifying subscribers have the option to use their wireless service to complete a long distance call or toll call in an amount of service that limits the amount of toll service to which the subscriber has already paid.

YourTel Wireless Services:

YourTel Wireless service is provided at the company's discretion. Unless expressly prohibited by law, YourTel reserves the right to modify or cancel a subscriber's service, an account, or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms and Conditions of Service. Check the YourTel website, www.yourtelwireless.com, for the most recent pricing and changes to the Terms and Conditions of Service. A subscriber's right to use YourTel America service is subject to YourTel America business practices, policies, procedures, rates and these Terms and Conditions of Service. YourTel may change the Terms and Conditions of Service at any time. YourTel will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscribers service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

YourTel America, Inc. provides YourTel Wireless mobile telecommunications services using the geographic areas covered by the Nationwide Sprint Network footprint. Local phone numbers may not be available in all areas. Subscribers do not have the ability use YourTel Wireless service with any other wireless phone, device, or on another network. Subscribers may also not use a YourTel wireless handset with any other service or network. Airtime may be used for domestic calling from the United States and for other services as provided in these Terms and Conditions of Service. YourTel Wireless service is for personal use only and may not be used in a manner that interferes with another YourTel wireless customer's use of service. YourTel has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high numbers of calls, sends or receives unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage

by other YourTel wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used other than for personal use and is in violation of these Terms and Conditions of Service. YourTel Wireless services are provided solely for live dialogue between two individuals. YourTel Wireless services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. A YourTel wireless subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

YourTel Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond YourTel's control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to wireless handsets. YourTel does not guarantee, or warrant, that service will be available at any specific time or geographical location, or that service will be provided without possible interruption. You should therefore never solely rely on your wireless phone for emergency calls, such as to 911. YourTel wireless customers have access to dial 911 in an emergency. However, occasionally a subscriber may attempt to call 911 in an area where there is no wireless coverage. If there is no wireless coverage, a subscriber's call to 911 may not go through and the subscriber should dial 911 from the nearest landline phone.

By applying or activating service with YourTel, a subscriber agrees not to use YourTel Wireless services in any way that is illegal, abusive, or fraudulent. This will be determined by YourTel in its sole discretion. You may also not alter any of the software or hardware on your YourTel wireless handset for any purpose. YourTel wireless phones may not be sold to third parties.

In order to verify if you reside within a service area please visit www.yourtelwireless.com. You may enter your zip code or locate coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. YourTel does not guarantee coverage or network availability.

YourTel Wireless ETC Services:

YourTel wireless Lifeline programs are only available for activation by customer's who reside in the areas in which YourTel America, Inc., has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a YourTel Wireless ETC service area. Visit www.yourtelwireless.com to check whether you reside in a YourTel Wireless ETC service area. To be eligible for YourTel Wireless service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by YourTel America. YourTel bears no liability for the accuracy of any documents available on this website.

YourTel Wireless Service Rates (Airtime), Features, Coverage, and Activation Fees:

1. Airtime is valued at \$0.20 per minute of use if purchased separately from an Additional Minute Plan. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. YourTel wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the YourTel wireless Lifeline Assistance

program. Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. The ability to roam can be disabled upon customer request. YourTel does not provide any guarantees as to the availability or quality of service while roaming. A YourTel wireless Customer must have airtime minutes available to make or receive a call. YourTel wireless handsets will only operate when you have airtime minutes available on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime to your account.

Lifeline Free Plan 68

Each month you will receive 68 free voice minutes. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

Lifeline Free Plan 125

Each month you will receive 125 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

Lifeline Free Plan 250

Each month you will receive 250 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

Lifeline Tribal Plan 2000

\$1.00

Must be a qualified resident of federally recognized Tribal lands. Includes 2000 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minutes per text message for receiving text messages. Unused minutes will not rollover.

Wireless Plan 68 (non-Lifeline)

\$13.60

Each month you will receive 68 free voice minutes. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

Wireless Plan 125 (non-Lifeline)

\$13.60

Each month you will receive 125 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

Each month you will receive 250 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

YourTel Wireless Additional Minutes Plans:

YourTel will provide Additional Minutes Plans. Please visit www.yourtelwireless.com for the current rates of adding additional minutes. Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months. If you use all of your monthly voice minutes and messages before a new monthly cycle starts and you add an *Additional Minutes Offering Plan* to your account, you will be charged based off the *Additional Minutes Offering Plan* you choose for voice and messages. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your wireless phone to make or receive voice calls, other than 911 emergency calls, until the start of the next monthly cycle. If you have an *Additional Minutes Offering Plan* and use all your minutes included in the plan you will not have the ability to make calls or receive messages, except to place 911 calls where available, until you purchase another *Additional Minutes Offering Plan* or a new monthly cycle starts. If you are a Lifeline customer and also have an *Additional Minutes Offering Plan* 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 free minutes offer only included each month with your service from the YourTel wireless Lifeline program.

Subscribers may add an *Additional Minutes Offering Plan* to their YourTel wireless account by using one of following methods. You can add an *Additional Minutes Offering Plan* to your account by paying by credit/debit card, or by buying an *Additional Minutes Offering Plan* at any YourTel wireless authorized agent location. YourTel Wireless *Additional Minutes Offering Plans* come in increments of \$5, \$10, \$15, \$20, \$25, \$30, \$50 and \$60. Sales taxes apply and are included in the cost of the minute plan purchased. Purchased *Additional Minutes Plans* cannot be transferred or applied to any other wireless service or account.

Additional Minute Plans:

\$5.00 - 60 Minutes/Texts

\$10.00 - 200 Minutes/Texts

\$15.00 - 300 Minutes/Texts

\$20.00 - 400 Minutes/Texts

\$25.00 - 500 Minutes/Texts

\$30.00 - 600 Minutes/Texts

\$50.00 - 1300 Minutes/Texts

\$60.00 - 1700 Minutes/Texts

2. YourTel Wireless Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail. Caller ID may display both your billing name and your wireless number when placing outbound calls. YourTel does not have the ability to block your name and number when making outbound calls.

3. The wireless account activation fee is \$60 and some of the activation fee may be deferred. Subscribers activating service with a YourTel wireless Lifeline program may be eligible for a Link-Up discount at the time of activation. The Link-Up fee will provide the subscriber a discount off the activation fee. YourTel wireless subscribers are responsible to pay any remaining activation fee not covered by Link-Up. Subscribers are solely responsible to pay for the entire activation fee if they are not eligible for Link-Up. Activation fees may be deferred over a period of 12 months (balance at time of activation divided by 12 and billed monthly). YourTel reserves the right at any time and without notice to change the activation fees charged to new subscribers.

Subscribers who successfully submit a YourTel wireless application for the Lifeline program will receive a free wireless phone provided by YourTel including an allotment of 250 free airtime minutes each month for a period of twelve (12) consecutive months from the date service is started. YourTel reserves the right to determine, at its sole discretion, whether or not an applicant meets the eligibility requirements to participate or continue to participate in the YourTel wireless Lifeline.

Calls made to customer care by dialing 611 from the customer's handset are free and do not count against minutes of use. YourTel may require the customer to call the toll-free customer care number of 1-855-299-9990 from another phone if necessary to resolve technical issues related to the handset or its programming.

YourTel Wireless Taxes and Surcharges:

YourTel charges state and local sales taxes. Pricing listed on the YourTel wireless website or listed in advertising methods for wireless service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of YourTel Wireless service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary based on Washington state government activity and by geographic area. YourTel collects sales taxes on all *Additional Minutes Offering Plans* and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales taxes and required regulatory fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") will apply. Taxes and fees are subject to change without notice.

YourTel Wireless Text Messaging Rates:

A YourTel wireless subscriber can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. You may use your free monthly allotment of minutes to send and/or receive text messages. Text messages sent to you by YourTel are free of charge. The charge to send or receive a text message will vary depending upon your plan. The standard rate to send or receive a text message on

your YourTel wireless phone is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to your account may include incremental minute rates per text messages sent or received. Text messaging rates for the Wireless Plan 68 will be charged at 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Text messaging rates for the Wireless Plan 125 Lifeline Free 250 and the Lifeline Tribal Plan 2000 will be charged at 1 minute per text message for sending and 1 minute per text message for receiving text messages. If you have used all of your free monthly allotment of minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls. If you do not want minutes deducted from your YourTel wireless phone for text messaging, then do not send or receive text messages. Due to the transmission method of Sprint's Nationwide Text Messaging Network, your cell phone number or other information may be transmitted over the Internet when using Text Messaging. By activating or using a YourTel wireless phone and/or sending a text message, you understand any risks associated and agree you have been notified of such risks.

Domestic Text Messaging Rates:

Each domestic text will be deducted from the available messages in your free minute plan or in your purchased YourTel Wireless *Additional Minutes Offering Plan*. Any unused messages will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes, unless your plan includes rollover minutes. If you use all the messages in your available plan, and do not pay your monthly fee for your YourTel Wireless *Additional Minutes Offering Plan*, you will not receive your monthly allocation of messages associated with your plan. Subscriber messaging plans do not include international text, picture messaging, or voicemail messages.

International Text Messaging Rates:

YourTel wireless does not allow international text messages. Attempting to send international messages could result in deactivation of service and de-enrollment from YourTel wireless Lifeline Assistance Program.

Premium SMS:

Premium SMS is a text message to a designated "short code." Buying or attempting to buy SMS services from anyone other than YourTel is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of service, or some type of interaction with a television program. YourTel does not participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a "short code" using YourTel Wireless service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless whether you incur charges as deductions from your YourTel Wireless minutes.

Preventing or Sending Spam:

YourTel wireless subscribers receiving unwanted text messages ("spam") should contact the source and request to unsubscribe or remove the subscriber's wireless phone number from the service. If a YourTel

Wireless subscriber intentionally sends spam from a YourTel wireless handset, the subscriber may be terminated without notice.

YourTel may send you messages via SMS. There is no guarantee you will receive them.

YourTel Wireless Data Service Rates:

YourTel Wireless provides wireless data services and mobile internet services using your YourTel wireless phone. Sending or receiving data service will be available at a rate of \$1.25 per megabyte. Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations ("Data Subscription Rates"):

Data Subscription Rates:

1. \$5.00 for 5MB
2. \$10.00 for 20MB
3. \$20.00 for 50MB

Data usage will be deducted from the available data allocation in your purchased Data Subscription. Unused data expire at the end of your monthly Data Subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be required to add an additional Data Subscription in order to access the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously. You may terminate your subscription or switch to another data subscription by contacting YourTel at the YourTel America Service Number located at the end of this document. Subscribers are responsible for all data activity from and to your wireless phone, regardless of who initiates the activity. YourTel reserves the right to suspend, limit, or terminate a subscriber's account without notice for any misuse or use that adversely impacts network performance. YourTel will not provide free access to data content.

Data services available to YourTel Wireless subscribers may allow access many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of YourTel Wireless data services are solely responsible for evaluating the data content accessed while using a YourTel wireless handset or device. YourTel strongly recommends that you monitor data content access by minors. Data content from third parties may harm your YourTel wireless handset or software. YourTel, for any reason, may place restrictions on accessing certain data content, limit the amount of data you can access, or terminate a subscriber's access to data services. YourTel supports the use of data content, but, YourTel makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using a YourTel wireless handset or device. YourTel does not have control over the data content provided on third party's site that a subscriber may access. YourTel reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If you use your cell phone to browse the Internet, your cell phone number or other information may be transmitted over the Internet. By activating or using a YourTel wireless phone and/or

using the data service, you understand any risks associated and agree you have been notified of such risks.

Subscribers may not use YourTel Wireless service for any illegal purpose. This includes harassing, threatening, abusing, defaming, or slandering any individual or entity. YourTel and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use of data content. YourTel intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. YourTel Wireless data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive or objectionable to subscribers or to others. YourTel wireless subscribers agree not to hold YourTel liable for any offensive or objectionable data content.

YourTel Wireless Directory Assistance, Additional Charges and Services:

Directory assistance calls will be charged at a rate of \$1.50 per call plus applicable airtime charges. This amount will be deducted from available minutes you have remaining on your wireless plan.

Calling to 900 / 976 numbers are not available to YourTel Wireless subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. YourTel allows subscribers to make or receive domestic long distance calls inside the domestic USA as long as coverage is available. YourTel does not allow free calls to other subscribers using YourTel Wireless service. YourTel Wireless subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

Subscribers can switch wireless numbers for an additional fee. To make this change, please call YourTel at the YourTel America Service Number located at the end of this document to switch your wireless phone number. A charge of \$15 may apply to number change requests.

YourTel will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

If a subscriber's account is deactivated for any reason, YourTel will assess subscribers a standard reactivation fee which is not refundable.

Please contact YourTel at the YourTel America Service Number located at the end of this document, or visit our website at www.yourtelwireless.com, for additional pricing information or answers to any questions about YourTel Wireless services. Calls to YourTel may be monitored and recorded for quality assurance.

YourTel Wireless Subscriber Account History: Subscriber account history is available online for the previous 60 days of service. You may request a printed copy of your account history detailing the last 60 days of service by sending a written request to YourTel Wireless, PO Box 270017., Kansas City, MO 64127, Attention: Account History. You will be assessed a \$50.00 processing fee for this service. If you deactivate your services or change your wireless phone number, you may obtain your account history by contacting YourTel Wireless at the YourTel America Service Number located at the end of this document. Please visit www.yourtelwireless.com to access your account history at no cost. YourTel Wireless subscribers have the ability to request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or fax. Send requests to:

YourTel Wireless
PO Box 270017.
Kansas City, MO 64127
Or fax to: 816-388-1080

YourTel Wireless Disputed Charges:

If you have a dispute with any charge to your YourTel Wireless account, you must notify us within 60 days after the charge appears on your account. You may either contact YourTel at the YourTel America Service Number located at the end of this document or send notice in writing to the address listed below. A YourTel wireless Customer Service Representative will investigate your claim. If YourTel is not notified of your dispute within this 60-day period you waive any right to dispute the charge, including in arbitration and/or a court proceeding. You accept all charges not properly disputed within this 60-day period. We will provide you a credit or refund if we determine that the disputed charge was inappropriate and was disputed by you in a timely manner. If we provide a credit or refund, you agree that the dispute is fully and finally resolved and not subject to any further proceedings. YourTel is not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If any unauthorized or disputed charge appears on your statement for a third-party product, you must contact that third party directly. Third-party contact information is also available by calling YourTel at the YourTel America Service Number located at the end of this document. YourTel Wireless service, unless otherwise provided by law, excludes all incidental or consequential damages. Some states do not allow this exclusion.

Dispute by mail:

YourTel Wireless
Attn: Dispute Resolution
PO Box 270017
Kansas City, MO 64127

YourTel Wireless Refunds, Returns, or Lost Equipment Policy:

Refunds: YourTel is not responsible for, nor will we refund any lost, stolen, misused, or damaged YourTel Wireless *Additional Minutes Offering Plans*. Additional plans purchased must be applied to a subscriber's account within 1 year of purchase. YourTel does not accept returns or provide refunds of any *YourTel Wireless Additional Minutes Offering Plans*. All purchases of *YourTel Wireless Additional Minutes Offering Plans* are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

Returns: Wireless handsets purchased directly from YourTel may be returned for a full refund within 7 days of purchase. A subscriber must return the complete handset as was received at the time of

activation. Please contact YourTel at the YourTel America Service Number located at the end of this document for instructions. YourTel provides new and recycled handsets to subscribers. All handset models provided to Lifeline subscribers are selected at the sole discretion of YourTel. Handset models may vary. YourTel reserves the right to replace handsets with various models at its sole discretion. All wireless handsets purchased directly from YourTel include a one year warranty from YourTel. If you experience a handset malfunction call YourTel at the YourTel America Service Number located at the end of this document.

Lost or Stolen Equipment: If a YourTel Wireless Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until YourTel is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact YourTel at the YourTel America Service Number located at the end of this document. Upon receiving notice of the lost or stolen phone, YourTel will suspend the account immediately. If a subscriber does not either activate a new YourTel wireless phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the YourTel wireless phone number.

YourTel Wireless Phone Number:

YourTel Wireless subscribers must accept the number that is assigned to them at the time of activation. The wireless phone number YourTel provides for subscribers to use is and will remain the property of YourTel. YourTel may release a subscriber's wireless phone number to another subscriber, without giving notice, if the subscriber cancels service with YourTel, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. YourTel reserves the right to change a wireless number at any time. YourTel will attempt to notify the subscriber prior to any change. A subscriber can request to change a wireless phone number for a number change fee of \$15.

In some situations, a subscriber may transfer an existing carrier telephone number to your YourTel Wireless service for use as a YourTel wireless phone number. To switch an existing phone number to YourTel, please contact YourTel at the YourTel America Service Number located at the end of this document. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to YourTel, they may have to pay a termination fee to the former carrier to early terminate the contract. YourTel will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of YourTel Wireless Customer Information:

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of YourTel Wireless Privacy Policy available online at www.yourtelwireless.com. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that YourTel Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the YourTel Wireless Privacy Policy. YourTel will not intentionally share subscriber's personal information without the subscriber's permission. YourTel may, from time to time, use the information subscribers provide to market services to subscribers that may be related to YourTel wireless services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from YourTel and its affiliates about new products, promotions, or other important services offered by YourTel. Subscribers who choose not to receive these notices may elect to unsubscribe to the information by calling YourTel at the YourTel America Service Number located at the end of this document. YourTel may disclose to law enforcement authorities and governmental agencies any

information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution:

You agree to contact YourTel with any disputes. You must contact YourTel with any dispute by calling YourTel at the following YourTel America Service Number, 1-855-299-9990, or by writing YourTel at PO Box 270017, Kansas City, MO 64127, Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A YourTel representative will contact you at the last address you have provided or by phone. YourTel agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or YourTel may commence a Binding Arbitration proceeding(see below).

Certain disputes you may have with YourTel may be resolved through Binding Arbitration. By making or receiving calls on a YourTel wireless handset you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with YourTel. This Binding Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with YourTel. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of Missouri, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for YourTel wireless services. To the extent permitted by law, if a dispute claim proceeds in court, YourTel and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

If you are unable to successfully resolve your dispute with YourTel, or for Lifeline service issues, you may contact the Washington State Office of the Attorney General via:

- Web: <http://www.atg.wa.gov/fileacomplaint.aspx#Mail>
- Statewide Toll Free: 1-800-551-4636
- Hearing Impaired - TTY: 1-800-833-6384
- Local: 206-464-6684

Limitation of Liability:

YourTel America, Inc. is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. YourTel America, Inc. will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. YourTel America, Inc. is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with YourTel. Unless prohibited by law, you (subscriber) agree to limit claims for

damages or other monetary relief against each other to direct and actual damages. YourTel assumes no risk or responsibility for a subscriber's use of any content provided by YourTel Wireless services. YourTel is not liable for any act or omission of any third party company providing part of YourTel Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by YourTel, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and YourTel America, Inc., or its affiliates. You (subscriber), also agree that YourTel will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from a handset address book provided by YourTel.

Indemnification:

To the full extent by law, you agree to hold harmless and indemnify YourTel America, Inc., and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of YourTel products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with YourTel America, Inc.

A subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all subscribers. A subscriber may have other legal rights that vary by state.

Warranties:

YourTel does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The YourTel Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you and YourTel America, Inc., with respect to products and services provided to you and the terms under which they are offered to you by YourTel. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of Missouri. This excludes customers who are residents of the state of California.

YourTel reserves the right to suspend or terminate any subscriber's access to YourTel Wireless services or to the YourTel Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of YourTel, its affiliates, or for any other reason at the sole discretion of YourTel.

Notices:

You may send notices to YourTel by mail, PO Box 270017., Kansas City, MO 64127, or by phone, at the YourTel America Service Number located below. Notices will be considered effective after received by YourTel. Any notice sent to a subscriber will be sent to your last known residence we have on file, or via text message to your YourTel wireless phone.

YourTel America Service Contact Numbers

1-855-299-9990

Thank you for choosing YourTel!!