

## **Terms of Service – Lifeline**

LIFE WIRELESS™ is a Lifeline supported wireless service provided by TELRITE CORPORATION. LIFE WIRELESS™ offers a Lifeline discount to low income families and individuals for wireless services. To obtain LIFE WIRELESS™ service potential subscribers must meet certain eligibility requirements such as receiving governmental assistance or a household income that is 135% or below the federal poverty level. The specifics of what determines a potential subscriber's eligibility are specific to each state. LIFE WIRELESS™ service is limited to one household, and cannot be combined with any other Lifeline offering.

### **LOW-INCOME ASSISTANCE**

Low Income telephone assistance provides a discount on a subscriber's monthly bill and/or a reduction to the customary charge to commence service (activation fees). Eligibility is based on income or participation in assistance programs related to income.

In general, if a subscriber participates in any of the following programs, they are qualified for low-income telephone assistance.

1. Temporary Assistance to needy Families (TANF)
2. Supplemental Security Income (SSI)
3. Food Stamps
4. Medicaid
5. National Free School Lunch Program
6. Federal Public Housing Assistance (FPHA)
7. Low-Income Home Energy Assistance Program (LIHEAP)

or an income that is at or below 135% of Federal Poverty Guidelines

### **WHAT IS LIFELINE SUPPORT?**

Lifeline support lowers the cost of basic, monthly local telephone service. An eligible customer may receive the Lifeline discount on either a wireline or wireless connection, but the discount is available for only one telephone connection per household. Lifeline does not apply to taxes, surcharges, and mileage charges.

To learn more about the LifeLine programs please visit [www.usac.org](http://www.usac.org).

### **CTIA CONSUMER CODE FOR WIRELESS SERVICE**

The CTIA (Cellular Telecommunications Industry Association) and select wireless carriers have developed the following Consumer Code. Life Wireless has voluntarily adopted the principles, disclosures, and practices for wireless service provided to individual consumers. These principles are:

1. DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS
2. MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE
3. PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE
4. ALLOW A TRIAL PERIOD FOR NEW SERVICE
5. PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING

6. SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS
7. PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE FOR CHANGES TO CONTRACT TERMS
8. PROVIDE READY ACCESS TO CUSTOMER SERVICE
9. PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS RECEIVED FROM GOVERNMENT AGENCIES
10. ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

### **Terms of Service**

You are bound to the following with regard to your use of the LIFE WIRELESS™ service:

- 1) The Terms of Service, including the binding arbitration clause
- 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features. Printed materials containing much of this information will also be provided to you. Go to [WWW.LIFEWIRELESS.COM](http://WWW.LIFEWIRELESS.COM) for information about the 14 day return policy.

1. **LIFE WIRELESS TERMS OF SERVICE:** " LIFE WIRELESS " or "we," "us" or "our" refers to LIFE WIRELESS Holdings LLC, acting on behalf of its FCC-licensed partners doing business as LIFE WIRELESS. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses the Equipment or Device (as defined below). This LIFE WIRELESS Terms of Service is an agreement between LIFE WIRELESS and you ("Agreement.") PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. **PLEASE NOTE: This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.**
2. **CHARGES:** You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon LIFE WIRELESS. LIFE WIRELESS may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You agree to pay for incoming and outgoing calls to and from your phone. AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY

- FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RE-SEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. Additional charges may apply for detailed information about your usage of services. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers.
3. **DISPUTES:** WITHIN 60 DAYS OF THE DATE OF ANY EVENT GIVING RISE TO A DISPUTE, YOU MUST NOTIFY US IN WRITING AT LIFE WIRELESS, BILL DISPUTE, PO BOX 2207, COVINGTON GA 30015 ("LIFE WIRELESS'S ADDRESS") OF SUCH DISPUTE, INCLUDING A DISPUTE OVER ANY CHARGES AND ANY SERVICE WE PROVIDED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGE OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. THE 60 DAY LIMITATION SHALL NOT APPLY TO THE FILING OF A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION. YOU MAINTAIN YOUR RIGHT TO FILE A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION OR AN APPROPRIATE FEDERAL GOVERNMENTAL AGENCY REGARDING THE SERVICE PROVIDED AND/OR CHARGES IMPOSED BY LIFE WIRELESS. NOTHING IN THIS PARAGRAPH OR THIS AGREEMENT IN ANY WAY ELIMINATES OR ABRIDGES THAT RIGHT. THE 60 DAY LIMITATION SHALL NOT APPLY TO THE FILING OF A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION. YOU MAINTAIN YOUR RIGHT TO FILE A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION OR AN

APPROPRIATE FEDERAL GOVERNMENTAL AGENCY REGARDING THE SERVICE PROVIDED AND/OR CHARGES IMPOSED BY LIFE WIRELESS. NOTHING IN THIS PARAGRAPH OR THIS AGREEMENT IN ANY WAY ELIMINATES OR ABRIDGES THAT RIGHT.

4. **DEVICE:** The wireless phone or other device assigned to your account ("Device") must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. A Device capable only of using data service is not allowed with LIFE WIRELESS service. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on LIFE WIRELESS's systems are designed for use only on LIFE WIRELESS's network ("Equipment") and may not function on other wireless networks. Equipment is sold exclusively for use with LIFE WIRELESS service and may not be resold. By purchasing such Equipment you agree to activate and use it on LIFE WIRELESS service. You also agree that you will not make, nor will you assist others to make, any modifications to the Equipment or programming to enable the Equipment to operate on any other system. LIFE WIRELESS may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You understand and acknowledge that the Equipment is sold solely for use with LIFE WIRELESS service and that LIFE WIRELESS will be significantly damaged if you use or assist others to use the Equipment for any other purpose. You agree not to take any action to circumvent limits on the quantity of Equipment that may be purchased. You will be liable to LIFE WIRELESS for any damages resulting from the conduct prohibited in this section.
5. **PURCHASES AND AUTHORITY TO USE:** Your Device can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from LIFE WIRELESS or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any Device assigned to your account or on-line. Data transport charges are also incurred in the purchase of Goods, Content, and Services. Unless you have a data feature, in which case you will be billed according to your data feature, you will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a SIM assigned to your account. Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from the Device, including subscription services, and to incur charges for those Goods, Content, and Services, and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized

information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

6. **Unlimited Voice and Text Services:** UNLIMITED DOES NOT MEAN UNREASONABLE USE. Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited services for conference calling or call forwarding exceeds 750 minutes per month, LIFE WIRELESS may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialogue between two individuals. If LIFE WIRELESS finds that you are using an unlimited voice service offering for anything other than live dialogue between two individuals, LIFE WIRELESS may at its option terminate your service or change your plan to one with no unlimited usage components. LIFE WIRELESS will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. With the monthly and daily Unlimited plans, unlimited text within the U.S. includes text only. The rate plan charge for the Unlimited Daily Talk & Text plan is assessed each day you use your phone to make or receive voice calls, including a call to voice mailbox, or send a text message. The day for purposes of the daily rate plan charge starts at midnight and ends at midnight based on the time zone in which you are located when you make a call or send a message. A minimum account balance sufficient to pay the rate plan charge for the daily Unlimited plan is required to place or receive the first call of the day, use IM or send a message.
7. **LOCATION-BASED SERVICES:** Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by LIFE WIRELESS or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.
8. **LIFE WIRELESS 411 INFO:** In some cases our directory assistance service (411) will use the location of the Device to deliver relevant customized 411

information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at <http://www.lifewireless.com/privacy.php> for additional details about our use and protection of your personal information.

9. **LOST OR STOLEN PHONES:** If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. If your Device is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss. You can report your Device as lost or stolen and suspend service without a charge by contacting us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly service fees. We and you have a duty to act in good faith and in a reasonable and responsible manner, including in connection with the loss or theft of your Device.
10. **DISHONORED CHECKS AND OTHER INSTRUMENTS:** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less.
11. **CHANGES TO TERMS AND RATES:** We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) by such means as LIFE WIRELESS determines to be most practicable, including playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, or by such other means as LIFE WIRELESS may determine. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE IN ADVANCE. If you lose

your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

12. **TERMINATION:** Either party may terminate this Agreement (which will terminate the provision of the Service) at any time on advance notice to the other party. Funds deposited into your account via any method will not be refunded. LIFE WIRELESS may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if you fail to make all required payments when due or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Devices or Equipment.
13. **SERVICE LIMITATIONS; LIMITATION OF LIABILITY:** Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) in our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on factors such as service tenure and/or payment history and LIFE WIRELESS, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming internationally dial 611. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. LIFE WIRELESS may send "alerts" via SMS or email, to notify you of usage. These are courtesy alerts. There is no guarantee you will receive them. We may, but do not have the obligation to, refuse to transmit

any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. LIFE WIRELESS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL LIFE WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by LIFE WIRELESS; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, LIFE WIRELESS shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Device provided by or through LIFE WIRELESS, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold LIFE WIRELESS and its officers, directors, employees and representatives harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by LIFE WIRELESS or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF LIFE WIRELESS, or any violation by you of this Agreement. This obligation shall survive termination of your service with LIFE WIRELESS. LIFE WIRELESS is not liable to you for changes in operation, equipment or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT



APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

14. **ACCOUNT ACCESS:** You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may not be secure.
15. **VOICEMAIL SERVICE:** We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.
16. **DISPUTE RESOLUTION BY BINDING ARBITRATION: Please read this carefully. It affects your rights.** Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-888-543-3620. **In the unlikely event that LIFE WIRELESS' customer service department is unable to resolve a complaint you may have to your satisfaction (or if LIFE WIRELESS has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court, the Georgia Public Service Commission or an appropriate federal governmental agency instead of courts of general jurisdiction. You maintain your right to file a complaint with the Georgia Public Service Commission regarding the service provided and/or charges imposed by LIFE WIRELESS. Nothing in this paragraph or this Agreement in any way eliminates or abridges that right.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, LIFE WIRELESS will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from LIFE WIRELESS to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), LIFE WIRELESS will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what LIFE WIRELESS has offered you to settle the dispute.**
17. **ARBITRATION AGREEMENT**
  - a. LIFE WIRELESS and you agree to resolve all disputes and claims between us through either arbitration or the filing of a complaint with the Georgia Public Service Commission or an appropriate federal governmental agency. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- i. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - ii. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - iii. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - iv. claims that may arise after the termination of this Agreement.
  - v. References to "LIFE WIRELESS," "you," and "us" include our respective subsidiaries, affiliates, representatives, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and LIFE WIRELESS are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to LIFE WIRELESS should be addressed to: General Counsel, LIFE WIRELESS, PO BOX 2207 COVINGTON, GA 30015 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LIFE WIRELESS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or LIFE WIRELESS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LIFE WIRELESS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LIFE WIRELESS is entitled.
  - c. After LIFE WIRELESS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, LIFE WIRELESS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be

governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless LIFE WIRELESS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, LIFE WIRELESS will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse LIFE WIRELESS for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of LIFE WIRELESS's last written settlement offer made before an arbitrator was selected, then LIFE WIRELESS will:
  - i. pay you the amount of the award; and
  - ii. pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
  - iii. If LIFE WIRELESS did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the payment and the attorney premium, respectively, if the arbitrator awards you

any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- e. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws LIFE WIRELESS may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, LIFE WIRELESS agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND LIFE WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and LIFE WIRELESS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if LIFE WIRELESS makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

18. **MISCELLANEOUS:** This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a LIFE WIRELESS website and any documents expressly referred to herein or therein, make up the complete agreement between you and LIFE WIRELESS, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the

arbitration clause (but only the arbitration clause) shall be null and void. LIFE WIRELESS may assign this Agreement, but you may not assign this Agreement without our prior written consent. In the event of a dispute between us, the law of the state of your address of record on your account at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized representatives of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

**Connecticut Customers/Questions About Your Service:** If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620 or dial 611 from your wireless phone or visit [www.lifewireless.com](http://www.lifewireless.com). If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: [www.state.ct.us/dpuc](http://www.state.ct.us/dpuc); Phone: 800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

**Puerto Rico Customer:** If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 787-756-0804 or 1-866-578-5500; Online: [www.jrtpr.gobierno.pr](http://www.jrtpr.gobierno.pr).

**California Customers:** For tips on how to protect against fraud, please visit the CPUC's website at, [www.CalPhoneInfo.com](http://www.CalPhoneInfo.com)

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