

**CELLULAR ONE FLEXFONE TERMS AND CONDITIONS**  
**(Revised and Effective June 5, 2018)**

*Please read these Terms and Conditions carefully. Your agreement with Cellular One includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, including but not limited to, Cellular One's Fair-Use-Policy and Acceptable Internet Use Policy, both of which are available at [www.cellularoneonline.com](http://www.cellularoneonline.com) (collectively "Agreement"). These Terms and Conditions are a legally binding agreement between you and Cellular One. They contain important information about your legal rights, and require that certain disputes be resolved through arbitration instead of a court trial. Cellular One reserves the right to change or modify any of these Terms and Conditions at any time and at its sole discretion. **All revised copies of these Terms and Conditions are effective immediately upon posting. Accordingly, customers should regularly visit the Cellular One Website at [www.cellularoneonline.com](http://www.cellularoneonline.com).** By purchasing or activating your Cellular One FlexFone or using any Cellular One service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:*

**1. ACTIVATING AND USING YOUR CELLULAR ONE FLEXFONE**

Before you can use your Cellular One FlexFone, it must be activated through a Cellular One authorized agent, application, online web store, or a Cellular One store location. You must accept the Cellular One telephone number assigned to your Cellular One FlexFone at the time of activation, however, you will acquire no proprietary interest in any number assigned to you. Your Cellular One FlexFone can only be used through Cellular One, and cannot be activated with any other wireless or cellular service, but can be used to send and receive wireless radio signals of other carriers, both wireless and landline (i.e., voice, text, data) but subject to certain terms and conditions contained herein. Cellular One FlexFone services are provided at Cellular One's discretion. Some functions and features referenced in the manufacturer's manual provided with your Cellular One handset may not be available on your Cellular One FlexFone. Cellular One may modify or cancel any service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

**2. AIRTIME RATES**

Your Cellular One Prepaid FlexFone will only operate when you have a positive monetary balance, or have subscribed to a product or promotion that allows zero or free rated services on your account to use for services, such as minutes, text (SMS), mobile web access, and MMS. All services you use are chargeable per minute or unit, text, web access, SMS and MMS. Rates or unit deductions may vary depending on physical calling or usage location of all parties; minutes for off-net and roaming are at a higher rate than on-net minutes. Upon activation you may receive a special offer that offers promotional pricing for all services available on your Cellular One FlexFone; see promotional flyer for special pricing if applicable. Current rates can be found on our website at [www.cellularoneonline.com](http://www.cellularoneonline.com) and are subject to change from time to time.

**3. TEXT MESSAGING**

The rates without a subscribed product or promotion to send or receive a text (SMS) message to another person's phone using your Cellular One FlexFone are \$0.20 per text sent and received. If you do not want your money balance reduced from your Cellular One FlexFone, then do not send a text message and/or do not open any incoming text messages if you have not purchased an additional product or promotion that includes zero or free rated text (SMS) units.

Please note that Cellular One does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Cellular One. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a Cellular One authorized campaign. Any text message you send to a "short code" in all likelihood will not succeed in sending or receiving. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by Cellular One), whether you incur charges as deductions from your CELLULAR ONE handset or from your credit card, are not refundable. You may purchase from Cellular One ring tones, graphics and certain information services and utilize multi-media services with certain CELLULAR ONE models. See Cellular On Data Services below.

#### **4. INTERNATIONAL CALLS**

You may now use your Cellular One FlexFone to make international calls to landlines (including some cellular phones in some countries) at an additional charge (See [www.cellularoneonline.com](http://www.cellularoneonline.com) for available countries and details). The available countries are subject to change without prior notice. A MONETARY CREDIT BALANCE IS REQUIRED for international calls AND THE PER MINUTE RATE begins the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Cellular One will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Cellular One FlexFone when you are located outside of the United States. **Customers making our receiving international calls should be aware that international roaming charges can be exceptionally high.** Particular rates for particular countries can be found at [www.cellularoneonline.com/plans](http://www.cellularoneonline.com/plans), Customer Care, or any of our retail store locations

#### **5. ADDING PAY FOR USE WITH MONETARY CREDIT**

Your Cellular One FlexFone will only operate when you have a subscribed product or promotion that allows certain amounts, or zero or free rated minutes, or units or you have a positive monetary balance available on the Cellular One FlexFone handset. You may add a monetary balance by visiting a store location, calling \*123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care, or at our website at [www.cellularoneonline.com](http://www.cellularoneonline.com).

#### **6. VALUE PLANS**

From time to time, Cellular One may offer its customers and option to subscribe or avail of various airtime products or promotions or "Value Plans." Cellular One's current Value Plans are described on Cellular One's website at [www.cellularoneonline.com](http://www.cellularoneonline.com). You may purchase a Value Plan by registering your Cellular One FlexFone number and credit card at [www.cellularoneonline.com](http://www.cellularoneonline.com). Cellular One may modify its Value Plan offerings at any time. In the event of any modification that increases the charges associated with your Value Plan, you will receive 30-days-notice prior to being charged the new rate.

#### **7. SERVICE END DATE, DUE DATE OR SERVICE DAYS REMAINING**

If you do not have a chargeable event which is defined as any usage, i.e., voice, text, data, content, recharge or bundles purchased within 90 days of the last chargeable event your account will be disconnected and any money balance on the account will be forfeited. Your phone number will be held in a reserved status for an additional 90 days but there is no guarantee that you will receive the same phone number if you attempt

to restart FlexFone services between day 91 and 180. After 180 days of inactivity your “reserved” phone number will be open to Cellular One for redistribution.

## **8. AIRTIME USAGE**

Airtime minutes will be deducted for all time during which your Cellular One FlexFone is connected to, or using, the wireless system of Cellular One or any other carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 611, Customer Care, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail unless otherwise prohibited by Cellular One. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full MINUTE increments; partial minutes are rounded up to the next minute.

## **9. EMERGENCY CALLS**

If you are in an area where your Cellular One FlexFone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Cellular One FlexFone in an emergency situation. In an emergency, locate the nearest means of communication to contact emergency services.

## **10. UNAUTHORIZED USAGE; TAMPERING NOT ALLOWED**

The Cellular One FlexFone handset is sold exclusively for use by you, the end consumer, with the Cellular One FlexFone prepaid wireless Service available solely in the United States. Any other use of your Cellular One FlexFone handset, including without limitation, any resale, unlocking and/or reflashing of the handset is unauthorized and constitutes a violation of your agreement with Cellular One. You agree not to unlock, reflash, tamper with or alter your Cellular One FlexFone or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Cellular One FlexFone or the Service, or assist others in such acts, or to sell and/or export Cellular One FlexFone handsets outside of the United States. These acts violate Cellular One’s rights and state and federal laws. Improper, illegal or unauthorized use of your Cellular One FlexFone is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Cellular One will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your Cellular One FlexFone shall entitle Cellular One to recover liquidated damages from you in an amount not less than \$2,500 per Cellular One handset purchased, sold, acquired or used in violation of this agreement. Cellular One handsets do use SIM cards to manage your service. You agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly extract, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent, clone or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card or Cellular One FlexFone via any software and/or hardware methods. Customers may not remove SIM Cards from their phones nor place them in any other phone. Doing so could subject you to immediate termination of service without any right to a refund for the phone or airtime purchased. Cellular One may, from time to time, remotely update or change the encoded information on your SIM card. Your Cellular One FlexFone is restricted from operating when you are located anywhere outside of the United States. Any such usage is considered unauthorized usage by Cellular One for which your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for your handset or unused airtime.

## **11. COVERAGE MAPS**

You will find coverage maps on our website, [www.cellularoneonline.com](http://www.cellularoneonline.com). These maps are for general informational purposes only. However, Cellular One does not guarantee coverage, service availability or the rate charged for any particular call. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. Thus, it is possible your phone will roam even in the area depicted as your home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

## **12. ROAMING**

“Roaming” is one Cellular One customer placing or receiving a voice/SMS/or data call or connection request outside the Cellular One Home Network Area. Roaming charges could include but are not limited to: charges for calls that are busy or unanswered, daily fees, taxes, and other charges. Roaming charges in foreign countries (“International Roaming”) may be especially high. "Roaming" also occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming usually occurs when you make and receive calls outside of your network coverage area. When your Cellular One FlexFone is roaming, an indicator light on your handset may display the word "Roam" “R” or "RM" on the screen while the phone is not in use. For most Cellular One PREPAID PLANS, roaming calls are charged airtime per minute. Availability, quality of coverage and services while roaming are not guaranteed.

## **13. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT**

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by Cellular One or another carrier if you are roaming, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the carrier’s radio telephone system. At any time, Cellular One reserves the right to substitute and/or replace any Cellular One equipment (including handsets) with other Cellular One equipment including handsets of comparable quality. Some functions and features referenced in the manufacturer’s manual for a particular Cellular One FlexFone handset may not be available on your Cellular One FlexFone. Cellular One does not warrant or guarantee availability of network or of any services at any specific time or geographic location or that the services will be provided without interruption. Cellular One shall not have any liability for service failures, outages or limitations of service. Because of the risk of being struck by lightning, you should not use your Cellular One FlexFone outside during a lightning storm. You should also unplug the Cellular One FlexFone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

## **14. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS**

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All per unit, per minute, plan rates, features, functionality and other product / promotion specifications are subject to change without notice or obligation. Color of phones may vary.

## **15. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PERSONS TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

## **16. CELLULAR ONE DATA SERVICES**

With certain Cellular One FlexFone phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through Cellular One Mobile Web ("WAP"). Data Services are additional Services offered by Cellular One, and there is an additional charge per KB for this service unless subscribed product or promotion that allows certain amounts, or zero or free rated minutes, or units or you have a positive monetary balance available on the Cellular One FlexFone handset

## **17. ACCESS/PURCHASE DATA SERVICES**

In order to purchase, download or access Cellular One Data Services, your Cellular One FlexFone must have active service and sufficient available MONEY BALANCE.

Access Charges begin when your Cellular One FlexFone makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your Cellular One FlexFone to open or close the browser. In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content you purchase and download. You will be advised of the Content Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the Cellular One FlexFone, for which they were purchased and cannot be transferred to any other device, including a new or replacement Cellular One FlexFone. Data Services are non-refundable and non-transferable.

## **18. PURCHASE OPTIONS FOR DATA SERVICES**

You may purchase Data Services through your Cellular One's WAP browser, using USSD, through a Cellular One authorized agent, application, or a Cellular One store location. or through the Internet (with a personal computer) at [www.cellularoneonline.com/recharge-prepaid](http://www.cellularoneonline.com/recharge-prepaid). When you purchase Data Services from the Internet at [www.cellularoneonline.com/recharge-prepaid](http://www.cellularoneonline.com/recharge-prepaid), the Content Charge will be shown in U.S. Dollars, a direct deduction of YOUR MONEY BALANCE.

## **19. HOW TO PURCHASE THROUGH YOUR CELLULAR ONE'S WAP BROWSER**

Select any "INTERNET BROWSER" on your CELLULAR ONE PHONE. When you use your CELLULAR ONE's WAP browser to purchase Data Services, credit card payments are not available when purchasing through your CELLULAR ONE PHONE. Note: Ringtones can only be sampled at [www.cellularoneonline.com/recharge-prepaid](http://www.cellularoneonline.com/recharge-prepaid) using a personal computer.

## **20. CHARGES FOR MMS (E.G., PICTURE MESSAGING)**

You will be charged per sending *FlexFone/FlexPlus* or receiving a multi-media message (the "MMS Charge") unless you have subscribed product or promotion that allows certain amounts, or zero or free rated minutes, or units or you have a positive monetary balance available on the Cellular One FlexFone handset.

## **21. ADDITIONAL ACCESS CHARGES FOR DATA SERVICES**

In addition to the Content Charges and MMS Charges, and regardless of the payment option you use, there MAY BE additional Access Charge.

## **22. MODIFICATIONS, INTERRUPTIONS, OR DISCONTINUATION OF DATA SERVICE**

Cellular One does not guarantee the availability of Data Services at any time and reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. Cellular One is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, Cellular One will NOT refund/reimburse you for any remaining used or unused subscription time. If you cancel, or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

## **23. NON-RATED CONTENT**

Cellular One strives to present and offer only generally acceptable content. However, it is impossible to proof all content, titles and news articles for appropriate content. Cellular One content is NOT rated and you are solely responsible for the use of such material, which may be offensive or objectionable to you or to others. You agree not to hold Cellular One liable for any offensive or objectionable content.

## **24. ADDITIONAL INFORMATION**

For more information on Data Service can be found at [www.cellularoneonline.com](http://www.cellularoneonline.com).

## **25. OUR RIGHT TO TERMINATE YOUR SERVICE**

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to Cellular One or attempt to defraud us; (c) allow anyone to extract, clone, reverse engineer or tamper with your Phone, the software and/or hardware on your Phone or your SIM card or insert your SIM card in another phone; (d) threaten or commit violence against any Cellular One employee(s) or, customer service representative(s); (e) use vulgar and/or inappropriate language when interacting with, any Cellular One representative(s); (f) steal from Cellular One; (g) harass

any Cellular One representatives(;) (h) interfere with Cellular One operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's default specification; or (k) use the service in a way that adversely affects our network or the service available to other Cellular One customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

## **26. LIMITATION OF LIABILITY**

Your Cellular One FlexFone Service may be unavailable, interrupted, delayed or limited for a variety of reasons outside of Cellular One's control. Cellular One FlexFone Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by another Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of Cellular One's or another Carrier's radio telephone system. Cellular One does not warrant or guarantee availability of Cellular One FlexFone Service at any specific time or in any specific geographic location or that the Cellular One Service will be provided without interference or interruption. Neither Cellular One, nor any Carrier, shall have any liability for service failures, outages or limitations of service. Not all services are available for purchase or use in all sales channels, in all areas or with all devices. Due to the limitations of cellular service and for other reasons, **Cellular One will not accept any liability for any damages arising from or relating to the service, equipment, or this Contract in excess of the prorated charge for cellular service during the period damages occurred, or the lowest limit in any applicable tariff** regardless of the cause of damage. YOU AGREE TO WAIVE ANY CLAIMS AGAINST CELLULAR ONE ARISING FROM OR RELATING TO THE SERVICE, EQUIPMENT, OR THIS CONTRACT. IN NO EVENT SHALL CELLULAR ONE, ITS EMPLOYEES, LICENSORS OR AFFILIATES BE LIABLE TO ANY PARTY FOR ANY LOSS OF PROFITS, LOSS OF GOODWILL, REVENUE, SALES OR DATA; ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS INFORMATION; OR FOR ANY OTHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE CELLULAR ONE SERVICE, EVEN IF CELLULAR ONE AND/OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH RESPECT TO JURISDICTIONS THAT MAY NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED IN SOME CASES, CELLULAR ONE, ITS EMPLOYEES, LICENSORS AND AFFILIATES' LIABILITY SHALL BE LIMITED AS STATED ABOVE.

## **27. INDEMNIFICATION**

You agree to indemnify and hold harmless Cellular One from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a Cellular One FlexFone and Cellular One Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

## **28. BINDING ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR CELLULAR ONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF CELLULAR ONE 'S AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with Cellular One, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Cellular One from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your Cellular One FlexFone, its software, the Service and/or PIN numbers in state or federal court. References to you and Cellular One include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Cellular One by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules"), as modified by this agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA a 1-800-778-7879. You and Cellular One agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Cellular One agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Cellular One in accordance with the WIA Rules, except that Cellular One will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Cellular One and you agree otherwise, the location of any arbitration shall be Phoenix, Arizona. Except where prohibited by law, Cellular One and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Cellular One shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

## **29. GOVERNING LAW**

This Agreement shall be construed under the laws of Arizona, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

## **30. FAIR-USE-POLICY/ACCEPTABLE INTERNET USE POLICY**



All of Cellular One's services are subject to its Fair-Use-Policy and Acceptable Use Policy both of which are available online at [www.cellularoneonline.com](http://www.cellularoneonline.com).

### **31. PRIVACY POLICY**

To view the Cellular One's Privacy Policy refer to the Cellular One website found at [www.cellularoneonline.com](http://www.cellularoneonline.com). All rights reserved. Cellular One is a registered service mark of Cellular One Group. Other trademarks, service marks, and trade names referenced are the property of their respective owners.

### **CELLULAR ONE OPEN INTERNET DISCLOSURE**

Smith Bagley Inc. d/b/a Cellular One of North East Arizona ("Cellular One") is committed to providing all of its Customers with the best online experience possible. Cellular One complies with the Federal Communications Commission's ("FCC") Open Internet Broadband Industry Rules as they pertain to Cellular One as a mobile broadband provider. In our pre-purchase collateral and in the disclosures below, we seek to provide you with transparency into Cellular One's network management practices, performance characteristics and terms and conditions of our services so that you can make informed choices about our mobile broadband services; and so that content, application, service and device providers have the information needed to develop, market, and maintain Internet offerings.

Cellular One does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management, nor do we block content, applications, or services that compete with our voice or video telephony services, subject to reasonable network management.

Generally, Cellular One does not impair or degrade (throttle) lawful Internet traffic on the basis of Internet content, application, or service, or use of a non-harmful device, subject to reasonable network management. In places and times of network congestion, we may manage data connection speeds for a small subset of Customers for short durations of time, in order to preserve the overall experience for the majority of our Customers. Cellular One may offer Customers the ability to choose a rate plan that provide usage at one speed for a set amount of data consumed, and a lower speed for additional data through the remainder of the billing cycle.

#### **Acceptable Uses**

Cellular One permits the use of its broadband services for browsing the Internet (via Cellular One phones or devices, including Cellular One home routers), using email, downloading legally permissible content via the Internet, accessing and using corporate email and/or corporate business applications associated with its Customers' places of employment.

#### **Service Description and Performance Characteristics**

Cellular One utilizes 2G, 3G, and 4G/LTE speeds. Which network you can access depends on many factors, including but not limited to, your location, your device, and network congestion. 4G/LTE service is not available in all locations. Cellular One's Coverage Area can be found at [www.cellularoneonline.com](http://www.cellularoneonline.com). Information on our data network is more fully explained in these Terms and Conditions under the heading "Speeds below. In rare cases of network congestion on the Cellular One mobile network, device management and Cellular One Digital Cellular traffic shall take priority over all other IP data traffic. This management is applied automatically to ensure that Digital Phone calls are maintained, especially in the event of an emergency.

## **Network Management Practices**

Cellular One does not block applications. At times of network congestion, Customers may experience delays in downloading or uploading files or a sluggish Web surfing experience. If significant congestion problems arise in the future, Cellular One's approach is to determine the source of the problem, and to increase the capacity of the affected portions of its network and/or of its Middle Mile routes where warranted. In the event of congestion, all traffic is classified as best effort.

## **Important Information about Cellular One's Broadband Internet Access Services and Cellular One's Open Internet Disclosures**

This section provides information about Cellular One's Broadband Internet Access Services. "Broadband Internet Access Services" refers to services that provide the capability to transmit data to and receive data from all or substantially all Internet endpoints. The network practices, performance characteristics, and commercial terms applicable to Cellular One's Broadband Internet Access Services over our 2G, 3G, and 4G/LTE networks are described below. This page does not describe the practices, characteristics, or terms that apply when using roaming partner networks.

## **What Speeds and Performance Can Cellular One Broadband Internet Access Services Customers Expect?**

Many factors affect the speed and performance that Customers experience, including the programs running on the device, proximity to a cell site, the capacity of the cell site, the surrounding terrain, use inside a building or moving vehicle, radio frequency interference, how many other Customers are attempting to use the same spectrum resources, the high-speed data allotment and other features of your Data Plan, or data use that is more than what is used by 97% of what all Customers use in a month. Customer devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and service availability.

### **Speed**

The term "speed" is commonly used as a shorthand way to describe the rate at which a particular broadband Internet access service can transmit data. This rate (or speed) is typically measured in the number of kilobits or megabits transmitted in one second (Kbps or Mbps). Some applications like email or basic web browsing do not require a high-data speed to function very well, while other activities like video streaming or transferring large data files are better experienced with higher data speeds.

Based on analysis of third-party, crowd-sourced data and subject to the notes below, Cellular One expects Customers with broadband-capable devices and qualifying service will experience the following speeds on our 3G and 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of speed tests, while the peak represents the 99th percentile:

#### **4G LTE Network (On-Device):**

- Download speeds: Up to 8 Mbps.
- Upload speeds: Up to 2 Mbps.

#### **4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):**

- Download Speed: Up to 8 Mbps.

- Upload Speed: Up to 2 Mbps.

### **3G HSPA+ Network:**

- Download speeds: Up to 5 Mbps.
- Upload speeds: Up to 1 Mbps.

For 4G, 3G and 2G coverage information, visit [www.cellularoneonline.com](http://www.cellularoneonline.com).

### **Speed Incidentals to Note**

Your 3G and 4G speed range will depend on your device as well as the factors described above. You can learn more about the capabilities of our 3G and 4G devices at [www.cellularoneonline.com](http://www.cellularoneonline.com). Customers using a 4G device within the 4G coverage area can expect to get 4G speeds. Customers using a 3G device within the 3G coverage area can expect to get 3G speeds. Customers with 4G devices will access the 3G network where it's available outside the 4G coverage area.

### **Latency**

Latency, also known as delay, is the amount of time from when a data packet is sent to when it is received. For Broadband Internet Access Services, latency is usually expressed as the round-trip time in milliseconds ("ms") that it takes for a data packet to travel between two end points on the Internet (from point A to point B and then back to point A). Some applications, such as email, can tolerate a substantial amount of latency without any noticeable impact on the application's performance, while other applications, such as real-time video conferencing, require lower latency to function properly. With respect to latency for use of real-time data applications, for Cellular One Customers, Cellular One expects round trip network to device latency to be approximately 90ms on its 4G LTE network, 83ms on its 3G network and 22ms on its 2G network. These figures are approximates and are affected by many factors, including but not limited to, what Customers are connecting to on the far end and the open Internet.

### **Device Restrictions**

All phones and devices connecting Customers to our network must be provided by Cellular One, due to network parameters in the device. More information about the specific devices approved for use on Cellular One's network can be found at its retail website at <http://www.cellularoneonline.com/phones>.

### **Security Measures**

Cellular One offers its wireless broadband Customers unrestricted access to all of the lawful content, services, and applications available on the Internet. However, Cellular One does use tools and policies to protect its Customers from spam and other unwanted or harmful Internet content. Cellular One scans all incoming e-mail to Cellular One provided e-mail domains for viruses and spam. Cellular One Customers have the option to turn off spam filtering only, however viruses are blocked and Customers do not have access to modify these rules. Cellular One's filters block over 3 million viruses from entering Cellular One's network as well as its Customers home and office machines every year. Although Cellular One takes measures to block viruses and spam, Cellular One recommends to its Customers, that each Customer have some type of third-party antivirus and firewall protection. Cellular One will not be held responsible for Customers' devices being infected by viruses, malware, spyware etc. Cellular One reserves the right to limit or block network traffic without prior notice to any account which is suspected of either intentionally or unintentionally performing port-scans, ping floods, or other malicious or virus-like activity. Additionally Cellular One may, at its sole discretion, block any data traffic which it determines poses a threat to the security of the network.

## **Contact Information**

Consumers may access our Pricing and Privacy policies via our website at <http://www.cellularoneonline.com>. Consumers may contact our Customer Service Department through the company's website, by visiting one of our stores, or by calling:

TOLL FREE: 1(800) 730-2351

LOCAL: (928) 537-7567

We are available to assist you:

Monday through Friday 6:00 a.m. – 7:00 p.m.

Saturday, Sunday, Holidays 8:00 a.m. – 5:00 p.m.

(Times listed are Arizona Standard Time)