

**EXHIBIT JSB-6**

**Cricket Terms and Conditions of Service**

# Cricket® Terms and Conditions of Service

## Important Service/Product Specific Terms

Your Agreement with Cricket Communications, Inc. and its affiliates doing business as Cricket includes terms of your service plan (including those outlined below) and the most recent Cricket Terms and Conditions of Service - carefully read all these terms which include, among other things, a MANDATORY ARBITRATION of disputes provision.

**Terms and Conditions of Service:** The Terms and Conditions of Service ("Agreement") are provided to you at activation. There are several parts to the Agreement, including, but not limited to, the detailed rate plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you.

**General Terms:** We reserve the right to cancel offers early or extend offers without notice. Offers may not be available everywhere or combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit our official website ([www.mycricket.com](http://www.mycricket.com)) for details. Our services may only work with our phones - not all services are available with all phones, on all networks or within all coverage areas. Monthly service charges are non-refundable even if service is terminated or modified before your billing cycle ends. International roaming rates for voice and data services are additional and will vary. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Partial minutes of use are rounded up to the next whole minute.

**Nature of our Service.** Our rate plans, devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on Cricket's networks.

**Prohibited Network Uses.** To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Cricket's network or systems. Cricket reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or data uses set forth in the Agreement, Fair Use Policy, Acceptable Use Policy, detailed below or if Cricket, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. **Examples of prohibited voice uses:** Cricket voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Cricket services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. **Examples of prohibited data uses:** Cricket data services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by

others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either Cricket's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage); or (vi) for any other reason that, in our sole discretion violates our policy of providing service for individual use. **Unlimited Use Plans.** If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Cricket Prohibited Network Uses.

**Messaging (text, picture and video):** Certain messages, including those to third parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary and are subject to change. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

**GPS /Location Based Services:** Environment may limit GPS/ location based service information. It is the responsibility of the Account holder to notify device users that location can be identified while using GPS / location based service applications.

**Data:** Services are not available with all Cricket phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB. 1024MB equal 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your rate plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding occurs at the end of each session or each clock hour and at which time we deduct accumulated usage from your plan. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your bill will not separately identify the number of kilobytes, megabytes or gigabytes attributable to your use of specific sites, sessions or services used. Premium content (games, ringtones, songs, etc.) priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Except with phone-as-modem rate plan or feature, you may not use a phone (including a Bluetooth phone) as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance.

**Web Access:** Cricket can help you prevent the transmission of material harmful to minors on certain devices by allowing access to a limited number of Internet web sites or restricting Web access.

**Off-Network Usage:** The primary use of your Device must be for domestic purposes within the Cricket-owned network. Cricket reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if more than 50% of your voice and/or data usage in on a Partner network. The display on your device may not always be on and will not indicate whether you are on a Partner network or roaming. You can monitor usage by calling 800-Cricket and online through MyAccount for certain rate plans. Cricket may limit or terminate

service if you no longer live and have a mailing address within a Cricket owned-network area.

**Roaming/Partner Coverage:** Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all areas. Cricket reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used while roaming or on a Partner network.

**International Long Distance and Messaging:** Rates and available countries are available at [www.mycricket.com](http://www.mycricket.com). International rates are subject to change without notice.

## **Cricket® Terms and Conditions of Service**

**1. (a) This is An Important Agreement Regarding the Services We Provide to You. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. These Terms and Conditions of Service constitute an agreement ("Agreement") between you and the provider of your Cricket service and contain an arbitration clause and other clauses which may affect your legal rights.** The provider is Cricket Communications, Inc. (which conducts business under the name Cricket Wireless, Inc. in Pennsylvania) or one of its joint venture partners, which are separate entities and may not be controlled by Cricket Communications, Inc. The applicable provider of your Cricket service in your market is referred to in this Agreement as "Cricket" ("us", "we", "our" or "Cricket"). This Agreement governs the sale and delivery of wireless service(s) ("Service" or "Services") to you by Cricket. This Agreement is between you (the purchaser or user of the Services) and us, and also includes by this reference any terms and conditions applicable to the Service(s) that you select as described in any of our product brochure(s), literature or on our official website ([www.mycricket.com](http://www.mycricket.com)). In addition, certain regulatory filings, called tariffs, and other laws, may also govern our provision of Services to you. This Agreement replaces and supersedes all previous versions of the Terms and Conditions of Service. Because these Terms and Conditions of Service may change from time to time, please visit us at our official website ([www.mycricket.com](http://www.mycricket.com)) or visit one of our retail stores for the most current version.

**(b) IMPORTANT: WHEN YOU START SERVICE OR USE THE SERVICE BY, FOR EXAMPLE, PLACING A CALL, SENDING A MESSAGE OR TRANSMITTING DATA ON THE CRICKET WIRELESS SYSTEM OR ANOTHER SYSTEM THAT'S AGREED TO CARRY OUR SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IN ADDITION, EACH TIME YOU PAY FOR SERVICE FROM US, YOU CONFIRM YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT WANT TO ACCEPT THIS AGREEMENT, DO NOT START SERVICE OR USE THE SERVICE AND RETURN YOUR WIRELESS DEVICE, UNUSED AND WITH THE ORIGINAL RECEIPT AND ALL PACKAGING AND ACCESSORIES, TO THE STORE WHERE PURCHASED WITHIN THE RETURN PERIOD SET BY THAT STORE FOR A REFUND.**

**2. (a) Scope of Service. Cricket reserves the right to manage our wireless systems and the use of our Services.** As a result, we may deny a request for Service from any customer or potential customer or discontinue a customer's service for any lawful reason. We may block access to a number and/or certain categories of numbers (for example, 976 and 900 numbers), certain websites, or certain messages, including text, video, photo, and audio messages, in our sole discretion and to the extent legally permitted. In addition, calls placed to services that, in our sole discretion, are designed to facilitate traffic stimulation, including but not limited to chat line facilities, free conference calling services, call center operations and help desk provisioning, are not included in our calling plans. If you would

like to place calls to services of this nature, we may offer an add-on calling feature for an additional monthly fee.

**(b)** Services are generally available within the operating range of our wireless system in your service area. Your service area is the area depicted in the coverage brochure you received with this Agreement or that is posted on our official website ([www.mycricket.com](http://www.mycricket.com)) and may change from time to time. 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 but not limited to network capacity, location, nearby buildings (and other structures), your wireless device, 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. Except for 911 calls and any "roaming" service to which you have subscribed, you will not be able to use your wireless device outside of your service area for any calls (including local and long distance) or any other service features. As a result, sometimes Service, including calls or attempted calls to emergency services like 9-1-1 calls, may be interrupted or fail, and/or the quality of calls may be poor.

**(c)** Any statements by Cricket, its employees, representatives or agents about the coverage of our wireless system are only intended to describe Cricket's approximate coverage in your service area. You should not interpret any such statement to mean that Service will be available under all circumstances, at all times, or without interruption in your service area.

**(d)** YOU AGREE TO HOLD CRICKET, ITS EMPLOYEES AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS OR ACTIONS (INCLUDING ACTIONS BY THIRD PARTIES OR THOSE WHO USE YOUR PHONE) ARISING OUT OF YOUR OR ANOTHER PERSON'S USE OR ATTEMPTED USE OF THE SERVICE.

**(e)** You may download content and/or applications (collectively "Applications") to your wireless. By downloading and/or using certain Applications you also agree to the end user license agreement that applies to such Application. Depending upon the Application, that end user license agreement may be found at [www.mycricket.com/eula](http://www.mycricket.com/eula).

**3. Privacy.** Our privacy policy describes our privacy practices. The policy, as amended from time to time, can be found at our official web site ([www.mycricket.com](http://www.mycricket.com)).

#### **4. Rate Plan.**

**(a)** We determine what types of Service and rate plans or service packages (collectively "Rate Plans") we offer to you. We may offer different Services and different Rate Plan(s) to different people and entities, in different geographic locations at different times. Services offered under some Rate Plans may be more limited than those offered under other Rate Plans. The Services and Rate Plan you select determine the charges and fees you have to pay for Services. The Rate Plan you select will be your Rate Plan until that Rate Plan is modified, you switch to a different Rate Plan (if we offer other Rate Plans to you), you cancel your Service, or your Service is terminated. If we make more than one Rate Plan available to you, you may change to another Rate Plan, but you may be required to pay us a Rate Plan change fee or other fee(s). Rate plan changes may not be effective immediately. **ALTHOUGH YOUR RATE PLAN, FEATURE AND PROMOTION DESCRIPTIONS ARE IN SEPARATE DOCUMENTS, THEY ARE PART OF THIS AGREEMENT.**

**(b)** If you take advantage of certain promotions or rebate offers (instant or otherwise), you may be required to select a particular Rate Plan or Service(s) for a certain period of time, or payment options to be eligible. Alternatively, you may be required to reimburse Cricket for such promotional offers if you fail to meet the commitments or restrictions applicable to such offers. Cricket may elect to collect the promotional or rebate benefit in any legal manner it elects.

**5. Changes to Agreement or Rate Plan.** We may change this Agreement, your Rate Plan, any fee for prepaid service, upgrade, enhancement, Regulatory Recovery Fee (see 9(c) below) and any applicable surcharge, tariff and tax at any time. Any changes to this Agreement are effective when we publish the revised terms and conditions or otherwise give you notice of such changes.

**6. Safe Use and Important Emergency 9-1-1 Information.**

**(a)** Always use your wireless device in a safe manner that does not create a risk to your safety or the safety of others around you. For example, **it can be dangerous for you to engage in stressful or emotional conversations on your wireless device, send or receive text messages or otherwise become distracted while driving.** Be aware of and comply with the laws that apply to you when you are driving. When possible, use a device that allows you to talk on your phone without holding it when you are driving.

**(b)** 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. Cricket 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, or the street address you have provided us as your primary use location. 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 Cricket 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.

**7. Prohibited Uses.**

**(a)** You must comply with all laws and regulations while using the Service. Among other prohibited uses, the Service may not be used (1) for telemarketing, commercial research, commercial data collection or transmission, sale or resale of Service or in the operation of any telephone-based business (for example, chat lines or fortune telling services); (2) for any fraudulent, illegal or abusive purpose, or in a manner that interferes or causes problems with the operation of Cricket's wireless system; or (3) continuously, with or without breaks, so as to create the functional equivalent of a telephone line dedicated to continuous use.

**(b)** You must use your wireless device predominantly within the Cricket owned network coverage area. We may limit, deny your continued use of the other carrier's network, change your rate plan or terminate your Service without notice if you no longer live and have a mailing address within a Cricket owned network coverage area or if more than 50% of your voice and/or data usage is on a Partner network for the previous billing cycle.

**8. Wireless Devices, Numbers and E-mail Addresses.** Cricket did not manufacture your wireless device and is not responsible for any defects or for the acts or omissions of the manufacturer. Your device may not accept services from other carriers. You do not have any rights to any number, e-mail address or other identifier we may assign to your device or account; you may not modify, change or transfer any of these except as we allow and as allowed for by law. In certain instances, you may transfer your number from another carrier to Cricket or from Cricket to another carrier.

**9. Charges.**

**(a)** You are responsible for paying all charges for Service, including the following: (1)

recurring monthly charges for each monthly billing period in which you had or will have access to the Service for all or any portion of that billing period; (2) optional Service features or feature bundles selected by you and for which separate charges apply, including but not limited to long distance, directory assistance (411) calls, ringtones, ringback tones, videos and music; (3) charges for adding multiple phones to the same account; (4) any Service activation, reinstatement, reconnection, administrative, termination or other charges that may apply; (5) all third party charges that you have authorized; (6) all applicable taxes; and (7) regulatory charges, including regulatory charges imposed in connection with Cricket's provision of Service

**(b)** Various taxes, surcharges, fees, and other assessments are imposed by governments relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our sole discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges.

**(c)** In addition to other charges, you may also be assessed a "Regulatory Recovery Fee", which is a charge created, assessed and collected by Cricket to help defray our costs for compliance with various regulatory requirements which may include, but are not limited to, the capability to provide wireless number portability, number pooling, universal service fees, and surcharges for state/local fees. This fee is not a tax or a government-required charge. In our discretion, we may change the amount of the Regulatory Recovery Fee.

**(d)** For Rate Plans that include per minute airtime access charges the length of your call will be rounded up to the nearest minute and applied against the Services you purchased. Charges for a completed call or data services from your wireless phone will begin when you press the SEND key and will end when either party ends the call.

**(e)** Certain parties besides Cricket have the ability use your FlexBucket for authorizing charges for premium services. You may access these premium services and authorize the charge through your phone or online account. Cricket also provides customers, at no additional cost, the ability to restrict the use of your Flex Bucket for premium and third-party services. Contact customer care or go to [www.mycricket.com/support/topic/Flex-Bucket](http://www.mycricket.com/support/topic/Flex-Bucket) for more information.

## **10. Account Activity, Credit Verification and Release of Information.**

**(a)** This Agreement shall be contingent upon our verification and approval of certain information about you, including billing information; we reserve the right to deny or limit the provision of Service on the basis of any information that we gather. We may take any action permitted by law that we believe is necessary to verify your identity, address, age, account activity or credit, and we may take that action at any time. We may require that you provide us with additional or updated information we reasonably need to determine if you qualify for Service, to manage the Service, or to determine if you are using the Service in accordance with this Agreement. If you do not provide us the information we request within the time period that we specify, we may choose not to start Service to you, or, if you are an existing customer, we may suspend or terminate Service to you. You warrant and represent that all information furnished to us by you is current, complete, accurate and true as of the time you provide it, and you will update it as necessary to keep it complete, accurate, and true. We may share information we gather about you as provided elsewhere in this Agreement and in our Privacy Policy which is available at our official website ([www.mycricket.com](http://www.mycricket.com)).

**(b)** If you are an employer providing the Service to your employees, you agree to notify those employees that their use of the Service is subject to these Terms and Conditions.

## **11. Billing and Payment.**

**(a)** Unless you are on a prepaid plan, monthly Service charges are generally billed in advance, and payment is due on or before the date due as stated in your bill. Monthly

service periods are approximately thirty (30) days long. Your monthly service period and other dates related to your account may change from time to time. You may be required to pay a convenience/processing fee for some methods of payment or for the use of some payment locations. You must strictly comply with any and all requirements and conditions imposed by Cricket under any such agreement or arrangement and the terms, conditions, duration and frequency of such agreements or arrangements shall remain at Cricket's sole discretion.

**(b)** You may authorize recurring payment of your Cricket bill by credit card ("Credit Card"); this authorizes us to charge all amounts you owe us to the Credit Card up to seven (7) days prior to the due date and to demand immediate payment from the card issuer. Unless required by law, we will not have to give any additional notice to you or obtain additional consent from you before billing that Credit Card for Service each month. You must promptly notify us of any change in your billing address or the Credit Card you want to use for payment. You may also pay your Cricket bill (1) by mailing a check or money order to us; (2) in person at any Cricket authorized payment center; (3) over the phone; or (4) at our official website ([www.mycricket.com](http://www.mycricket.com)). You may have to pay an additional convenience/processing fee, depending on the payment method you choose. In addition, we may charge an additional fee up to the maximum amount permitted by law for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason. We reserve the right, in our sole discretion, to require that you pay your Cricket bill with cash, certified check, cashier's check or money order.

**(c)** By paying any amount to Cricket via a checking or other bank deposit account, you authorize Cricket to initiate a debit entry to the designated bank account in the amount that you (or your representative designate during the call) and you confirm to Cricket that you are duly authorized on the applicable bank account. The debit generally occurs on or after two (2) banking days from your authorization call. You agree that the code to authorize such payments shall be the same as your Cricket phone or other Cricket account number.

**(d) Your payment will be considered late if we do not receive it before the first day of the monthly service period for which the payment is due. If you do not make all payments when they are due, you will be in default under this Agreement, and we will be entitled to exercise any rights we may have under this Agreement, including the suspension or termination of Service to you.** If we accept a late or partial payment, even if you mark the payment "paid in full", we do not waive our rights to suspend or terminate your Service or any other rights we may have. If your Service is terminated and you promptly pay amounts that are overdue, we may, in our sole discretion, reinstate/reconnect your Service after you have paid any reconnection/reinstatement fees we have imposed. If we have to take action beyond billing you in order to collect payment, you will be required to pay our reasonable costs and expenses of collection, including attorney's fees, court costs, and the fees of any collection agency to the extent permitted by law. If we bill and collect amounts for any third party service provider, we will allocate payments we receive from you first to amounts due to Cricket. We will then allocate any remaining payment to amounts due to such third party service providers. You have the right to dispute charges on your bill, but you must notify us of the dispute within sixty (60) days after the billing date or you waive any claim you may have had. Even if you have a dispute with us, you have to pay all charges on time until the dispute is resolved.

**(e) AMOUNTS PAID FOR SERVICE CHARGES ARE NON-REFUNDABLE. IF YOUR SERVICE IS TERMINATED FOR ANY REASON AND YOU HAVE A POSITIVE BALANCE IN YOUR SERVICE ACCOUNT OR FLEX BUCKET SERVICES ACCOUNT, YOU WILL NOT BE ENTITLED TO RECEIVE ANY REFUND.**

## **12. Termination.**

**(a)** We may terminate or suspend your Service at any time and for any reason without liability. If you breach any portion of this Agreement (including failing to pay your bill in full

on time) or any applicable tariff, we may suspend or terminate your Service. We are not required to provide you with any notification before suspending or terminating your Service. If you promptly pay amounts that are overdue or cure any other breach of this Agreement, Cricket, in its sole discretion, may reconnect/reinstate your Service after you have paid any reconnection/reinstatement fees we have imposed.

**(b)** In addition, you may terminate Service at any time by notifying a Cricket customer service representative. **IF THIS AGREEMENT TERMINATES FOR ANY REASON, YOU WILL NO LONGER BE ENTITLED TO ACCESS ANY OF OUR SERVICES (INCLUDING BUT NOT LIMITED TO FLEX BUCKET SERVICES) AND YOU WILL NOT BE ENTITLED TO RECEIVE ANY REFUND OF ANY PAYMENTS YOU HAVE MADE TO US FOR MONTHLY SERVICE, UPGRADES, ENHANCEMENTS, FEES, FOR ANY OTHER PREPAID SERVICE, OR FOR ANY OTHER REASON.**

### **13. Numbers.**

**(a)** We will assign a phone number (the "Number") to your wireless device. You do not own the Number or any other personal identification number ("PIN") assigned to you or that you may use in connection with your Service. We can change, reassign or eliminate any Number or PIN by giving you notice. If your account is deactivated, we can reassign the Number without giving you any notice. You may not assign the Number to any wireless device or other equipment except as approved by us or otherwise required by law.

**(b)** Please note that your name and Number may be displayed on the phone of a person you call if that person uses caller identification. We provide a no-cost method to block and un-block the display of your name and Number. Your telephone number and location may also be transmitted to public safety officials if you dial 911 or other emergency service numbers. Your name and number for most calls can be blocked on a call-by-call basis by dialing \*67 before the telephone area code and number.

**(c)** In order to "port" or keep your telephone number when you change telephone service providers you must have an active account with Cricket. You may be required to purchase a new wireless phone or other equipment in order to change service to or from Cricket service and you may be without service for some period of time. **Cricket may charge a fee to reimburse Cricket for the costs Cricket incurs to meet the equipment, technology and infrastructure requirements necessary to enable number porting. Cricket may also charge a fee to reimburse it for the cost it incurs to perform a port.**

### **14. DISCLAIMER OF WARRANTY.**

**(a) DISCLAIMER OF WARRANTY; WIRELESS DEVICES AND RELATED EQUIPMENT. CRICKET DOES NOT MANUFACTURE WIRELESS DEVICES OR RELATED ACCESSORY EQUIPMENT. YOUR WIRELESS DEVICE AND RELATED ACCESSORY EQUIPMENT COME WITH A SEPARATE WRITTEN WARRANTY FROM THE MANUFACTURER. STATEMENTS BY CRICKET OR CRICKET EMPLOYEES AND AGENTS REGARDING THE WIRELESS DEVICE OR RELATED ACCESSORY EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY BY CRICKET. CRICKET MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICE(S), APPLICATIONS, YOUR WIRELESS DEVICE OR ANY RELATED EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CRICKET BE LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, TREBLE, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST REVENUES, LOST PROFITS, OR OTHER LOSS BY YOU) ARISING FROM THE MANUFACTURE OR WARRANTY OF THE WIRELESS DEVICE OR RELATED ACCESSORY EQUIPMENT. THIS DISCLAIMER DOES NOT DEPRIVE YOU OF ANY RIGHTS YOU MAY HAVE AGAINST THE MANUFACTURER. WITHOUT LIMITATION, CRICKET WILL NOT BE LIABLE TO YOU IN CONNECTION WITH (1) THE MANUFACTURER'S WARRANTY, (2) ANY**

**ACTIONS OR OMISSIONS OF THE MANUFACTURER, OR (3) ANY MALFUNCTION OR FAILURE OF THE WIRELESS DEVICE OR RELATED ACCESSORY EQUIPMENT.**

**(b) DISCLAIMER OF WARRANTY; SERVICES. CRICKET AND ITS VENDORS AND SUPPLIERS ("CRICKET PARTIES") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU IN CONNECTION WITH YOUR USE OF THE SERVICE. THE CRICKET PARTIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, TREBLE, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING LOST REVENUES, LOST PROFITS, OR OTHER LOSS BY YOU) TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. YOU ACKNOWLEDGE THAT SERVICE INTERRUPTIONS WILL OCCUR FROM TIME TO TIME AND AGREE TO HOLD THE CRICKET PARTIES HARMLESS FOR ALL SUCH INTERRUPTIONS. IN NO EVENT SHALL THE CRICKET PARTIES BE LIABLE FOR ECONOMIC LOSS, PERSONAL INJURIES, OR PROPERTY DAMAGE SUSTAINED BY YOU OR ANY THIRD PARTY ARISING FROM USE OF THE SERVICE OR THIS AGREEMENT.**

**(c)** Applications use up memory on your Cricket phone and each phone can only store a limited number of Applications. If you do not have sufficient memory available, you may not be able to download and/or save the Application that you order. Please consult the user manual for your phone to determine the amount of memory required to download the Application you want to purchase, how to delete material or otherwise free up memory on your phone and other information regarding the download, saving and use of Applications.

**15. TTY.** TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf, hard of hearing or who have speech or language disabilities to communicate by telephone. If you have a digital wireless phone that is TTY-compatible, it is possible to make calls, including 911 calls, with a TTY. If you have questions concerning the use of your wireless phone, please contact us toll free at 1-800-CRICKET.

**16. Lost or Stolen Wireless Device; Phone Replacement Plan.**

**(a) Upon your acceptance of delivery of your wireless device, all risk of loss, damage, theft, or destruction of your device is borne by you. In the event of any loss, damage, theft, or destruction of your phone, in whole or in part, you are responsible for purchasing a replacement device from Cricket at your expense, and you remain responsible for your obligations under this Agreement, including, without limitation, your responsibility for the payment of Service charges.**

**(b)** Cricket offers optional device replacement plan coverage for an additional charge. If you selected or are provided with coverage under the device replacement plan, please note that it is provided and administered by a third party, not Cricket.

**17. Limitations of Liability.**

**(a) YOU AND WE ARE WAIVING IMPORTANT RIGHTS IN THIS SECTION TO THE FULLEST EXTENT ALLOWED BY LAW.**

**(b) UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, YOU AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST CRICKET AND ITS VENDORS AND SUPPLIERS TO THE LESSER OF: (A) YOUR DIRECT DAMAGES OR (B) ONE MONTH'S SERVICE CHARGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY. ADDITIONALLY, UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER**

**ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.**

**(c) By using the Service(s), you agree that the remedies provided under this Agreement are exclusive, and you waive your right to any other remedies that may be available to you at law or in equity.**

**18. Notices and Contact.**

**(a)** Cricket reserves the right to provide notice to you by telephone, short message service, multimedia message service, instant message or voicemail service to the extent permitted by applicable law. Any such notice will be treated as provided to you when left with you, on your phone, or on your answering/voicemail service. Any notice that Cricket mails to you will be deemed provided to you, to the extent permitted by applicable law, when Cricket deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address constitutes a breach of this Agreement and possible grounds for suspension or termination of your Service. Your notice to us shall be deemed given when received at: Cricket, P.O. Box 349067, Columbus, Ohio 43234-9067 and must include your name, billing address and Cricket telephone number.

**(b)** Cricket may provide a telephone number to its customers as a means to contact Cricket. Cricket may limit or prohibit your access to that number if Cricket deems it necessary to prevent abuse of the customer service phone lines that may cause delayed response to calls, prevent calls from reaching Cricket, cause problems with the system, or otherwise damage Cricket or its customers.

**19. CPNI.** In providing service to you, Cricket will receive information classified as "customer proprietary network information" ("CPNI") under federal law that is considered confidential, such as information regarding your usage of the service, the technical configuration of such service, the destination of telephone calls you make and the type of services you purchase. Cricket may use this information for certain purposes without further disclosure or consent, including the following: to provide you Service; to market service offerings to you related to the Services you purchase; or to protect you, other Cricket users, Cricket and other carriers from fraud, abuse or unlawful use of its service. Cricket reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. Cricket also may share such information with its affiliates, joint venture partners and third-party agents for the limited purpose of making available to you communications-related offers and information that may be of interest to you. However, you have the right under federal law to request Cricket not to disclose your confidential information for this purpose, and Cricket has the duty to honor any such request. **You may "opt out" of disclosure of your CPNI to Cricket affiliates, joint venture partners and third-party agents for this purpose by going to**

**[www.mycricketdisputeresolution.com](http://www.mycricketdisputeresolution.com)** . Opting-out will not affect Crickets' provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at our official website ([www.mycricket.com](http://www.mycricket.com)), which we incorporate herein by reference.

**20. Arbitration; Dispute Resolution.**

**(a)** PLEASE READ THIS SECTION CAREFULLY. ARBITRATION MAY LIMIT RIGHTS YOU MAY HAVE AND PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION. ARBITRATION IS DIFFERENT FROM COURT; THE RULES, INCLUDING DISCOVERY, ARE DIFFERENT AND NO JUDGE OR JURY IS PRESENT AT AN ARBITRATION. THE AWARD IS

FINAL AND BINDING AND SUBJECT ONLY TO VERY LIMITED REVIEW BY A COURT (INCLUDING ATTORNEY'S FEES). IN ADDITION, YOU AND WE ARE WAIVING RIGHTS TO PARTICIPATE IN CLASS ACTIONS, INCLUDING WITHOUT LIMITATION CLASS ACTIONS BEGUN BY OTHERS PRIOR TO THIS AGREEMENT. EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, YOU ARE WAIVING ANY RIGHT TO PURSUE ANY SUCH CLAIM OR CONTROVERSY AGAINST US (OUR AFFILIATES, PREDECESSORS OR SUCCESSORS IN INTEREST) ON A CLASS BASIS. WE, IN TURN, WAIVE ANY RIGHT TO PURSUE ANY SUCH CLAIM OR CONTROVERSY AGAINST YOU ON A CLASS BASIS.

**(b)** You may reject this arbitration clause by sending us a rejection notice ("Rejection Notice") within sixty (60) days after the date of your phone activation or our disclosure of this section to you ("Opt-Out Deadline") by going to [www.mycricketdisputeresolution.com](http://www.mycricketdisputeresolution.com). Any Rejection Notice received after the Opt-Out Deadline will not be valid and you must pursue your claim in arbitration of small claims court

**(c)** Any past, present or future claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents, successors or assigns of the other, arising from or relating in any way to this Agreement or Services provided to you under this Agreement, including (without limitation) statutory, tort and contract Claims and Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved, upon the election by you or us, by binding arbitration. However, a Claim does not include any challenge to the validity and effect of the Class Action Waiver, as set forth below, which must be determined by a court. The party filing arbitration must choose one of the following three arbitration administrators: American Arbitration Association or JAMS. These administrators are independent from us, and you must follow their rules and procedures for initiating and pursuing arbitration. If you initiate the arbitration, you must also notify us in writing at the address set forth in the "Notices and Contact" section above. If we initiate the arbitration, we will notify you in writing at your then current billing address and send you a text message or (if your account is closed) the last address at which we contacted you. Any arbitration hearing that you attend will be held at a place chosen by the arbitrator or arbitration administrator at the time the claim is filed. We agree that we will not elect to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any; however, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration. **Unless otherwise provided by applicable law, neither party has the right to bring a Claim or other legal action under these Terms and Conditions more than two (2) years after the cause of action arose. We each agree that the Agreement affects interstate commerce so that the FAA (as defined below) apply (despite the choice of law provision in Section 21).**

**(d)** You may obtain copies of the current rules of each of the arbitration administrators named above, and other related materials, including forms and instructions for initiating arbitration, by contacting the arbitration administrators as follows:

American Arbitration Association

1633 Broadway, 10th Floor

New York, New York 10019

[www.adr.org](http://www.adr.org)

1-800-778-7879

JAMS

1920 Main Street, Suite 300

Irvine, CA 92614

[www.jamsadr.com](http://www.jamsadr.com)

1-800-352-5267

**(e)** This arbitration agreement shall be governed by the Federal Arbitration Act and federal arbitration law (collectively the "FAA"), and shall be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the

arbitration is filed unless this arbitration provision is inconsistent with those procedures and rules, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered in any court having jurisdiction. At your written request, we will consider any requests to advance or reimburse any arbitration filing fee, administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in court.

**(f)** No class claims, including class actions, class arbitrations, other representative actions, or joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us ("Class Action Waiver"). This arbitration agreement survives the termination of this Agreement or the Service relationship; provided, however, if any portion of this "Arbitration; Dispute Resolution" section cannot be enforced, that portion will be severed, and the rest of the "Arbitration; Dispute Resolution" section will continue to apply, provided that the entire "Arbitration; Dispute Resolution" section shall be null and void if the Class Action Waiver is held to be invalid or unenforceable with respect to any class or representative Claim, subject to any right to appeal such holding.

**(g) IF ARBITRATION IS CHOSEN BY YOU OR US WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IF ARBITRATION IS CHOSEN, YOU AND WE WILL NOT HAVE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT SUCH AS CLASS ACTION LITIGATION. OTHER RIGHTS INCLUDING THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED BY ARBITRATION. BY USING THIS SERVICE, YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL IN THE EVENT THAT EITHER PARTY SELECTS ARBITRATION TO RESOLVE THE DISPUTE UNDER THIS AGREEMENT.**

## **21. Choice of Law and Severability.**

**(a)** This Agreement shall be interpreted under (1) the laws of the state in which you are a subscriber, (2) applicable federal laws, and (3) applicable tariffs. If your Cricket service area is located in more than one state, the law of the state in which the majority of the service area is located shall be used for interpreting this Agreement.

**(b)** If any provision in this Agreement is declared to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

## **22. General Provisions Regarding This Agreement.**

**(a)** If we waive any portion of this Agreement, the waiver will not be treated as a waiver by us of any other provision of this Agreement, or a waiver of our right to enforce the portion we have waived for any violation that occurs later.

**(b)** Section headings in this Agreement are for descriptive purposes only and will not be used in interpreting the legal effect of this Agreement.

**(c)** You may not transfer or assign all or any part of your rights and obligations under this Agreement, or your Service, without our prior written approval. The benefits conferred pursuant to this Agreement are intended solely for you and Cricket and there are no third party beneficiaries to this Agreement.

**(d)** Cricket may transfer or assign its rights and obligations under this Agreement in whole or in part without giving you notice or obtaining consent from you. Upon its transfer or

assignment of this Agreement, Cricket shall be released from all liability with respect to this Agreement.

**(e)** This Agreement is not for the benefit of any third parties except our parent and subsidiary corporations and any person or entity to whom we transfer or assign this Agreement.

**(f)** If there is any inconsistency or difference of interpretation between the English version and an alternate language version the English version shall control.

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