

## **Subscriber Agreement: General Terms and Conditions of Service**

*A Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681.*

*Please note these terms may not be the most current version. A current version of the terms is available at our website or upon request.*

### **Basic Definitions**

In this document: (1) “we,” “us,” “our,” “Nextel,” and “Sprint” mean Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS or Nextel; (2) “you,” “your,” “customer,” and “user” mean an account holder or user with us; (3) “Device” means any phone, device, accessory or other product we sell to you or that is active on your account with us; and (4) “Service” means our offers, rate plans, options, wireless services or Devices on your account with us.

### **The Subscriber Agreement**

The Subscriber Agreement (“Agreement”) is a contract under which we provide and you accept our Services. In addition to these Terms and Conditions of Service (“Ts&Cs”), there are several parts to the Agreement, including, but not limited to, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you. **It is important that you carefully read all of the terms of the Agreement.**

### **Services Covered By These Ts&Cs & Additional Terms**

These Ts&Cs apply to our standard wireless Services and any other Service we offer you that references these Ts&Cs. Different terms will apply to most business accounts. Additional terms will apply when you use certain Services, typically those you can access online (for example, picture/video Services, online forums, etc.). Additional terms will also apply if you activate Services as part of a bundle with another company’s services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing/payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service.

### **Our Policies**

Services are subject to our business policies, practices and procedures (“Policies”), including, but not limited to, our Privacy Policy and Acceptable Use Policy and Visitor Agreement – both available at our website. You agree to all of our Policies when you use our Services. Our Policies are subject to change at anytime with or without notice.

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

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) sign a contract with us on paper or electronically; (b) accept Agreement through an oral or electronic statement; (c) attempt to or in any way use the Services; (d) pay for the Services; or (e) open any package or start any program that says you are accepting the Agreement when doing so. **If you don’t want to accept the Agreement, don’t do any of these things.**

### **Term Commitments & Early Termination Fees**

Many of the Services (for example, rate plans and Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years (“Term Commitment”). **You will be charged a fee (“Early Termination Fee”) for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement).** Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary based on the Services you select and will be disclosed to you during the sales transaction. **Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services.** After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

### **When You Don’t Have To Pay An Early Termination Fee**

You aren’t responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) consistent with our published trial period return policy; or (c) in response to a materially adverse change we make to the Agreement as described directly below.

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

**We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). If a change we make to the Agreement is material and has a material adverse effect on Services**

**under your Term Commitment, you may terminate each line of Service materially affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made.** If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

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

**We can, without notice, suspend or terminate any Service at any time for any reason,** including, but not limited to: (a) late payment; (b) exceeding an Account Spending Limit (“ASL”); (c) harassing/threatening our employees or agents; (d) providing false information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (g) breaching the Agreement, including our Policies; (h) providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications; or (j) if we believe the action protects our interests, any customer’s interests or our network.

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

You typically can change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require you to accept a new Term Commitment. Changes to Services are usually effective at the start of your next full invoicing cycle. If the changes take place sooner, your invoice may reflect pro-rated charges for your old and new Services.

### **Your Right To Terminate Services**

You can terminate Services at any time by calling us and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won’t prorate charges to the date of termination and you won’t receive a credit or refund for any unused Services. **Except as provided above, you must also pay us an Early Termination Fee for each line of Service that you terminate early.**

### **Credit Checks & Credit Information**

We agree to provide you Services on the condition you have and maintain satisfactory credit according to our standards and policies. You agree to provide information we may request or complete any applications we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services, or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

### **Account Spending Limits (“ASL”)**

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count towards an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

### **Deposits & Returning Deposits**

We may at any time require a deposit, as a guarantee of payment, for you to establish or maintain Service (“Deposit”). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can’t use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won’t earn interest and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We’ll send any remaining portion of the Deposit to your last known address within 90 days after your final invoice – if it is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

### **Restrictions On Using Services**

You can’t use our Services: (a) to transmit content/messages that are, or in any manner that is, illegal, fraudulent, threatening, abusive, defamatory, or obscene; (b) in a way that could cause damage or adversely affect our customers, reputation, network, property or Services; (c) to communicate any unsolicited commercial voice, text, SMS, or other message; (d) to infringe on the copyright of another, or upload or transmit any “virus,” “worm,” or malicious code; or (e) in any way prohibited by the terms of our Services, the Agreement or our Policies.

### **Your Device, Number & E-mail Address; Caller ID**

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through.** Your Device is designed to be activated on the Sprint network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your CDMA Sprint PCS phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit Sprint.com or call 1-888-211-4727 for information and eligibility requirements.

### Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all of the Services associated with that number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

### Coverage; Where Your Device Will Work

Our coverage maps are available at our stores and on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your Device, structures, buildings, weather, geography, topography, etc.), may result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage.**

### Roaming

"Roaming" typically refers to coverage on another carrier's network that we make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up. You can pick up roaming coverage both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data Services, voicemail, call waiting, etc.).

### About Data Services & Content

Our data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringers, etc.). We make absolutely no guarantees about the Data Content you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services.

### Specific Terms & Restrictions On Using Data Services

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

### Activation & Miscellaneous Charges

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

### **Account & Service Charges; Pro-rating; Unused Minutes**

**You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services.** Charges include, but are not limited to, the monthly recurring charges, usage charges, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services.

### **How We Calculate Your Charges For Billing Purposes**

**Regular Voice Calls:** We round up partial minutes of use to the next full minute. Time starts when you press “Talk” or your Device connects to the network and stops when you press “End” or the network connection otherwise breaks. You’re charged for all calls that connect, even to answering machines. You won’t be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you’re charged from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (e.g., Nights and Weekend plans), you’re charged for the entire call based on the rate that applies to the time period in which the call starts.

**Walkie-Talkie Charges:** Charges for walkie-talkie calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You’re charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a walkie-talkie call and ends approximately 6 seconds after completion of a communication to which no participant responds – subsequent walkie-talkie communications are considered new calls. Depending on your plan, nationwide, international or group walkie-talkie calls may use the local walkie-talkie minutes in your plan and result in additional charges. Responses to call alert transmissions are treated as new walkie-talkie transmissions even when responding within 6 seconds of receiving the alert. Walkie-talkie billing methods are subject to change as we introduce new walkie-talkie Services.

**Data Usage:** Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes and megabytes – not in minutes/time. 1024 bytes equals 1 kilobyte (“KB”), and 1024 KB equals 1 megabyte. Bytes are rounded up to kilobytes, so you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data network, you may incur data charges. Examples of data you will be charged for includes the size of a requested file or Data Content (game, ringer, etc.), web page graphics (logos, pictures, banners, advertisement, etc.), additional data used in accessing, transporting and routing the file on our network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage – for example, the size of downloadable files – are not reliable predictors of actual usage. Your bill won’t separately list the number of KB attributed to a specific action/data session.

### **Your Bill**

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they’re incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. **Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.).** Your paper bill may not include individual call detail. Your call detail is available online. Paper bills with call detail may be subject to an additional charge. If you choose internet billing, you will not receive paper bills.

### **Your Payments; Late Fees**

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked “paid in full”) does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier’s check, money order, or other similar secure form of payment at any time for good reason.

### **Taxes & Government Fees**

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

### **Surcharges**

You agree to pay all surcharges ("Surcharges"), which include, but are not limited to: Federal Universal Service, various regulatory fees, Sprint administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. **Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of your primary billing address and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

### **Disputing Charges - You Must Still Pay Undisputed Charges**

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period – undisputed charges must still be paid as stated on your bill.

### **Protecting Our Network & Services**

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage – for example, message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, etc. For additional information on what we do to protect our customers, network, Services and equipment, see our Acceptable Use Policy and Visitor Agreement at our website.

### **Your Privacy**

You agree to the terms of our Privacy Policy, available at our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.

We encourage you (the account holder) to protect the privacy of your account information by establishing passwords (including for your online accounts), which may include an answer to a backup shared secret question. These authenticators will be used when you access your account. This is the most effective way for you to protect your account. We treat the holder of your password(s) and/or your answer to a backup shared secret question as an authorized person on your account. Please do not share your authentication information with anyone that you do not wish to have access to your account. You agree that we may contact you in our discretion about important account related matters through the contact information you provide, through the Services or Devices to which you subscribe or through other available means. We also may allow you to set preferences for your preferred means of contact.

As we provide telecommunications Products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications Products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

### **Location Based Services**

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that you purchase from us may provide more information about how location information is used and disclosed. Use of some of location-sensitive services may require network coverage. **If any Device on**

**your account uses a location-sensitive service, you (the account holder) authorize the end user to download, access and use location sensitive services and agree to clearly and regularly notify the end user of your Device that their location may be tracked or discovered.** For additional information on location-sensitive services, see our Privacy Policy at our website.

**911 Or Other Emergency Calls**

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

**If Your Device Is Lost or Stolen**

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

**Disclaimer of Warranties**

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON’T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON’T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

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

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, or (h) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts.

**You Agree Our Liability Is Limited - No Consequential Damages.**

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

**DISPUTE RESOLUTION**

**We Agree To First Contact Each Other With Any Disputes**

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by calling or writing us as instructed on your invoice. We will contact you by letter to your billing address or on your Device.

**Instead Of Suing In Court, We Each Agree To Arbitrate Disputes**

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there’s no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney’s fees authorized by law. The arbitrator’s decision and award is final and binding, with some exceptions under the Federal Arbitration Act (“FAA”), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(1) **“Disputes” are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated** – this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.

(2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent to your billing address and notice to us will be sent to: General Counsel; Arbitration Office; 2001 Edmund Halley Drive VARESP0513-502; Reston, Virginia 20191. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA’s provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

(4) The arbitration will be administered by the National Arbitration Forum (“NAF”) under its arbitration rules. If any NAF rule conflicts with the terms of the Agreement, the terms of the Agreement apply. You can obtain procedures, rules, and fee information from the NAF at 1-800-474-2371 or www.adrforum.com.

(5) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of your last billing address. The federal or state law that applies to the Agreement will also apply during the arbitration.

**(6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual’s claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn’t apply and the dispute must be brought in court.**

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above: (a) \$25 if you are seeking less than \$1,000 from us; or (b) the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

**Exceptions To Our Agreement To Arbitrate Disputes**

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

**No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**Indemnification**

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, failing to provide appropriate notices regarding location-sensitive services (see “Location Based Services” section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement, any applicable law or regulation or the rights of any third party.

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

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice in your bill, correspondence to your last known billing address, to any fax number or e-mail address you’ve provided us, by calling you on your home phone or Device, by voice message on your Device or home phone, or by text message on your Device.

**Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3<sup>rd</sup> party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements – you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial), survive termination of Services.