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August 24, 2012

John VanEschen, Manager  
Telecommunications Unit  
Missouri Public Service Commission  
200 Madison Street, P.O. Box 360  
Jefferson City, MO 65102-0360

**RE: T-Mobile Central LLC's Informational Lifeline Service Tariff**

Dear Mr. VanEschen:

Enclosed please find the Informational Lifeline Service Tariff of T-Mobile Central ("T-Mobile") pursuant to 4 CSR 240-3.570(3)(D). The Lifeline Service Tariff describes the rates, terms, and conditions of T-Mobile's Lifeline service offerings.

Please feel free to contact me with any questions.

Respectfully submitted,

William Haas  
Senior Corporate Counsel

Encl.

STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

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INFORMATIONAL LIFELINE SERVICE TARIFF  
OF  
T-MOBILE CENTRAL LLC

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Issued:  
August 24, 2012

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Effective:  
August 24, 2012

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*Section 1 – General*

## 1.1 APPLICABILITY

- (A) This Informational Tariff sets forth the general terms and conditions applicable to the provision of Lifeline service to qualifying low-income consumers in the State of Missouri by T-Mobile Central LLC (“T-Mobile” or “Company”) in those areas in which the Company has been designated as an eligible telecommunications carrier (“ETC”).
- (B) This Informational Tariff is provided for informational purposes only and the terms described herein are subject to change.
- (C) The Company’s provision of Lifeline service to qualifying low-income customers within the state of Missouri is subject to the T-Mobile Terms and Conditions of service, including any applicable addendums (together, hereinafter, “T-Mobile Services Agreements”) and, to the extent applicable, the Walmart Family Mobile Terms and Conditions (“Family Mobile Services Agreement”), collectively, the “Services Agreements”. In the event of any conflict between the provisions of this informational tariff and the terms and conditions of the Services Agreements, the provisions of the Services Agreements will prevail.
- (D) Lifeline assistance is intended to increase the availability of telecommunications services to low-income consumers by providing a credit to monthly recurring service charges for qualifying customers.

*Section 2 – Terms*

## 2.1 TERMS AND CONDITIONS

- (A) The Company’s provision of Lifeline Service to subscribers within its designated service area as set forth in Appendix A (“Designated Service Area”) will be subject to the T-Mobile Services Agreements set forth in Appendices B and C (as applicable), or the Family Mobile Services Agreement set forth in Appendix E, and the successful completion of the Lifeline Application, a sample of which is included as Appendix D. This Tariff, the Services Agreements, and the Lifeline Application are subject to all provisions of applicable federal and state law and regulations, including but not limited to:
  - (i) the rules and orders of the Federal Communications Commission (“FCC”);
  - (ii) federal law, including 47 U.S.C. § 332;
  - (iii) FCC rules, including those found in 47 C.F.R. §§ 54.400 – 422;and

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(iv) applicable rules and orders of the Missouri Public Service Commission (“Commission”).

The Company expressly reserves all rights under federal and state law.

- (B) Nothing in this document shall prohibit a customer who is otherwise eligible for Lifeline Service from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.

### *Section 3 - Eligibility*

#### 3.1 DETERMINATION OF ELIGIBILITY FOR LIFELINE ASSISTANCE

- (A) Applicants for Lifeline Service must demonstrate and certify their eligibility for Lifeline assistance using the Lifeline Application, a sample of which is included as Appendix D.

#### 3.2 ELIGIBILITY CRITERIA FOR LIFELINE ASSISTANCE

- (A) Lifeline Assistance is available to low income consumers residing T-Mobile’s Designated Service Area in Missouri who:
1. Have a total household income at or below 135% of the federal poverty guidelines as published by the U.S. Department of Health and Human Services, or;
  2. Are eligible to participate in one or more of the following programs:
    - a. Supplemental Nutrition Assistance Program (SNAP) or Food Stamps;
    - b. Medicaid;
    - c. Temporary Assistance for Needy Families (TANF);
    - d. Supplemental Security Income (SSI);
    - e. Low Income Home Energy Assistance Program (LIHEAP);
    - f. Federal Public Housing Assistance (Section 8, Section 521, Section 202 and Public Housing, including HOPE VI), or;
    - g. National School Lunch Program’s Free Lunch Initiative.
- (B) Lifeline is a Federal benefit that is not transferrable to any other person;

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- (C) Lifeline service is available for only one line per household and is applicable to one wireless or wired connection only. A household cannot receive Lifeline benefits from multiple providers; and,
  - (D) A household is defined by 47 C.F.R. § 54.400(h) as follows: A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians.

### 3.3 INITIAL AND ONGOING ELIGIBILITY OBLIGATIONS AND RIGHTS OF CUSTOMERS

- (A) Initial eligibility is determined by verification of a properly completed Lifeline Application, a sample of which is attached hereto as Appendix D.
- (B) A customer who is eligible for the Lifeline program, but does not have telephone service, shall be responsible for initiating a request for Lifeline Service from the Company.
- (C) Customers receiving Lifeline assistance are responsible for notifying the Company if they cease to be eligible for Lifeline assistance.
- (D) Customers receiving Lifeline assistance may be asked to periodically verify their ongoing eligibility for such assistance in accordance with Federal and/or State rules. Verification requests will be made in writing. Customers will be provided 60 days to respond to any Lifeline eligibility verification request.
- (E) Lifeline customers will lose their eligibility for discounted service once they cease to meet income criteria or participate in one of the identified qualifying programs, or if they fail to timely respond to any verification request. Reduced billing under the Lifeline program will be terminated if eligibility ceases.
- (F) Violation of the one-per household rule is not permitted under federal rules and will result in the subscriber’s de-enrollment from the program and possible criminal prosecution by the U.S. Government.

#### *Section 4 – Lifeline Service*

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#### 4.1 LIFELINE SERVICE

- (A) Lifeline service is available to qualifying low-income consumers meeting the requirements in Section 3.2(A).
- (B) Lifeline service includes, at a minimum, the following services and features, consistent with 47 C.F.R. § 54.101(a):
  - a. Voice-grade access to the public switched telephone network;
  - b. Local usage;
  - c. Access to emergency services; and
  - d. Toll limitation, which includes either toll control or toll blocking. T-Mobile's Lifeline service calling plan allows customers to call to anywhere in the United States without incurring additional charges, and therefore there are no additional toll charges.
- (C) The Company generally offers Lifeline service through a specific calling plan ("T-Mobile Lifeline Offering"), which consists of the following elements.
  - a. 145 anytime minutes;
  - b. 500 night minutes;
  - c. 500 weekend minutes;
  - d. \$0.05 per minute overage rate;
  - e. calling anywhere in the United States without incurring additional charges; and
  - f. a monthly recurring rate of \$9.99 per month which is based upon a non-discounted \$19.99 per month rate plan discounted by \$10.00 per month, as described in 4.2(A) on a month to month basis without a service commitment or early termination fee.
  - g. The terms and conditions for the T-Mobile Lifeline Offering are set forth in the Services Agreements, which can be found in Appendix B (the *T-Mobile Terms and Conditions*) and in Appendix C (the *Lifeline Services Agreement*).
- (D) The Company also offers Lifeline service through its Walmart Family Mobile (Family Mobile) offering which is made available to consumers as a T-Mobile product sold through an exclusive partnership with Walmart powered and administered by T-Mobile ("Family Mobile Lifeline Offering"), which consists of the following elements.
  - a. unlimited talk
  - b. unlimited text
  - c. unlimited web
  - d. calling anywhere in the United States without incurring additional charges; and

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- e. a pre-discount monthly recurring rate of \$45.00 for the primary line and \$35.00 for up to 4 additional lines, offering a discounted rate for qualifying low-income subscribers on the primary line of \$35.00 or, alternatively, a discounted rate for qualifying low-income subscribers on a secondary list of \$25.00, after the rate is discounted by \$10.00 per month, as described in 4.2(A), on a month to month basis without a service commitment or early termination fee.
  - f. The terms and conditions for the Family Mobile Lifeline Offering are set forth in the Family Mobile Services Agreement, which can be found in Appendix E.
- (E) [Reserved for future use]
  - (F) [Reserved for future use]
  - (G) All T-Mobile Lifeline services are subject to the applicable rules and orders of the FCC and the Commission.

#### 4.2 LIFELINE DISCOUNTS

- (A) The Company shall apply Lifeline discounts on applicable rate plans subscribed to by eligible customers as follows:

<b>Description</b>	<b>Monthly Rate Reduction</b>
Federal Flat Rate Interim Support Amount	\$9.25 per month
Carrier Additive	\$.75 per month

- (B) The Company shall cease to provide reduced billing for any customer who no longer qualifies for such discounts under section 3.

#### 4.3 LIFELINE BILLING

- (A) The Company will not charge Lifeline customers a number portability charge.
- (B) The Company will not charge Lifeline customers a Federal Universal Service Fee.

#### 4.4 DISCONTUATION OF LIFELINE SERVICE

- (A) The Company shall discontinue Lifeline discounts for any customer who no longer qualifies for such under section 3.

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- (B) Lifeline service may be discontinued or terminated at any time if a customer fails to pay its bill or violates the terms and conditions of service.

*Section 5 – Other Terms*

6.1 CREDIT REQUIREMENTS

Credit verification procedures used for all applicants who apply for service with the Company may be used for customers applying for Lifeline Assistance.

6.2 DEPOSITS

The Company shall not charge a service deposit in order to initiate Lifeline Service if the eligible customer voluntarily elects to receive toll blocking on rate plans that impose additional charges for toll services. Toll blocking is available to Lifeline customers at no charge. Eligible customers who do not elect toll blocking may incur a deposit to initiate service on the T-Mobile Lifeline Offering, up to \$400, based upon the individual consumer's creditworthiness.



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**Appendix A**

**Designated Service Area**

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T-Mobile's ETC Service Area for providing Low Income services is its coverage area, which comprises at least a portion of the following telephone company areas.		
Company Name	Study Area Code	Service Area/Wire Center
ALMA COMM. CO.	421860	Study Area
BPS TEL. CO.	420463	Study Area
CASS COUNTY TEL. CO.	420472	Study Area
CENTURYTEL NW-AR-RUS	401142	Study Area
CENTURYTEL-MO BELLE	429785	Study Area
CENTURYTEL-MO CEN	429784	ASLDMOXA
CENTURYTEL-MO CEN	429784	AVA MOXA
CENTURYTEL-MO CEN	429784	CENLMOXA
CENTURYTEL-MO CEN	429784	CLMAMOXA
CENTURYTEL-MO CEN	429784	CLMAMOXB
CENTURYTEL-MO CEN	429784	CLRKMOXA
CENTURYTEL-MO CEN	429784	CRANMOXA
CENTURYTEL-MO CEN	429784	HLVLMOXA
CENTURYTEL-MO CEN	429784	MNFDMOXA
CENTURYTEL-MO CEN	429784	RHPTMOXB
CENTURYTEL-MO CEN	429784	STGNMOXA
CENTURYTEL-MO SOUTH	429786	Study Area
CENTURYTEL-MO SW	429787	AGSTM OXA
CENTURYTEL-MO SW	429787	BASNMOXA
CENTURYTEL-MO SW	429787	BASWMOXA
CENTURYTEL-MO SW	429787	BDYLM OXA
CENTURYTEL-MO SW	429787	BFLOMOXA
CENTURYTEL-MO SW	429787	BLEYMOXA
CENTURYTEL-MO SW	429787	BLNDMOXA
CENTURYTEL-MO SW	429787	BRBNMOXA
CENTURYTEL-MO SW	429787	CDCKMOXA
CENTURYTEL-MO SW	429787	CHMSMOXA
CENTURYTEL-MO SW	429787	CLFDM OXA
CENTURYTEL-MO SW	429787	CNWYMOXA
CENTURYTEL-MO SW	429787	CPFRMOXA
CENTURYTEL-MO SW	429787	CRTMM OXA
CENTURYTEL-MO SW	429787	CSVLM OXA
CENTURYTEL-MO SW	429787	CUBAMOXA
CENTURYTEL-MO SW	429787	DFNCMOXA
CENTURYTEL-MO SW	429787	DORAMOXA
CENTURYTEL-MO SW	429787	DRDNMOXA
CENTURYTEL-MO SW	429787	EKLDMOXA
CENTURYTEL-MO SW	429787	EXTRMOXA
CENTURYTEL-MO SW	429787	FOLYMOXA
CENTURYTEL-MO SW	429787	FRLDM OXA
CENTURYTEL-MO SW	429787	FRSTM OXA
CENTURYTEL-MO SW	429787	FRSYM OXA
CENTURYTEL-MO SW	429787	GALNMOXA
CENTURYTEL-MO SW	429787	GSVLM OXA
CENTURYTEL-MO SW	429787	HGHLMOXA
CENTURYTEL-MO SW	429787	HLDVMOXA
CENTURYTEL-MO SW	429787	HOLSM OXA
CENTURYTEL-MO SW	429787	HRLYMOXA
CENTURYTEL-MO SW	429787	HRMTMOXA

T-Mobile's ETC Service Area for providing Low Income services is its coverage area, which comprises at least a portion of the following telephone company areas.		
CENTURYTEL-MO SW	429787	HWPNMOXB
CENTURYTEL-MO SW	429787	JMTWMOXA
CENTURYTEL-MO SW	429787	JNBGMOXA
CENTURYTEL-MO SW	429787	JNKNMOXA
CENTURYTEL-MO SW	429787	KMCYMOXA
CENTURYTEL-MO SW	429787	KSHKMOXA
CENTURYTEL-MO SW	429787	LEBGMOXA
CENTURYTEL-MO SW	429787	LSBGMOXA
CENTURYTEL-MO SW	429787	MANOMOX
CENTURYTEL-MO SW	429787	MRFDMOX
CENTURYTEL-MO SW	429787	MRSNMOXA
CENTURYTEL-MO SW	429787	MSMLMOXA
CENTURYTEL-MO SW	429787	MTSTMOXA
CENTURYTEL-MO SW	429787	MTVLMOX
CENTURYTEL-MO SW	429787	NINGMOXA
CENTURYTEL-MO SW	429787	NWMLMOXA
CENTURYTEL-MO SW	429787	OFLNMOXA
CENTURYTEL-MO SW	429787	OLMRMOXA
CENTURYTEL-MO SW	429787	OZRKMOXA
CENTURYTEL-MO SW	429787	PRRHMOXA
CENTURYTEL-MO SW	429787	PRTMMOX
CENTURYTEL-MO SW	429787	PSBGMOXA
CENTURYTEL-MO SW	429787	PSTNMOXA
CENTURYTEL-MO SW	429787	RCBHMOXA
CENTURYTEL-MO SW	429787	RDSPMOXA
CENTURYTEL-MO SW	429787	SAFEMOX
CENTURYTEL-MO SW	429787	SHKNMOXA
CENTURYTEL-MO SW	429787	SMVIMOX
CENTURYTEL-MO SW	429787	SPRTMOXA
CENTURYTEL-MO SW	429787	STJMMOX
CENTURYTEL-MO SW	429787	STPRMOXA
CENTURYTEL-MO SW	429787	THDSMOXA
CENTURYTEL-MO SW	429787	THVLMOX
CENTURYTEL-MO SW	429787	THYRMOXA
CENTURYTEL-MO SW	429787	TROYMOXA
CENTURYTEL-MO SW	429787	TXTNMOXA
CENTURYTEL-MO SW	429787	URBNMOXA
CENTURYTEL-MO SW	429787	VCHYMOXA
CENTURYTEL-MO SW	429787	WASLMOX
CENTURYTEL-MO SW	429787	WLRGMOXA
CENTURYTEL-MO SW	429787	WNFDMOX
CENTURYTEL-MO SW	429787	WNVLMOX
CENTURYTEL-MO SW	429787	WRCYMOXA
CENTURYTEL-MO SW	429787	WRTNMOXA
CENTURYTEL-MO SW	429787	WSBNMOXA
CENTURYTEL-MO SW	429787	WTLDMOXA
CHARITON VALLEY TEL	421864	Study Area
CHOCTAW TELEPHONE CO	421893	Study Area
CITIZENS TEL CO - MO	421865	Study Area
CRAW-KAN TEL COOP	411818	Study Area

T-Mobile's ETC Service Area for providing Low Income services is its coverage area, which comprises at least a portion of the following telephone company areas.		
CRAW-KAN TEL COOP-MO	421759	Study Area
EMBARQ MISSOURI	421957	Study Area
FARBER TEL CO	421876	Study Area
FIDELITY TEL CO	421882	Study Area
GOODMAN TEL CO	421886	Study Area
GRANBY TEL CO - MO	421887	Study Area
GRAND RIVER MUT-MO	421888	Study Area
GREEN HILLS TEL CORP	421890	Study Area
HOLWAY TEL CO	421929	Study Area
IAMO TEL CO - MO	421206	Study Area
ITS - IOWA TELECOM	351178	Study Area
KINGDOM TELEPHONE CO	421901	Study Area
KLM TEL CO	421900	Study Area
LATHROP TEL COMPANY	421932	Study Area
LE-RU TELEPHONE CO	421908	Study Area
MARK TWAIN RURAL TEL	421914	Study Area
MCDONALD COUNTY TEL	421912	Study Area
MID-MISSOURI TEL CO	421917	Study Area
MILLER TEL CO - MO	421920	Study Area
MOKAN DIAL INC-MO	421807	Study Area
NE MISSOURI RURAL	421931	Study Area
NEW FLORENCE TEL CO	421927	Study Area
NEW LONDON TEL CO	421928	Study Area
ORCHARD FARM TEL CO	421934	Study Area
OREGON FARMERS MUT	421935	Study Area
OZARK TEL. CO.	421866	Study Area
PEACE VALLEY TEL CO	421936	Study Area
ROCK PORT TEL CO	421942	Study Area
SENECA TEL CO	421945	Study Area
SOUTHWESTERN BELL-MO	425213	ADRNMOAX
SOUTHWESTERN BELL-MO	425213	ADVNMORA
SOUTHWESTERN BELL-MO	425213	AGNCMOAL
SOUTHWESTERN BELL-MO	425213	ANTOMO50
SOUTHWESTERN BELL-MO	425213	ARCHMOAX
SOUTHWESTERN BELL-MO	425213	ARGYMOPA
SOUTHWESTERN BELL-MO	425213	ARMSMOCR
SOUTHWESTERN BELL-MO	425213	ASGVMOOR
SOUTHWESTERN BELL-MO	425213	ATSNKSSF
SOUTHWESTERN BELL-MO	425213	BLCYMORE
SOUTHWESTERN BELL-MO	425213	BLDLMOGU
SOUTHWESTERN BELL-MO	425213	BLFDMOLO
SOUTHWESTERN BELL-MO	425213	BLNGMOMY
SOUTHWESTERN BELL-MO	425213	BLSPMOCA
SOUTHWESTERN BELL-MO	425213	BNTNMOKI
SOUTHWESTERN BELL-MO	425213	BNTRMOFL
SOUTHWESTERN BELL-MO	425213	BNVLMOTU
SOUTHWESTERN BELL-MO	425213	BRFDMOCL
SOUTHWESTERN BELL-MO	425213	BSMRMOPE
SOUTHWESTERN BELL-MO	425213	BUFTMOHU
SOUTHWESTERN BELL-MO	425213	BWLGMOEA

T-Mobile's ETC Service Area for providing Low Income services is its coverage area, which comprises at least a portion of the following telephone company areas.		
SOUTHWESTERN BELL-MO	425213	BYVLARPO
SOUTHWESTERN BELL-MO	425213	CDHLM051
SOUTHWESTERN BELL-MO	425213	CDWLMOOL
SOUTHWESTERN BELL-MO	425213	CHFDMO52
SOUTHWESTERN BELL-MO	425213	CHFFMOTU
SOUTHWESTERN BELL-MO	425213	CHLCMOMI
SOUTHWESTERN BELL-MO	425213	CHTNMOMU
SOUTHWESTERN BELL-MO	425213	CLSPMOFI
SOUTHWESTERN BELL-MO	425213	CLSPMONO
SOUTHWESTERN BELL-MO	425213	CLVLMOCI
SOUTHWESTERN BELL-MO	425213	CLVRMOLU
SOUTHWESTERN BELL-MO	425213	CMPBMOCH
SOUTHWESTERN BELL-MO	425213	CMTNMODI
SOUTHWESTERN BELL-MO	425213	CMTNMONO
SOUTHWESTERN BELL-MO	425213	CNTRMOAM
SOUTHWESTERN BELL-MO	425213	CPGRMOED
SOUTHWESTERN BELL-MO	425213	CRJTMOMI
SOUTHWESTERN BELL-MO	425213	CRTHMOFL
SOUTHWESTERN BELL-MO	425213	CRTNMOLI
SOUTHWESTERN BELL-MO	425213	CTVLMOED
SOUTHWESTERN BELL-MO	425213	DELTMO5W
SOUTHWESTERN BELL-MO	425213	DESTMOGI
SOUTHWESTERN BELL-MO	425213	DRNGMOPL
SOUTHWESTERN BELL-MO	425213	DWNGMOFR
SOUTHWESTERN BELL-MO	425213	DXTRMOMA
SOUTHWESTERN BELL-MO	425213	EDINMOEX
SOUTHWESTERN BELL-MO	425213	ELDNMOEX
SOUTHWESTERN BELL-MO	425213	ELSBMOTW
SOUTHWESTERN BELL-MO	425213	EPRRMONI
SOUTHWESTERN BELL-MO	425213	ESSXMOAV
SOUTHWESTERN BELL-MO	425213	EURKMO53
SOUTHWESTERN BELL-MO	425213	EXSPMOME
SOUTHWESTERN BELL-MO	425213	FEBGMORI
SOUTHWESTERN BELL-MO	425213	FISKMOWO
SOUTHWESTERN BELL-MO	425213	FLRVMOGE
SOUTHWESTERN BELL-MO	425213	FLTNMOMI
SOUTHWESTERN BELL-MO	425213	FNTNMO54
SOUTHWESTERN BELL-MO	425213	FRFRMOST
SOUTHWESTERN BELL-MO	425213	FRGVMOPL
SOUTHWESTERN BELL-MO	425213	FRHNMOTA
SOUTHWESTERN BELL-MO	425213	FRTNMOPL
SOUTHWESTERN BELL-MO	425213	FRTWMOST
SOUTHWESTERN BELL-MO	425213	FSTSMOYE
SOUTHWESTERN BELL-MO	425213	FTSCKS01
SOUTHWESTERN BELL-MO	425213	FYTTMOCH
SOUTHWESTERN BELL-MO	425213	GIDNMOHI
SOUTHWESTERN BELL-MO	425213	GLSGMOFE
SOUTHWESTERN BELL-MO	425213	GRMLMOFR
SOUTHWESTERN BELL-MO	425213	GRSMMO55
SOUTHWESTERN BELL-MO	425213	HAYTMOFL

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SOUTHWESTERN BELL-MO	425213	HGRGMO56
SOUTHWESTERN BELL-MO	425213	HGRGMO57
SOUTHWESTERN BELL-MO	425213	HIGBMOGL
SOUTHWESTERN BELL-MO	425213	HLBOMO66
SOUTHWESTERN BELL-MO	425213	HLCMMOSW
SOUTHWESTERN BELL-MO	425213	HNBLMOAC
SOUTHWESTERN BELL-MO	425213	HRNVMOPE
SOUTHWESTERN BELL-MO	425213	HVTRMO67
SOUTHWESTERN BELL-MO	425213	IMPRMO58
SOUTHWESTERN BELL-MO	425213	JCSNMOCI
SOUTHWESTERN BELL-MO	425213	JPLNMOMA
SOUTHWESTERN BELL-MO	425213	JSPRMOEX
SOUTHWESTERN BELL-MO	425213	KKVLMOMO
SOUTHWESTERN BELL-MO	425213	KNNSMOLO
SOUTHWESTERN BELL-MO	425213	KNNTMOTU
SOUTHWESTERN BELL-MO	425213	KSCYMO01
SOUTHWESTERN BELL-MO	425213	KSCYMO02
SOUTHWESTERN BELL-MO	425213	KSCYMO04
SOUTHWESTERN BELL-MO	425213	KSCYMO05
SOUTHWESTERN BELL-MO	425213	KSCYMO20
SOUTHWESTERN BELL-MO	425213	KSCYMO21
SOUTHWESTERN BELL-MO	425213	KSCYMO22
SOUTHWESTERN BELL-MO	425213	KSCYMO23
SOUTHWESTERN BELL-MO	425213	KSCYMO24
SOUTHWESTERN BELL-MO	425213	KSCYMO25
SOUTHWESTERN BELL-MO	425213	KSCYMO40
SOUTHWESTERN BELL-MO	425213	KSCYMO41
SOUTHWESTERN BELL-MO	425213	KSCYMO42
SOUTHWESTERN BELL-MO	425213	KSCYMO44
SOUTHWESTERN BELL-MO	425213	KSCYMO45
SOUTHWESTERN BELL-MO	425213	KSCYMO48
SOUTHWESTERN BELL-MO	425213	KSCYMO55
SOUTHWESTERN BELL-MO	425213	LAMRMOOV
SOUTHWESTERN BELL-MO	425213	LAMTMODI
SOUTHWESTERN BELL-MO	425213	LCWDMOCE
SOUTHWESTERN BELL-MO	425213	LDWDMOLO
SOUTHWESTERN BELL-MO	425213	LINNMOYW
SOUTHWESTERN BELL-MO	425213	LKOZMOEN
SOUTHWESTERN BELL-MO	425213	LLBRMOOV
SOUTHWESTERN BELL-MO	425213	LNCSMOGL
SOUTHWESTERN BELL-MO	425213	LOSNMOSK
SOUTHWESTERN BELL-MO	425213	MBRLMOAM
SOUTHWESTERN BELL-MO	425213	MCCKMOEM
SOUTHWESTERN BELL-MO	425213	METAMOBA
SOUTHWESTERN BELL-MO	425213	MEXCMOJU
SOUTHWESTERN BELL-MO	425213	MLDNMOCR
SOUTHWESTERN BELL-MO	425213	MNCHMO59
SOUTHWESTERN BELL-MO	425213	MNTTMOBE
SOUTHWESTERN BELL-MO	425213	MRCLMOCH
SOUTHWESTERN BELL-MO	425213	MRHLMOBE

T-Mobile's ETC Service Area for providing Low Income services is its coverage area, which comprises at least a portion of the following telephone company areas.		
SOUTHWESTERN BELL-MO	425213	MRHSMONO
SOUTHWESTERN BELL-MO	425213	MRNVMOHO
SOUTHWESTERN BELL-MO	425213	MRSHMOGA
SOUTHWESTERN BELL-MO	425213	MRTNMONI
SOUTHWESTERN BELL-MO	425213	MTCYMOLO
SOUTHWESTERN BELL-MO	425213	MXVLMO60
SOUTHWESTERN BELL-MO	425213	NESHMOGL
SOUTHWESTERN BELL-MO	425213	NEVDMONO
SOUTHWESTERN BELL-MO	425213	NIXAMOOA
SOUTHWESTERN BELL-MO	425213	NWFRMOVI
SOUTHWESTERN BELL-MO	425213	NWMDMOSH
SOUTHWESTERN BELL-MO	425213	OKRGMOAM
SOUTHWESTERN BELL-MO	425213	OLAPMOST
SOUTHWESTERN BELL-MO	425213	ORANMOCO
SOUTHWESTERN BELL-MO	425213	OSBHMOFI
SOUTHWESTERN BELL-MO	425213	PATNMOTO
SOUTHWESTERN BELL-MO	425213	PCFCMO61
SOUTHWESTERN BELL-MO	425213	PCHNMOTE
SOUTHWESTERN BELL-MO	425213	PGVLMODR
SOUTHWESTERN BELL-MO	425213	PONDMO62
SOUTHWESTERN BELL-MO	425213	PPBLMOSU
SOUTHWESTERN BELL-MO	425213	PRCYMOGR
SOUTHWESTERN BELL-MO	425213	PRXMO68
SOUTHWESTERN BELL-MO	425213	PRVLMOLI
SOUTHWESTERN BELL-MO	425213	PSBGKSLO
SOUTHWESTERN BELL-MO	425213	PUXCMOAC
SOUTHWESTERN BELL-MO	425213	PVLYMOAA
SOUTHWESTERN BELL-MO	425213	PYVLMOTI
SOUTHWESTERN BELL-MO	425213	QULNMOFA
SOUTHWESTERN BELL-MO	425213	RCMDMOPR
SOUTHWESTERN BELL-MO	425213	RCWDMOOR
SOUTHWESTERN BELL-MO	425213	RISCMOEX
SOUTHWESTERN BELL-MO	425213	RPBLMOPE
SOUTHWESTERN BELL-MO	425213	RRVLMOPL
SOUTHWESTERN BELL-MO	425213	RUVLMORA
SOUTHWESTERN BELL-MO	425213	SCCYMOCO
SOUTHWESTERN BELL-MO	425213	SDLIMOTA
SOUTHWESTERN BELL-MO	425213	SENTMORE
SOUTHWESTERN BELL-MO	425213	SGNVMOTU
SOUTHWESTERN BELL-MO	425213	SKSTMGR
SOUTHWESTERN BELL-MO	425213	SLTRMOLA
SOUTHWESTERN BELL-MO	425213	SMVLMOTR
SOUTHWESTERN BELL-MO	425213	SNANMOMO
SOUTHWESTERN BELL-MO	425213	SNBHMOFR
SOUTHWESTERN BELL-MO	425213	SPFDMOMC
SOUTHWESTERN BELL-MO	425213	SPFDMOTE
SOUTHWESTERN BELL-MO	425213	SPFDMOTU
SOUTHWESTERN BELL-MO	425213	STCHMO63
SOUTHWESTERN BELL-MO	425213	STCLMOMA
SOUTHWESTERN BELL-MO	425213	STFRMORE

T-Mobile's ETC Service Area for providing Low Income services is its coverage area, which comprises at least a portion of the following telephone company areas.		
SOUTHWESTERN BELL-MO	425213	STJSMODJ
SOUTHWESTERN BELL-MO	425213	STJSMODN
SOUTHWESTERN BELL-MO	425213	STJSMOMD
SOUTHWESTERN BELL-MO	425213	STLSMO01
SOUTHWESTERN BELL-MO	425213	STLSMO02
SOUTHWESTERN BELL-MO	425213	STLSMO03
SOUTHWESTERN BELL-MO	425213	STLSMO04
SOUTHWESTERN BELL-MO	425213	STLSMO05
SOUTHWESTERN BELL-MO	425213	STLSMO06
SOUTHWESTERN BELL-MO	425213	STLSMO07
SOUTHWESTERN BELL-MO	425213	STLSMO08
SOUTHWESTERN BELL-MO	425213	STLSMO11
SOUTHWESTERN BELL-MO	425213	STLSMO20
SOUTHWESTERN BELL-MO	425213	STLSMO21
SOUTHWESTERN BELL-MO	425213	STLSMO22
SOUTHWESTERN BELL-MO	425213	STLSMO23
SOUTHWESTERN BELL-MO	425213	STLSMO24
SOUTHWESTERN BELL-MO	425213	STLSMO25
SOUTHWESTERN BELL-MO	425213	STLSMO26
SOUTHWESTERN BELL-MO	425213	STLSMO27
SOUTHWESTERN BELL-MO	425213	STLSMO40
SOUTHWESTERN BELL-MO	425213	STLSMO41
SOUTHWESTERN BELL-MO	425213	STLSMO42
SOUTHWESTERN BELL-MO	425213	STLSMO43
SOUTHWESTERN BELL-MO	425213	STLSMO45
SOUTHWESTERN BELL-MO	425213	STMYMOLI
SOUTHWESTERN BELL-MO	425213	STNB MOSU
SOUTHWESTERN BELL-MO	425213	TRENMOEL
SOUTHWESTERN BELL-MO	425213	TSCMMOEM
SOUTHWESTERN BELL-MO	425213	UNINMOLU
SOUTHWESTERN BELL-MO	425213	VINNMOGA
SOUTHWESTERN BELL-MO	425213	VRSLMODR
SOUTHWESTERN BELL-MO	425213	VYPKMO64
SOUTHWESTERN BELL-MO	425213	WARDMOMA
SOUTHWESTERN BELL-MO	425213	WAREMOWH
SOUTHWESTERN BELL-MO	425213	WASHMOBE
SOUTHWESTERN BELL-MO	425213	WBCYMOOR
SOUTHWESTERN BELL-MO	425213	WDSPMO01
SOUTHWESTERN BELL-MO	425213	WLGVMOWY
SOUTHWESTERN BELL-MO	425213	WLRDMOSH
SOUTHWESTERN BELL-MO	425213	WLVLMOMU
SOUTHWESTERN BELL-MO	425213	WPHLMOGL
SOUTHWESTERN BELL-MO	425213	WYTTMOOR
SPECTRA COMM. GROUP	421151	Study Area
STEELVILLE TEL EXCH	421949	Study Area
STOUTLAND TEL CO	421951	Study Area
WINDSTREAM COMMUNICATIONS, INC.	351167	Study Area
WINDSTREAM MO	421885	Study Area



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**Appendix B**

**T-Mobile Terms and Conditions**

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Issued:  
August 24, 2012

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Effective:  
August 24, 2012

## T-Mobile Terms & Conditions

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

Effective December 30, 2011.

Your agreement with T-Mobile USA, Inc., including its affiliates, assignees, and agents ("T-Mobile") includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at [www.T-Mobile.com](http://www.T-Mobile.com) (collectively "Agreement"). Your Rate Plan includes your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern. **Your Agreement applies to each line of Service, although different T&Cs may apply to different lines of Service on your account.**

**Please read these T&Cs carefully.** They cover important information about T-Mobile services provided to you ("Service"); your phone, handset, device, SIM card, data card, or other equipment or third party device used with our Service ("Device"); and any access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device ("Charges"). **These T&Cs include fees for early termination, Rate Plan changes, and late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court.**

You and any authorized users on your account will have access to account information and may be able to make changes to the account. **If you give your personal account validation information to someone, they can access and make changes to your account.** Those changes will be binding on you. Authorized changes may require your agreement to a new minimum term and/or new T&Cs.

**1. Acceptance. YOUR AGREEMENT WITH T-MOBILE STARTS WHEN YOU ACCEPT.** You represent that you are at least 18 years old (21 years old or legally emancipated if you are a Puerto Rico customer) and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; (d) paying for the Service or a "T-Mobile Device" (a Device purchased from T-Mobile, a T-Mobile dealer, or other T-Mobile authorized retailer ("Dealer")); or (e) opening the T-Mobile Device box or failing to activate Service within 30 days after the purchase of your T-Mobile Device, unless returned within the Cancellation Period (as defined in Section 4). **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

**2. \* Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.** This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 27). **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE WHEN YOU ACTIVATED A NEW LINE OF SERVICE, OR FOR A LINE OF SERVICE THAT WAS ACTIVATED PRIOR TO JUNE 28, 2008, WITHIN 30 DAYS FROM THE FIRST TIME AFTER DECEMBER 30, 2011 WHEN YOU AGREED TO EXTEND OR RENEW YOUR TERM OF SERVICE FOR THAT LINE (the "Opt Out Deadline").** You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or completing the opt-out form located at [www.T-Mobile.com/mobiledisputeresolution.com](http://www.T-Mobile.com/mobiledisputeresolution.com). **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**

For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 16 below. We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

**If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings.** You must send a letter requesting arbitration and describing your claim to our registered agent (see Sec. 16) to begin arbitration. The American Arbitration Association (AAA) will arbitrate all disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA's Commercial

Arbitration Rules will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims that total more than \$75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. **Puerto Rico** customers: Refer to Section 15 for details of the Puerto Rico Telecommunications Dispute Procedure.

**CLASS ACTION WAIVER. WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. **If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**JURY TRIAL WAIVER.** If a claim proceeds in court rather than through arbitration, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

**3. \* Your Term of Service and Early Termination Fees.** Your "Term" is the period of time for which you have agreed to maintain Service with us. Periods of suspension of Service do not count toward your Term. After your Term, you will become a month-to-month customer. Except for month-to-month customers, **AN EARLY TERMINATION FEE WILL APPLY TO EACH LINE OF SERVICE IF YOU DO NOT MAINTAIN YOUR AGREED-UPON SERVICES THROUGH THE END OF YOUR TERM FOR THAT LINE OF SERVICE, OR IF WE TERMINATE YOUR SERVICE EARLY (see Section 19). THE EARLY TERMINATION FEE IS: \$200 IF TERMINATION OCCURS WITH MORE THAN 180 DAYS REMAINING ON YOUR TERM; \$100 IF TERMINATION OCCURS WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF TERMINATION OCCURS WITH 31 TO 90 DAYS REMAINING ON YOUR TERM; AND THE LESSER OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF TERMINATION OCCURS IN THE LAST 30 DAYS OF YOUR TERM.** Some Devices require maintaining certain features or Services (e.g. a data plan) as part of your Rate Plan, and cancelling them before the end of your Term will result in an Early Termination Fee. **The Early Termination Fee is part of our rates and is not a penalty.** The Early Termination Fee applies only to the extent permitted by law. If you terminate your Service, your termination will be effective at the end of your current billing cycle, and you will remain responsible for all fees and Charges for your Service and usage through the end of that billing cycle. If we terminate your Service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination. You can request that we port your number to another carrier, and Service for that number will be terminated when the porting is complete. If you port your number, you will be responsible for all usage and Charges through the end of your current billing cycle. If you bought your wireless Device from a Dealer, they may charge a separate fee associated with cancellation.

**4. \* Cancellation and Returns. Service Cancellation:** You can cancel a new line of Service without paying an Early Termination Fee if you cancel **WITHIN 14 DAYS** of activating a new line of Service (30 days in California; other states may differ - ask your sales representative) ("Cancellation Period"). You remain responsible for all Charges incurred through the date of cancellation. To cancel Service during the Cancellation Period, you may be required to go to the place where you activated Service and return any T-Mobile Device you acquired at the time of activation. You must return your T-Mobile Device in its package with all original contents, undamaged and in good working condition with no material alterations to the Device's hardware or software. If you do not return your T-Mobile Device or if you return your T-Mobile Device in a damaged, altered or destroyed condition, we may take one or more of the following actions: (a) prevent your T-Mobile Device from working on any network; (b) charge you the Early Termination Fee; (c) elect not to process your Service cancellation; or (d) charge you the suggested retail price or the cost to repair a T-Mobile Device, (which may be greater than the price you paid), plus any shipping and handling charges. **Device Refunds and Restocking Fees:** For T-Mobile Device and accessory returns and exchanges, see the applicable return policy, which is available at your place of purchase. Some T-Mobile Devices and accessories may not be refunded or exchanged, and you may be required to pay a restocking fee.

**5. Changes to Your Service.** You may be unable to change your Rate Plan, including services and features associated with your Rate Plan. You may request to change to another Rate Plan during your Term, and if we authorize the change, you may be charged a migration fee of up to \$200 for each line of service, and you may continue to be bound to your existing Term or an extended Term. The amount of the migration fee will decrease as the time remaining on your Term decreases. For specific information about changing your Rate Plan, including migration fee details, call T-Mobile.

**6. Our Rights to Make Changes.** This provision, which describes how changes may be made to your Agreement, is subject to requirements and limitations imposed by applicable law, and will not be enforced to the extent prohibited by law. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. **WE CAN CHANGE ANY TERMS IN THE AGREEMENT AT ANY TIME. YOU MAY CANCEL THE AFFECTED LINE OF SERVICE WITHOUT AN EARLY TERMINATION FEE (if applicable) IF: (A) WE CHANGE YOUR PRICING IN A MANNER THAT MATERIALLY INCREASES YOUR MONTHLY RECURRING CHARGE(S) (the amount you agreed to pay each month for voice, data and messaging, which does not include overage, pay-per-use or optional services (such as 411, or downloads), or taxes and fees); (B) WE MATERIALLY DECREASE THE SERVICE ALLOTMENTS WE AGREED TO PROVIDE TO YOU FOR YOUR MONTHLY RECURRING CHARGE; OR (C) WE MATERIALLY CHANGE A TERM IN THESE T&Cs OTHER THAN PRICING IN A MANNER THAT IS MATERIALLY ADVERSE TO YOU. WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS' NOTICE OF ANY CHANGE**

WARRANTING CANCELLATION OF THE AFFECTED LINE OF SERVICE WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY), AND YOU MUST NOTIFY US WITHIN 14 DAYS AFTER YOU RECEIVE THE NOTICE, OR AS OTHERWISE PROVIDED IN THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THE RELEVANT TIMEFRAME, YOU ACCEPT THE CHANGES.

**7. \* Your Wireless Device & Compatibility with Other Networks.** Your T-Mobile Device may not be compatible with the network and services provided by another service provider. You may buy a Device from us or someone else, but it must, as solely determined by T-Mobile, be compatible with, and not potentially harm, our network. Some T-Mobile features will be available only on T-Mobile Devices purchased from us. A T-Mobile Device is designed to be used only with T-Mobile Service. You may be eligible to have your T-Mobile Device reprogrammed to work with another carrier, but you must contact us to do so. Not all T-Mobile Devices are capable of being reprogrammed. T-Mobile reserves the right to prevent your Device from being used on our network. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the T-Mobile network or your Device. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

**8. Service Availability.** Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. You agree we are not liable for problems relating to Service availability or quality.

**9. Important Emergency and 9-1-1 Information and Emergency Alerts.** When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. **T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded.** We may use a variety of information and methods to determine the location of a 9-1-1 call, including Global Positioning Satellites, our wireless network, the street address you have provided us as your primary use location ("Primary Address"), or the location of a T-Mobile HotSpot. Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third party entities are involved in connecting a 9-1-1 call and T-Mobile does not determine the public safety agency to which your 9-1-1 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available. **Wi-Fi and 9-1-1 Service:** 9-1-1 service using Wi-Fi uses the internet and operates differently than traditional 9-1-1. For example, 9-1-1 service may not work during power or internet (e.g., cable service) outages or disruptions or if your internet or T-Mobile Service are suspended. Location information when using Wi-Fi may be limited or unavailable. You must provide us with a Primary Address. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address via [www.my.T-Mobile.com](http://www.my.T-Mobile.com) or by contacting T-Mobile's Customer Care; it may take 24 hours or more to update the address information. If you do not give us a Primary Address, we may block your usage of certain Wi-Fi networks. When you call over Wi-Fi away from your Primary Address, we may have no or very limited information about your location. **Emergency Alerts.** T-Mobile has chosen to offer wireless emergency alerts, within portions of its coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details on the availability of this service and wireless emergency alert capable Devices, please visit [www.T-Mobile.com](http://www.T-Mobile.com).

**10. \* Billing. You agree to pay all Charges we bill you or that were accepted or processed through your Device.** For disputed Charges, see Section 15. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. We round up any fraction of a minute to the next full minute. Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). Unless otherwise specified in your Rate Plan, the rate for a call (such as nights and weekend rates) is determined by the time the call starts, and that rate applies to the entire call. If we cannot determine the time of your call, we may base the time on the local time associated with your billing address. For some products, such as FlexPay and Prepaid, each minute of a call will be billed according to the time or day applicable to that minute (for example, different rates may apply in one call if the call extends into nights or weekends). T-Mobile-to-T-Mobile calls are those made between T-Mobile customers using their Devices while on the T-Mobile network (and not off-network or roaming on affiliate networks). You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan Allotments in a later billing cycle. Unused Rate Plan Allotments expire at the end of your billing cycle. Airtime usage applies to all calls processed through your Device, including toll-free, operator-assisted, voice mail, call forwarding and calling card calls. You may be billed additional Charges or fees for certain features and services such as operator or directory assistance, data calls or transfers, messaging, internet access and applications. **Third-Party Service Provider Billing:** Your Device can be used to purchase services and products from third-party providers (e.g., games, apps, ringtones, etc.) and Charges for these purchases may be included on your T-Mobile bill. You can block those purchases of third-party products or services by visiting [www.T-Mobile.com](http://www.T-Mobile.com) or calling T-Mobile. **Data Usage and Messaging:** Data usage is rounded up to the next full-kilobyte increment at the end of each data session. At the end of your billing cycle, or at the time you switch data plans, your total kilobytes are then rounded up to the next megabyte. There are 1,024 kilobytes in one megabyte. You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and we are not liable for such messages. Additional blocking options are available at [www.my.T-Mobile.com](http://www.my.T-Mobile.com). **Wi-Fi Billing:** Billing for Wi-Fi usage will be based on the network (Wi-Fi or cellular) to which your Device was connected at the start of the call or other Service. Check your Device indicator and manual to know if you are on a cellular or Wi-Fi network. Additional incoming and outgoing calls initiated while you are already connected to a network (e.g., call waiting, call forwarding, conference calling) also are billed based upon the network upon which the original call

was initiated. Calls may drop if you move between Wi-Fi networks or between Wi-Fi networks and a cellular network. We will bill you based on the time at the location of the Wi-Fi network (or a nearby cell tower) if we know its location. If we are unable to determine the location of the Wi-Fi network, we may base the time of the call on the local time of your billing address, which can affect the designation of your calls such as a night or weekend call.

**11. \* Data Plans and Other Features.** You will be charged for data usage on a pay per use basis unless you are required to maintain a data plan ("Data Plan") as part of your Service, or as otherwise provided by your Rate Plan or prepaid data pass. **Permissible and Prohibited Uses:** Your Data Plan is intended for Web browsing, messaging, and similar activities on your Device and not on any other equipment. Unless explicitly permitted by your Data Plan, other uses, including for example, using your Device as a modem or tethering your Device to a personal computer or other hardware, are not permitted. Other examples of prohibited uses can be found in Section 18. **Protective Measures:** To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. In addition, if your total usage exceeds 5GB (amount is subject to change without notice; please check T-Mobile's T&Cs on [www.T-Mobile.com](http://www.T-Mobile.com) for updates) during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. If you use your Data Plan in a manner that could interfere with other customers' service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may suspend, terminate, or restrict your data session, or switch you to a more appropriate Data Plan. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally, we may implement other network management practices, such as caching less data, using less capacity, and sizing video more appropriately for a Device to transmit data files more efficiently. These practices are agnostic to the content itself and to the websites that provide it. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on your Device. **Downloadable Content and Applications:** Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") that you can purchase with your Device may not be sold by T-Mobile. For some third party purchases, although the charges may appear on your T-Mobile bill, T-Mobile is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps may be directed to the third party seller. You may be able to restrict access and certain services by implementing controls available at [www.T-Mobile.com](http://www.T-Mobile.com) or by calling T-Mobile. When you use, download or install Content & Apps sold by a third party seller, you may be subject to license terms between you and third parties. When you use, download, or install Content & Apps that you purchase from T-Mobile, the Content & Apps are licensed to you by T-Mobile and may be subject to additional license terms between you and third parties. Whether purchased from T-Mobile or a third party, any Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your Device only. You may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one Device to another Device. Some Devices or Content & Apps may continue to have contact with our network without your knowledge, which may result in additional Charges, for example, while roaming internationally. Software on your Device may automatically shut down or limit the use of Content & Apps or other features or Services without warning. T-Mobile is not responsible for any third party content, advertisements, or websites you may be able to access using your Device. **Use of Information:** T-Mobile may retain, use, and share information collected when you download, use, or install some Content & Apps, may update your Content & Apps remotely, or may disable or remove any Content & Apps at any time. Refer to T-Mobile's Privacy Policy, as well as the Content & Apps creator/owner's privacy policy for information regarding their use of information collected when you download, install, or use any third party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content & Apps. **Wi-Fi Calling:** You acknowledge and agree that your use of any Wi-Fi network is permissible and that you (and not T-Mobile) are responsible for your use. Cell Broadcasts (alerts that go to certain customers), Emergency Alerts and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling.

**12.\* Roaming and International Calling. Roaming:** Your Device may connect to another provider's network ("Off-Net") even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. There may be extra Charges (including long distance, tolls, data usage) and higher rates for Off-Net usage, depending on your Rate Plan, and your quality and availability of service may vary significantly. You must use your Device predominantly within the T-Mobile owned network coverage area. If your Off-Net domestic voice usage, data usage or messaging usage exceeds your Rate Plan Allotment, you will be alerted and your access to Off-Net coverage may be suspended or denied. We may also limit or terminate your Service in our discretion and without prior notice if you no longer reside in a T-Mobile-owned network coverage area, if more than 50% of your voice and/or data usage is Off-Net for any three billing cycles within any 12 month period, if your Off-Net usage makes it uneconomical for T-Mobile to provide Service to you, or if related to T-Mobile's arrangements with an Off-Net provider. **International Roaming & Dialing:** International roaming and dialing are available with some Rate Plans and on some Devices and may require an additional feature on your account. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you will be charged international rates (including for voicemails left for you and for data usage). This includes per minute rates for calls and, while roaming internationally, per minute rates for calls transferred to your voicemail and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for you and regardless of whether your phone is on or off. Some Devices and applications may incur usage and Charges while roaming. You may be able to disable these applications and features through your Device settings. Different rates and rounding increments apply in different countries. See [www.T-Mobile.com](http://www.T-Mobile.com) for information on international access, rates, Services and coverage. While roaming internationally, your data throughput may be reduced and your Service may be otherwise limited or terminated at any time without notice.

**13. \* Taxes, Fees, and Surcharges. Taxes and Fees.** You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to taxes & fees. To determine taxes & fees, we will use the street address you identified as your Place of Primary Use ("PPU"). The PPU for Puerto Rico customers must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address (such as a PO box) that is not a recognized street address, does



not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. In the event of a disputed tax jurisdiction location being assigned, any tax refund must be requested within 60 days of our notification to you that the tax has been assessed. **Surcharges.** You agree to pay all Surcharges. Surcharges are not mandated by law, they are T-Mobile Charges that are collected and retained by T-Mobile. The components and amounts of these Charges are subject to change without notice. Surcharges include, but are not limited to charges, costs, fees and certain taxes T-Mobile incurs to provide Services (and are not government taxes or fees imposed directly on our customers that we must collect by law). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related Surcharges (such as Federal or State Universal Service fees, regulatory fees, and gross receipts taxes). Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. You can find the Surcharges in either the "Taxes, Fees & Surcharges" or the "Other Charges" section of your bill.

**14. \* Payments, Late Fees, Deposits, and Credit Checks.** If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or \$5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check, electronic funds transfer payment, including debit or Automated Clearing House payment, or any other payment is dishonored or returned, we may charge you \$35, or the maximum amount allowed under applicable law. We may also require you to use another payment method, and/or immediately suspend or cancel your Service. We will not honor limiting notations you make on or with your checks. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set. **Deposits:** We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account and that you may be required to increase or replace your deposit amount. We refund deposits and final credit balances upon request, unless otherwise required by law. We pay simple interest on deposits at the rate the law requires.

**Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

**Puerto Rico customers:** This paragraph constitutes notice that your Service may be suspended or cancelled if you do not pay in full within the time stated on your bill or if your financial institution dishonors or returns a check for any reason, including for insufficient funds.

**15. \* Your Right to Dispute Charges.** Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within 60 days (20 days for Puerto Rico customers) after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Except for Puerto Rico customers and unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 2 above. To contact or notify us, see Section 16. This paragraph is notice to **Puerto Rico** customers that payment of undisputed Charges is due when stated on your bill, regardless of any dispute.

**Puerto Rico customers:** We will provide you with a determination regarding any dispute that is presented to us in accordance with this Section 15 within 15 days after we receive it. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: 654 Mu00f1oz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. You must send your petition for review to the Telecommunications Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 - Santurce), San Juan, Puerto Rico 00907-3941. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

#### **16. \* Notices and Customer Communications.**

You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address you provide to us or that we provide to you. You agree that T-Mobile may contact you in any way, including, pre-recorded or artificial voice or text messages delivered by an automatic telephone dialing system, or e-mail messages delivered by an automatic e-mailing system. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. For multi-line accounts, a "Primary Telephone Number" may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. If you would like to designate a Primary Telephone Number, please contact T-Mobile.

You may contact our Customer Care department at [www.T-Mobile.com](http://www.T-Mobile.com), by calling 1-877-453-1304 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico** customers must direct notices to: T-Mobile Customer Relations, 654 Mu00f1oz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.

To begin arbitration or other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For **Puerto Rico**, our registered agent is Prentice Hall of Puerto Rico and can be contacted at FGR Corporate Services, Inc., BBVA Tower, 6th Floor, 254, Muñoz Rivera Avenue, San Juan, Puerto Rico, 00918, phone: 1-800-927-9801.

**17. \* Lost or Stolen Devices.** You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. After your Service is suspended, you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, and applicable taxes, fees and Surcharges. If you request that we not suspend your Service, you will remain responsible for all usage, Charges incurred and applicable taxes and fees. We may prevent a lost or stolen Device from registering on any network. **California customers:** For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but the fact that your Device or Account was used is some evidence of authorization. You may request that we investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. **Even if your Device is lost or stolen, you must fulfill the remainder of your Term or the Early Termination Fee will apply.**

**18. \* Misuse of Service or Device.** By activating or renewing Service with T-Mobile, you agree that you do so because you want Service from T-Mobile and not for any other purposes. You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying your T-Mobile Device; (e) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling T-Mobile Devices for profit, or tampering with, reprogramming or altering T-Mobile Devices for the purpose of reselling the T-Mobile Device; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile's or another entity's network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g. using a Data Plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless authorized by T-Mobile, you agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

**19. Our Rights to Limit or End Service or the Agreement.** WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don't provide Service, more than 50% of your voice and/or data usage is Off-Net for any three billing cycles within any 12 month period, your Off-Net usage makes it uneconomical for T-Mobile to provide Service to you, or relating to T-Mobile's arrangements with an Off-Net provider; (see Section 12); (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Device as described in Section 18, above; (h) uses your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (i) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of calls, messages or sessions (such as international, 900 or 976 calls), in our sole discretion and without notice. If we limit, suspend or terminate your Service and later reinstate your Service, you may be charged a fee. This paragraph constitutes notice to **Puerto Rico** customers that your Service may be suspended or cancelled if you engage in any of the foregoing actions in Sections 18 and 19, including but not limited to failing to pay your bill when due, in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in T-Mobile's sole discretion. If your Service or account is limited, suspended or terminated and then reinstated, you will be charged a reactivation fee.

**20. \* Intellectual Property.** You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services, your purchase of Services and T-Mobile Devices does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of T-Mobile or others related to the Services and T-Mobile Devices; this intellectual property may be used only with T-Mobile Service unless expressly authorized by T-Mobile. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

**21. Digital Millennium Copyright Act ("DMCA") Notice.** If you believe that material available through our Services or products infringes the copyright of any third party, notify us by using the notice procedure under the DMCA and described at [www.T-Mobile.com](http://www.T-Mobile.com) ([www.T-Mobile.com.pr](http://www.T-Mobile.com.pr) for Puerto Rico). After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

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

to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Device may automatically be stored on your SIM card, Device or our network. Your data may remain on the Device even if your SIM card is removed; the data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.

Some Devices automatically upload stored information (such as your address book, ringtones, or other data) to T-Mobile network servers. You may choose not to use this service by contacting Customer Care; however, your Device will continue to upload your information to our servers but T-Mobile will not retain the information. Not using this service may result in the loss of functionality or the availability of certain services or features, and the permanent loss of information stored on a lost or stolen Device. You or T-Mobile may be able to remotely access or delete information stored on your Device or on [www.my.T-Mobile.com](http://www.my.T-Mobile.com).

**23. \* Disclaimer of Warranties.** EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A T-MOBILE DEVICE YOU PURCHASE FROM US, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

**24. \* Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES REGARDLESS OF THE THEORY OF LIABILITY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

**25. \* Indemnification.** You agree to defend, indemnify, and hold us harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your Service or Device.

**26. \* Enforceability and Assignment.** A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we don't enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid that part may be severed from the Agreement. You can't assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; T-Mobile is not a party to that agreement. The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked "\*" continue after termination of our Agreement with you.

**27. \* Choice of Law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

**28. Additional Terms for FlexPay Customers. T-Mobile FlexPay Service:** You must pay for Services in advance each month ("Monthly Account") and Services will become available after we apply your payment. Your first Service cycle may start several days after activation. You may be unable to make changes to your account during certain periods of your Service cycle.

**FlexAccount:** When you have used all of your monthly Allotments, to buy additional Services, you must fund your FlexAccount. All lines on a multi-line account share and draw from one FlexAccount. A FlexAccount may be only used to (1) purchase Services when you exhaust your Service Allotment(s); (2) purchase Services not included in your Rate Plan (e.g., downloads, messaging, 411, data and international services); and (3) pay your bill. By using any additional Services, applicable Charges will automatically be deducted from your FlexAccount. FlexAccount dollars you transfer to pay your bill in excess of the Amount Due cannot be returned to your FlexAccount. You cannot transfer funds from your Monthly Account to your FlexAccount. FlexAccount terms and rates differ from the terms and rates associated with our Prepaid Service (see [www.T-Mobile.com](http://www.T-Mobile.com) for terms and rates).

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



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

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

**29. Additional Terms for T-Mobile Prepaid Customers.** To use T-Mobile Prepaid Service you must have a prepaid account balance or be on an active monthly prepaid plan; Service will be suspended when your account balance reaches zero; and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for 30 days; your monthly plan will be automatically renewed at the end of 30 days if you have a sufficient prepaid account balance. The Charges for Service and the amount of time that Service is available following activation of your prepaid account balance may vary; see [www.T-Mobile.com](http://www.T-Mobile.com) for more information. Your account balance, if sufficient, gives you access to T-Mobile Prepaid Service for a limited amount of time; you must use your T-Mobile Prepaid Service during the designated period of availability. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Coverage specific to T-Mobile Prepaid Service may be found at [www.T-Mobile.com](http://www.T-Mobile.com) and differs from coverage related to T-Mobile's postpaid Service. If you purchase a T-Mobile Device that is sold for use on T-Mobile Prepaid Service, you agree that you intend it to be activated on our Service, and do not intend to, and will not, resell, modify and/or export the T-Mobile Devices, or assist someone in these activities.

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**Appendix C**

**T-Mobile Lifeline Services Agreement**

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Issued:  
August 24, 2012

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Effective:  
August 24, 2012

Customer			Representative	
Customer ID (BAN)		Monthly Bill Cycle End Date		

Service Information - Not all features may be listed below

Activation	Rate Plan	Included Minutes	Overage	Add-On Features	Monthly Recurring Charge	Activation Fee
(____) ____-____ SIM:  IMEI:	Lifeline	Whenever: 145; Nights: 500; Weekend: 500; M to M: 0; SMS: 0; MMS: 0.	voice: \$.05/min text: \$0.20/msg	Nat'l Roaming; Enhanced Voicemail	\$19.99; With Lifeline discount: \$9.99	\$35.00

Monthly Recurring Charges for this Line of Service exclude taxes and fees.

**CUSTOMER ACCEPTANCE:** By signing this form or activating or using T-Mobile service, I agree that if T-Mobile's approves my Lifeline application:

- My Lifeline benefits will be applied as a credit against my monthly recurring service charge. I understand that this amount may be changed from time to time without prior notice to me.
- Other terms apply. International rates and roaming charges may apply. Certain rates are subject to change at any time. If I have enrolled in paperless billing, I will receive billing notifications according to my communications preferences and will not receive a paper bill in the mail. My first service cycle may start several days after my activation. I may request to receive my billing statement in Spanish by calling Customer Care at (800) 937-8997.
- My "Agreement" with T-Mobile includes: (a) this Service Agreement; (b) T-Mobile's "Terms and Conditions"; and (c) any terms specific to my Rate Plan or service. **I can obtain copies of T-Mobile's Terms and Conditions at T-Mobile retail stores, at www.T-Mobile.com or by calling Customer Care at (800) 937-8997 or 611 from my T-Mobile phone. I can obtain a copy of my Rate Plan specific terms by contacting T-Mobile Customer Relations at P.O. Box 37380 Albuquerque NM 87176.** I have received and read my Agreement. The English version of this Agreement will control over any other version.
- **Disputes. T-Mobile Requires ARBITRATION of disputes UNLESS I OPT-OUT WITHIN 30 DAYS OF ACTIVATION.** See T-Mobile's Terms and Conditions for details.
- **Cancellation and Return Policy.** For contracts of 1 year or more, I may cancel my Rate Plan without paying a termination fee if I return all phones I acquired with my activation to the original point of purchase within **14 days from my activation (Return Period)**. The Return Period may be longer in some states. I may have to pay a restocking fee for any phone I return. **If my Rate Plan is cancelled after the Return Period for any reason other than the failure to qualify for the Lifeline program, I will be required to pay an EARLY TERMINATION FEE OF UP TO \$200 PER LINE OF SERVICE on contracts of 1-year of more.**
- **I authorize T-Mobile and its agents to obtain information about my credit history and to share that information with credit reporting agencies.** This consent survives the termination of my service.
- I understand that T-Mobile reserves the right to review my Lifeline eligibility status at any time and that T-Mobile may immediately terminate my Lifeline benefits if I am no longer eligible; or, at T-Mobile's sole option and with my consent, T-Mobile may migrate me to a standard rate plan.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Appendix D**

**Sample Lifeline Application**

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Issued:  
August 24, 2012

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Effective:  
August 24, 2012



## Missouri Application for the Lifeline Program

Consumers meeting certain eligibility criteria are able to participate in the Lifeline program and receive discounted voice telephony service. Lifeline service offers a monthly discount of \$10.00 - \$13.50 off certain rate plans. To apply, complete this form and also submit **proof of eligibility**.

<b>Eligibility Criteria for the Lifeline Program</b>
<input type="checkbox"/> MO HealthNet (f/k/a Medicaid) <input type="checkbox"/> Supplemental Nutrition Assistance (Food Stamps) <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Low-Income Home Energy Assistance (LIHEAP) <input type="checkbox"/> Federal Public Housing Assistance (Section 8) <input type="checkbox"/> National School Free Lunch Program <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)  <input type="checkbox"/> 135% of the Federal Poverty Level <i>(See next page for income threshold requirements)</i>

<b>Applicant's Full Name :</b>	<b>Birth Date:</b>	<b>Social Security # (last 4 digits):</b>	<b>DCN:*</b>
<b>Name on Voice Service Account (If different from Applicant):</b>		<b>Customer Contact Telephone Number:</b>	
<b>Customer's Full Residential Service Address (no P.O. Boxes):</b> Street:  City, Town, Zip:		<b>Is this address a temporary address? Yes / No</b> <i>(circle the appropriate response)</i> <i>(If "yes" then must verify address every 90 days.)</i>	
<b>Is this address also my billing address?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "no" please provide billing address):</i>			

\*This number is assigned to program participants of MO HealthNet, LIHEAP, Food Stamps and TANF.

### I understand the following obligations and provisions about the Lifeline program:

- The Lifeline program is a government benefit program and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.
- Only one Lifeline service is available per Household.
- A Household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses.
- A Household is not permitted to receive Lifeline benefits from multiple providers.
- Violation of the one-per-Household limitation constitutes a violation of the rules, and will result in the subscriber's de-enrollment from the program.
- Lifeline is a non-transferable benefit and the subscriber may not transfer his or her benefit to any other person.
- I will be de-enrolled from the Lifeline program and my service deactivated if my service fails to be used for a 60-day time period. Using the service includes completion of an outbound call, purchase of additional usage, or answering an incoming call from a party not affiliated with this company.

**I CERTIFY UNDER PENALTY OF PERJURY EACH OF THE FOLLOWING:**

- I meet the eligibility criteria for the Lifeline program.
- I will provide notification to my voice service provider within 30 days if for any reasons I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based criteria for receiving Lifeline support, I receive more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit.
- If I move to a new address, I will provide that new address to my voice service provider within 30 days.
- If I have a temporary residential address then I will be required to verify my address with my voice service provider every 90 days.
- My household will receive only one Lifeline service and, to the best of my knowledge, my household is not already receiving a Lifeline service.
- I acknowledge the obligation to re-certify my continued eligibility for Lifeline benefits at any time and failure to re-certify my continued eligibility will result in de-enrollment and the termination of Lifeline benefits.
- I consent to providing my name, telephone number and address to the Universal Service Administrative Company for the purpose of verifying I do not receive more than one Lifeline benefit. I also consent to sharing my account information with the Federal Communications Commission and Missouri Public Service Commission who oversee and administer the Lifeline program.

\_\_\_\_\_ I certify I have \_\_\_\_\_ individuals in my household.  
(Initial and complete only if qualifying under income threshold.)

**The information supplied on this form is true and correct.**

**I acknowledge providing false or fraudulent information to receive Lifeline benefits is punishable by law.**

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

**Submit a completed signed form and proof of eligibility.**

Annual Income Thresholds for Meeting 135% of Federal Poverty Level (Based on Household Size)								
1	2	3	4	5	6	7	8	Each add'l person
\$15,080	\$20,426	\$25,772	\$31,118	\$36,464	\$41,810	\$47,156	\$52,502	+ \$5,346/person

Acceptable documentation for meeting the criteria of 135% of the federal poverty level includes: a copy of prior year's state or federal tax return; paycheck stub (three consecutive months); a statement of benefits for Social Security, Veterans Administration, retirement/pension or Unemployment/Workmen's Compensation; or other legal documents showing current income (e.g. divorce decree, child support award). Any documentation must cover a full year or three consecutive months within the previous twelve months.

**Company Use Only:**

**I hereby attest the applicant presented acceptable proof of eligibility:**

\_\_\_\_\_  
Print name of company official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix E**

**Walmart Family Mobile Terms and Conditions**

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Issued:  
August 24, 2012

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

Effective:  
August 24, 2012

## Family Mobile Terms & Conditions

Effective December 27, 2011.

Your wireless service is provided by T-Mobile USA, Inc. including its affiliates, assignees, and agents (“T-Mobile”). Your agreement for wireless service branded as “Walmart Family Mobile Powered by T-Mobile” (“Family Mobile”) is with T-Mobile, and includes these Terms and Conditions (“T&Cs”), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available online and at store locations (collectively, “Agreement”). Your Rate Plan includes your monthly Service allotments for minutes, messages or data (“Allotments”), rates, coverage and other terms (“Rate Plan”). To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern. Your Agreement applies to each line of Service, although different T&Cs may apply to different lines of Service on your account.

**Please read these T&Cs carefully.** They cover important information about the services provided to you (“Service”); your phone, handset, device, SIM card, data card, or other equipment or third party device used with the Family Mobile Service (“Device”); and any access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device (“Charges”). **These T&Cs include fees for early termination and late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court.**

You, and any authorized users on your account will have access to account information and may be able to make changes to the account. **If you give your personal account validation information to someone, they can access and make changes to your account.** Those changes will be binding on you. You may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require your agreement to a new minimum term and/or new T&Cs.

**1. Acceptance. YOUR AGREEMENT STARTS WHEN YOU ACCEPT.** You represent that you are at least 18 years old and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; (d) paying for the Service or a “Family Mobile Device” (a Device purchased from Walmart for use with the Family Mobile Service); or (e) opening the Family Mobile Device box or failing to activate Service within 30 days after the purchase of your Family Mobile Device, unless returned within the Cancellation Period (as defined in Section 4). **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

**2. \* Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT.** This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers,



dealers or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 26). **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 15 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION** if: (a) your claim qualifies, you may initiate proceedings in small claims court; or (b) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE YOU ACTIVATED SERVICE FOR THE RELEVANT LINE (the "Opt Out Deadline")**. You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or completing the opt-out form located at <http://myfamilymobile.com/support/dispute.aspx>. **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**

**If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings.** You must send a letter requesting arbitration and describing your claim to our registered agent (see Sec. 15) to begin arbitration. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims that total more than \$75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

**CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. **If you chose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

**3. \* Your Term of Service and Termination Fees.** Your “Term” is the period of time for which you have agreed to maintain Service with us. Periods of suspension of Service do not count toward your Term. After your Term, your rate plan term will continue on a month-to-month basis. Unless you have a month-to-month rate plan Term, **AN EARLY TERMINATION FEE WILL APPLY TO EACH LINE OF SERVICE IF YOU DO NOT MAINTAIN YOUR AGREED-UPON SERVICES THROUGH THE END OF YOUR TERM FOR THAT LINE OF SERVICE, OR IF WE TERMINATE YOUR SERVICE EARLY (see Section 18). THE EARLY TERMINATION FEE IS: \$50 IF TERMINATION OCCURS WITH MORE THAN 90 DAYS REMAINING ON YOUR TERM, AND THE LESSER OF \$25 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF TERMINATION OCCURS IN THE LAST 90 DAYS OF YOUR TERM.** Some Devices require maintaining certain features or Services (e.g. a data plan) as part of your Rate Plan, and cancelling them before the end of your Term will result in an Early Termination Fee. **The Early Termination Fee is part of our rates and is not a penalty.** The Early Termination Fee applies only to the extent permitted by law. If you terminate your Service, your termination will be effective at the end of your current billing cycle, and you will remain responsible for all fees and Charges for your Service and usage through the end of that billing cycle. If we terminate your Service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination. You can request that we port your number to another carrier.

**4. \* Cancellation and Returns. Service Cancellation:** You can cancel a line of service, but will remain responsible for all usage and Charges incurred through the end of your current billing cycle. If your new line of service has a contract term of one year or more, you can cancel that new line of Service without paying an Early Termination Fee if you cancel **WITHIN 14 DAYS** of activating that new line of Service (30 days in California; other states may differ, ask your sales representative) (“Cancellation Period”). To cancel Service during the Cancellation Period, you may be required to go to the place where you activated Service and return any Family Mobile Device you acquired at the time of activation. You must return your Family Mobile Device in its package with all original contents, undamaged and in good working condition with no material alterations to the Device's hardware or software. If you do not return

your Family Mobile Device, or if you return your Family Mobile Device in a damaged, altered or destroyed condition, we may take one or more of the following actions: (a) prevent your Family Mobile Device from working on any network; (b) charge you the Early Termination Fee (for contract terms of one year or more); (c) elect not to process your Service cancellation; or (d) charge you the suggested retail price or the cost to repair the Family Mobile Device, (which may be greater than the price you paid), plus any shipping and handling charges. **Device Refunds and Restocking Fees;** Please see Walmart's Return Policy for Device and accessory returns. You may be required to pay a restocking fee. The unused portion of any Extras Pack and/or WebPak may be refundable. Promotional amounts for either Extras Packs or WebPaks amounts are non-refundable. If you paid an Activation Fee, such fee is non-refundable unless you are cancelling Service within the Cancellation Period. If you cancel Service during the Cancellation Period, your Activation Fee (if any) and any remaining Extras Pack or WebPak amounts that have not been deducted from your Extras Pack or WebPak will be refunded (amounts already deducted will not be refunded). Prior to refunding, any refunds we owe you will be first applied to satisfy any amounts you owe us.

**5. Our Rights to Make Changes.** This provision, which describes how changes may be made to your Agreement, is subject to requirements and limitations imposed by applicable law, and will not be enforced to the extent prohibited by law. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. WE CAN CHANGE ANY TERMS IN THE AGREEMENT AT ANY TIME. YOU MAY CANCEL THE AFFECTED LINE OF SERVICE WITHOUT AN EARLY TERMINATION FEE (if applicable) IF: (A) WE CHANGE YOUR PRICING IN A MANNER THAT MATERIALLY INCREASES YOUR MONTHLY RECURRING CHARGE(S) (the amount you agreed to pay each month for voice, data and messaging, which does not include overage, pay-per-use or optional services (such as 411, or downloads), or taxes and fees);

(B) WE MATERIALLY DECREASE THE SERVICE ALLOTMENTS WE AGREED TO PROVIDE TO YOU FOR YOUR MONTHLY RECURRING CHARGE; OR (C) WE MATERIALLY CHANGE A TERM IN THESE T&Cs OTHER THAN PRICING IN A MANNER THAT IS MATERIALLY ADVERSE TO YOU. WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS' NOTICE OF ANY CHANGE WARRANTING CANCELLATION OF THE AFFECTED LINE OF SERVICE WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY), AND YOU MUST NOTIFY US WITHIN 14 DAYS AFTER YOU RECEIVE THE NOTICE, OR AS OTHERWISE PROVIDED IN THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THE RELEVANT TIMEFRAME, YOU ACCEPT THE CHANGES.

**6. \* Your Wireless Device & Compatibility with Other Networks.** Your Family Mobile Device may not be compatible with the network and services provided by another service provider. A Device purchased from someone else, must, as solely determined by T-Mobile, be compatible with, and not potentially harm, the T-Mobile network. Family Mobile Devices are designed to be used only with our Service. You may be eligible to have your Family Mobile Device reprogrammed to work with another carrier, but you must contact us to do so. Not all Family Mobile Devices are capable of being reprogrammed. We reserve the right to prevent your Device from being used on our network. Some features will be available only on some Devices

purchased from us. At times we may remotely change software, systems, applications, features or programming on your Device without notice to address security, safety or other issues that impact the network or your Device. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. We may offer you changes to systems, applications, features or programming remotely to your Device; you will not be able to use your Device during the installation of the changes even for emergencies.

**7. Service Availability.** Coverage maps only approximate the anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. You agree that T-Mobile is not liable for problems relating to Service availability or quality.

**8. Important Emergency 9-1-1 Information and Emergency Alerts.** When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. **T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded.** A variety of information and methods may be used to determine the location of a 9-1-1 call, including Global Positioning Satellites, our wireless network, or the street address you have provided us as your primary use location (“Primary Address”). Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third party entities are involved in connecting a 9-1-1 call and we do not determine the public safety agency to which your 9-1-1 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available. **Wi-Fi and 9-1-1 Service:** 9-1-1 service using Wi-Fi uses the internet and operates differently than traditional 9-1-1. For example, 9-1-1 service may not work during power or internet (e.g., cable service) outages or disruptions or if your internet or Service is suspended. Location information when using Wi-Fi may be limited or unavailable. You must provide us with a Primary Address. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address online or by contacting Customer Care at 1-877-760-8760; it may take 24 hours or more to update the address information. If you do not give us a Primary Address, we may block your usage of certain Wi-Fi networks. When you call over Wi-Fi away from your Primary Address, we may have no or very limited information about your location. **Emergency Alerts:** T-Mobile has chosen to offer wireless emergency alerts, within portion of its coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details on the availability of this service and wireless emergency alert capable Devices, please visit [myfamilymobile.com](http://myfamilymobile.com).

**9. \* Billing. You agree to pay all Charges we bill you or that were accepted or processed through your Device.** For disputed Charges, see Section 14. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. We round up any fraction of a minute to the next full minute. Airtime usage is measured from

the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). Unless otherwise specified in your Rate Plan, the rate for a call (such as nights and weekend rates) is determined according to the time or day applicable to that minute (for example, different rates may apply in one call if the call extends into nights or weekends). If we cannot determine the time of your call, we may base the time on the local time associated with your billing address. Calls made between lines of Service on the same account are charged as intra-account calls while on the T-Mobile network (but not when off-network or roaming on affiliate networks). You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan Allotments in a later billing cycle. Unused Rate Plan Allotments expire at the end of your billing cycle. Airtime usage applies to all calls processed through your Device, including toll-free, operator-assisted, voice mail, call forwarding and calling card calls. You may be billed additional Charges or fees for certain features and services such as operator or directory assistance, data calls or transfers, messaging, internet access and applications. **Third-Party Service Provider Billing:** your Extras Pack or WebPak can be used to purchase services and products from third-party providers (e.g., games, apps, ringtones, etc.) and Charges for these purchases will be deducted from your Extras Pack or WebPak. **Data Usage and Messaging:** Data usage is rounded up to the next full-kilobyte increment at the end of each data session. There are 1,024 kilobytes in one megabyte. You will be charged for text, instant or picture messages and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and we are not liable for such messages. Contact Customer Care at 1-877-760-8760 or visit [myfamilymobile.com](http://myfamilymobile.com) for additional blocking options. **Extras Pack/WebPak Billing:** Data usage is charged in 1 megabyte increments. When you have used a full megabyte, you will be charged for another 1 megabyte. Unless your Rate Plan includes data Allotments, data usage will be tracked and deducted from your Extras Pack or WebPak amount from the time you begin a session until you stop the session. Usage will first be deducted from Extras Pack or WebPak amounts associated with monies that you have paid, and then from any promotional amounts you may have. If you have multiple data sessions running at the same time, you may be charged separately for each data session in 1 megabyte increments as described above. **Wi-Fi Billing:** Billing for Wi-Fi usage will be based on the network (Wi-Fi or cellular) to which your Device was connected at the start of the call or other Service. Check your Device indicator and manual to know if you are on a cellular or Wi-Fi network. Additional incoming and outgoing calls initiated while you are already connected to a network (e.g., call waiting, call forwarding, conference calling) also are billed based upon the network upon which the original call was initiated. Calls may drop if you move between Wi-Fi networks or between Wi-Fi networks and a cellular network. We will bill you based on the time at the location of the Wi-Fi network (or a nearby cell tower) if we know its location. If we are unable to determine the location of the Wi-Fi network, we may base the time of the call on the local time of your billing address, which can affect the designation of your calls such as a night or weekend call.

**10. \* Extras Pack, WebPaks and Other Features.** An Extras Pack or WebPak may be used for features such as access to data, internet, picture messaging, downloads, and international calling

or roaming, unless those services are otherwise included in your Rate Plan. Some Rate Plans that do not include data services may require a minimum Extras Pack or WebPak level to begin internet browsing. You must have an active Family Mobile Rate Plan to have an Extras Pack or WebPak, and your Extras Pack or WebPak may not be used if your account is suspended. Some Rate Plans or Devices may require or allow you to maintain a data plan (“Data Plan”) as part of your Service. **Permissible and Prohibited Uses:** Your Data Plan, Extras Pack or WebPak is intended for Web browsing, downloads, messaging, and similar activities on your Device and not on any other equipment. Unless explicitly permitted by your Data Plan, Extras Pack or WebPak other uses, including for example, using your Device as a modem or tethering your Device to a personal computer or other hardware, are not permitted. Other examples of prohibited uses can be found in Section 17. **Protective Measures:** To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers with Data Plans, Extras Pack or WebPaks who use a disproportionate amount of bandwidth. In addition, if total usage on a Data Plan or with Extras Pack or WebPaks exceeds 5GB (amount is subject to change without notice; please check these T&Cs at [myfamilymobile.com](http://myfamilymobile.com) for updates) during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. If you use your Data Plan, Extras Pack or WebPak in a manner that could interfere with other customers’ service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may suspend, terminate, or restrict your data session, or switch you to a more appropriate Data Plan. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally we may implement other network management practices, such as caching less data, using less capacity and sizing video more appropriately for a Device to transmit data files more efficiently. These practices are agnostic to the content itself and to the websites that provide it. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on your Device. **Downloadable Content and Applications:** Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (“Content & Apps”) that you can purchase with your Device may be sold by third parties. These purchases may appear on your bill, but we are not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps may be directed to the third party seller. You can restrict access to the internet with Webfilter or the WebPak On/Off switch, available at [myfamilymobile.com](http://myfamilymobile.com). You may have other options for restricting access and implementing controls; call Customer Care at 1-877-760-8760 or check [myfamilymobile.com](http://myfamilymobile.com) for details. When you use, download or install Content & Apps sold by a third party seller, you may be subject to license terms between you and third parties. When you use, download, or install Content & Apps that you purchase from us, the Content & Apps are licensed to you by us and may be subject to additional license terms between you and third parties. Whether purchased from us or a third party, any Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your Device only. You may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one Device to another Device. Some Devices or Content &



Apps may continue to have contact with our network without your knowledge, which may result in additional Charges, for example, while roaming internationally. Software on your Device may automatically shut down or limit the use of Content & Apps or other features or Services without warning. We are not responsible for any third party content, advertisements, or websites you may be able to access using your Device. **Use of Information:** We may (a) retain, use, and share information collected when you download, use, or install some Content & Apps, (b) update your Content & Apps remotely, or (c) disable or remove any Content & Apps at any time. Refer to our Privacy Policy, as well as the Content & Apps creator/owner's privacy policy for information regarding their use of information collected when you download, install, or use any third party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content & Apps. **Wi-Fi Calling:** You acknowledge and agree that your use of any Wi-Fi network is permissible and that you are solely responsible for your use. Cell Broadcasts (alerts that go to certain customers), Emergency Alerts and Wireless Priority Service ("WPS") may not be available with Wi-Fi Calling.

**11.\* Roaming and International Calling.** **Roaming:** Your Device may connect to another provider's network ("Off-Net") even when you are within our coverage area. Check your Device to determine if you are Off-Net. There may be extra Charges (including long distance, tolls, data usage) and higher rates for Off-Net usage, depending on your Rate Plan and your quality and availability of service may vary significantly. Some Rate Plans may not include data roaming. You must use your Device predominantly within our network coverage area. We may limit, suspend, or terminate your Service in our discretion and without prior notice if you no longer reside in a T-Mobile-owned network coverage area, if more than 50% of your voice and/or data usage is Off-Net for any three billing cycles within any 12 month period, if your Off-Net usage makes it uneconomical for us to provide Service to you, or if otherwise related to out arrangements with a provider on whom we rely to provide Off-Net coverage. **International Roaming & Dialing:** International roaming and dialing are available with some Rate Plans and on some Devices and may require an additional feature on your account or an Extras Pack or WebPak. Whether roaming internationally or making and sending international calls and messages while in the U.S., you will be charged international rates (including for voicemails left for you and for data usage). This includes per minute rates for calls and, while roaming internationally, per minute rates for calls transferred to your voicemail and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual voicemail message being left for you and regardless of whether your phone is on or off. Some Devices and applications may incur usage and Charges while roaming. You may be able to disable these applications and features through your Device settings. Different rates and rounding increments apply in different countries. Check [myfamilymobile.com](http://myfamilymobile.com) for information on international access, rates, Services and coverage. While roaming internationally, your data throughput may be reduced and your Service may be otherwise limited or terminated at any time without notice.

**12.\* Taxes, Fees, and Surcharges.** **You agree to pay all taxes and fees imposed by governments or governmental entities.** We may not give advance notice of changes to Taxes & Fees. To determine Taxes & Fees, we will use the street address you identified as your Place of Primary Use ("PPU"). If you did not identify the correct PPU, or if you provided an address

(such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. In the event of a disputed tax jurisdiction location being assigned, any tax refund must be requested within 60 days of our notification to you that the tax has been assessed. **Surcharges:** You agree to pay all other surcharges. Surcharges are not mandated by law; they are our Charges that are collected and retained by us. The components and amounts of these Charges are subject to change without notice. Surcharges include, but are not limited to charges, costs, fees and certain taxes we incur to provide Services (and are not government taxes or fees imposed directly on our customers that we must collect by law). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related Surcharges (such as Federal or State Universal Service fees, regulatory fees, and gross receipts taxes). Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. You can find the Surcharges in either the “Taxes, Fees & Surcharges” or the “Other Charges” section of your bill.

**13. \* Payments, Late Fees, Deposits, and Credit Checks.** You will be notified when your bill is due. Your bill may be viewed online. Additionally, you may request a summary paper bill by calling Customer Care at 1-877-760-8760. You may be charged a fee when paying your bill at a store location or through Customer Care. If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or \$5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check, electronic funds transfer payment, including debit or Automated Clearing House payment, or any other payment is dishonored or returned, we may charge you \$35, or the maximum amount allowed under applicable law. We may also require you to use another payment method, and/or immediately suspend or cancel your Service. We will not honor limiting notations you make on or with your checks. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set. **Deposits:** We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account and that you may be required to increase or replace your deposit amount. We refund deposits and final credit balances upon request, unless otherwise required by law. We pay simple interest on deposits at the rate the law requires. **Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

**14. \* Your Right to Dispute Charges.** For disputed charges on your bill, you can contact us online at [myfamilymobile.com](http://myfamilymobile.com), you can mail inquiries to Family Mobile Customer Relations, PO BOX 3220, Albuquerque, NM 87190; or you can contact our Customer Care department by calling 1-877-760-8760. Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Unless otherwise provided by law, you



must pay disputed Charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 2 above. To contact or notify us, see Section 15.

**15. \* Notices and Customer Communications.**

You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address you provide to us or that we provide to you. You agree that we may contact you in any way, including, pre-recorded or artificial voice or text messages delivered by an automatic telephone dialing system, or e-mail messages delivered by an automatic e-mailing system. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. For multi-line accounts, a “Primary Telephone Number” may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. If you would like to designate a Primary Telephone Number, please contact us. You may contact our Customer Care department by calling 1-877-760-8760, 611 from your Device, online at [myfamilymobile.com](http://myfamilymobile.com), or by writing to: Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.

To begin arbitration or other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272.

**16. \* Lost or Stolen Devices.** You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. After your Service is suspended, you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, and applicable taxes, fees and Surcharges. However, you may be required to pay a suspension fee. If you request that we not suspend your Service, you will remain responsible for all usage, Charges incurred, and applicable taxes and fees. We may prevent a lost or stolen Device from registering on any network. **California customers:** For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but the fact that your Device or Account was used is some evidence of authorization. You may request that we investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. **Extras Pack, WebPak and Fees:** Lost or stolen Extras Pack and WebPaks, or Extras Pack and WebPaks used without your permission, will not be replaced or refunded. **Even if your Device is lost or stolen, you must fulfill the remainder of your Term or the Early Termination Fee will apply.**

**17. \* Misuse of Service or Device.** By activating or renewing Service with us, you agree that you do so because you want Service from us and not for any other purposes. You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the

generation or dissemination of viruses, malware or “denial of service” attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying your Family Mobile Device; (e) “spamming” or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling Family Mobile Devices for profit, or tampering with, reprogramming or altering Devices for the purpose of reselling the Family Mobile Device; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (“P2P”) file-sharing applications that are broadcast to multiple servers or recipients, “bots” or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile’s or another entity’s network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions (e.g. using a Data Plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless you have our specific authorization, you agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

**18. Our Rights to Limit or End Service or the Agreement.** WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don't provide Service, has more than 50% of voice and/or data usage Off-Net for any three billing cycles within any 12 month period, has Off-Net usage which makes it uneconomical for T-Mobile to provide Service, or if otherwise related to our arrangements with a provider on whom we rely to provide Off-Net coverage(see Section 11); (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Device as described in Section 17, above; (h) uses your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (i) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of calls, messages or sessions (such as international, 900 or 976 calls), in our sole discretion and without notice. If we limit, suspend or terminate your Service and later reinstate your Service, you may be charged a fee.

**19. \* Intellectual Property.** You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services, your purchase of Services and Family Mobile Devices does not grant you

any license to copy, modify, reverse engineer, download, redistribute, or resell our intellectual property or the intellectual property of others related to the Services and Family Mobile Devices; this intellectual property may be used only with your Service unless we expressly authorize otherwise. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

**20. Digital Millennium Copyright Act (“DMCA”) Notice.** If you believe that material available through our Services or products infringes the copyright of any third party, notify us by using the notice procedure under the DMCA and described at <http://myfamilymobile.com/support/dmca.aspx>. After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

**21. \* Privacy Information.** Our Privacy Policy governs how we collect and use information related to your use of our Service and is available at [myfamilymobile.com](http://myfamilymobile.com). We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Device may automatically be stored on your SIM card, Device or our network. Your data may remain on the Device even if your SIM card is removed; the data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.

Some Devices automatically upload stored information (such as your address book, ringtones, or other data) to T-Mobile network servers. You may choose not to use this service by contacting Customer Care at 1-877-760-8760; however, your Device will continue to upload your information to our servers but we will not retain the information. Not using this service may result in the loss of functionality or the availability of certain services or features, and the permanent loss of information stored on a lost or stolen Device. You or we may be able to remotely access or delete information stored on your Device or on [myfamilymobile.com](http://myfamilymobile.com)

**22. \* Disclaimer of Warranties.** TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

**23. \* Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF

**AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCT LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.**

**24. \* Indemnification.** You agree to defend, indemnify, and hold us harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your Service or Device.

**25. \* Enforceability and Assignment.** A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we don't enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid, that part may be severed from the Agreement. You can't assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; we are not a party to that agreement. The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked “\*” continue after termination of our Agreement with you.

**26. \* Choice of Law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state in which your billing address in our records is located, but not outside the U.S. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.