

## Customer Agreement and Return Policy

Thanks for choosing CREDO Mobile, Inc. (“CREDO”), formerly Working Assets Wireless, Inc. These Terms and Conditions are part of your agreement with CREDO for your mobile service (“Service”). If you activated Service before the effective date of these Terms and Conditions, these Terms and Conditions replace and supersede any previous Terms and Conditions. In these Terms and Conditions the “Network” refers to the Nationwide Sprint PCS® Network, reaching more than 250 million people. Although Sprint provides CREDO subscribers access to its mobile network and its mobile services, CREDO is responsible to CREDO subscribers for the service as outlined in the following terms and conditions. If you have questions about your CREDO Service, call CREDO Customer Service toll-free at 800.411.0848.

### Agreement

Your agreement (“Agreement”) with CREDO is made up of these Terms and Conditions of Service (“Terms”), any fixed-term agreement, and/or the Service Plan under which you receive service. Our Service Plans are described in our marketing materials and welcome kits, which include the rates and features we set for each Service Plan. In these Terms, we use the words “we,” “us,” “our,” “Company,” “CREDO” or “CREDO Mobile” to refer to CREDO Mobile, Inc. When you initiate use of our services including, without limitation, attempting to place or receive a call on the Network or off the Network when roaming, including “911” or similar calls, (collectively “Service”), you accept this Agreement and consent to being contacted by us on your mobile phone.

### Special Offers

From time to time, CREDO may make certain special offers available to select new customers.

**Contract Buyout:** After you cancel service with your previous mobile carrier and pay their early termination fee, CREDO will credit your CREDO account (up to \$175 to \$200, depending on offer) thirty days after we receive a copy of your prior carrier’s termination fee charges. You must stay enrolled with Credo Mobile for more than 30 days to be eligible.

### Provision of Service

The provision of Service may require the sharing of information with vendors and agents. We reserve the right to decline to provide Service to you for any lawful reason. Some services may not be available or may operate differently in some locations. The purchase of CREDO phones or other equipment is not a guarantee of Service.

### Credit Verification

You must have and keep satisfactory credit to receive and continue to receive Service. We will verify your credit before agreeing to provide Service to you and we may verify your credit at any time while we provide Service to you. Credit verification will include a review of credit reports that we receive from commercially available credit bureaus. We may require a deposit (see Deposits). If at any time we suspect, in our sole discretion, fraud, we may suspend Service to your phone and require that you provide payment on account or a guarantee of payment before we resume Service to your phone. We may request that you provide us with any information we reasonably require to determine whether you qualify for Service.

### Changes to Agreement

We may change this Agreement at any time. We will provide you with notice of material changes that affect the rates, terms and conditions in this Agreement. If you use the Service after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Service (but see Termination; Changing Service Plans). For purposes of this Agreement, “use” includes keeping the right to access the Network by not terminating Service. You may only modify this Agreement by switching your Service Plan (see Termination; Changing Service Plans).

### Service Plan

You may choose any Service Plan for which you qualify. Your Service Plan may be for a fixed length or may be month-to-month. Services and coverage under some Service Plans may be more limited as compared to other Service Plans. Your Service Plan sets out the charges for Service and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Service terminates. Your Service Plan may require that you make a deposit, prepayment, a series of deposits and/or be subject to an account spending limit before Service is activated or maintained.

### Changing Service Plans

You may change to a different Service Plan for which you qualify by contacting CREDO Customer Service at 800.411.0848. If you are currently enrolled in a fixed-length Agreement, changing to a new Service Plan may require consent to a new fixed-length Agreement or payment of the Termination Fee. Any change is effective at the start of your next full billing cycle unless otherwise specified by us at the time that you place your change request. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full billing cycle, you will be invoiced a prorated amount for the period during the previous billing cycle that the new Service Plan or service feature was effective.

### Termination

If you are on a month-to-month Plan, you may terminate Service at any time by giving us notice. We may terminate Service at any time, with or without notice (subject to this Agreement). We may deactivate a Number before you receive notice of termination (if we give any notice) to protect from fraud or misuse without incurring liability. Termination by either of us may be with or without cause.

You must pay all charges for Service provided before termination of a number and equipment, regardless of who terminates Service. If Service is terminated before the end of your current billing cycle, the monthly recurring charge and bundled minutes are prorated to the date of termination.

If you have a fixed-length Customer Agreement: (1) your ability to terminate Services before the end of the agreed period of time is limited; (2) your ability to change to another Service Plan before the end of the period may be limited; (3) you may be required to pay a termination fee; (4) we may not terminate Services without cause before the end of the term; and (5) if we terminate Services for cause before the end of the term, you may be required to pay a termination fee. After September 30, 2010, the early termination fee for smartphones is \$325 per line, reduced by \$10 for each full month of your contract term that you complete. For all other devices, your early termination fee will be \$175 minus \$5 for each full month of your contract term that you complete.

The termination fee is waived when a new Customer terminates a fixed-length Customer Agreement within 30 days of the date of initial purchase or order date ("No Contract for 30 Days"). You are responsible for service charges incurred during No Contract for 30 Days. No Contract for 30 Days applies to new customers only and does not waive fees for damaged or incomplete returns (see "Equipment Return Policy").

No termination fee is charged if you cancel because Credo increases your rates; however, you must cancel your service within 30 days of our notification to you of the rate increase (See "Changes to Agreement").

Regardless of whether you have a month-to-month Plan or a fixed-length Plan, we may terminate or suspend Service to you without liability if: (1) you breach any provision of this Agreement (including if you fail to pay any charges for services); (2) you fail to pay any charges due us for equipment or otherwise; (3) or we suspect fraud or misuse. If you promptly cure the breach, we may, but are not obligated to, reactivate Service to you.

## Use of Service and Equipment

You must be at least 18 years old to subscribe to our Service. We may require you to provide proof of your age and identity. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By using the Service, you attest to being 18 years old, and agree that you will not use the Service and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Service or equipment to anyone. Service is available within the operating range of the Network. Actual coverage, quality and availability of coverage may vary based on network problems, signal strength, your equipment, terrain, structures, weather and other limitations or conditions beyond our control. We do not guarantee that there will be no interruptions or delays in Service. Without alteration, your phone will not accept the services of any mobile provider other than CREDO (but see Roaming). Unlimited voice services are provided solely within the United States for live dialog between two individuals.

## Number

We assign a phone number ("Number") to the phone or other equipment used by you on the CREDO Network. You do not own the Number. You may not (1) modify the Number we program into any phone or other equipment; (2) transfer or duplicate the Number to any phone or other equipment other than that authorized by us or that is in accordance with the FCC's number porting rules; or (3) transfer the Number to any other individual or entity. Upon area code changes or other circumstances outside our control, the Number may change.

## Phone Activation Fee

You may be required to pay a non-refundable fee when you activate a new Number, have us switch a Number to a different phone, change the Number on your existing phone or activate an additional phone on your existing account. Details on any applicable fees are set out in your Service Plan or can be obtained by calling CREDO Customer Service.

## Charges

You must pay, by each invoice due date, all charges for services provided for the Number for each phone or other equipment that our records show you activated no matter who actually uses or has possession of the phone or other equipment at the time services are provided. These charges include, but are not limited to, recurring monthly service charges, applicable local and long-distance toll charges, usage charges, connection fees, roaming charges, directory assistance, call completion charges, optional features you select at an extra cost, and taxes and other surcharges. Charges for a call placed to or from your Number begin when you press the TALK (or similar key) and end when the call is terminated. To ensure the call is terminated, you must press END (or similar key). Charges for most services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute.

## Billing

Billing cycles are approximately 30 days in length. Billing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one billing cycle in advance. Airtime is invoiced retroactively to the first minute based on your Service Plan for your total usage in your billing cycle. Charges for services are usually invoiced as soon as possible after the charges accrue. Nonetheless, we may invoice you for usage and charges occurring before the billing cycle being invoiced, if they were not previously invoiced.

If you are invoiced for usage incurred during a prior billing cycle, those minutes will be applied to your Service Plan minutes for the current billing cycle. However, if you have changed your Service Plan between the time the usage was incurred and the beginning of the current billing cycle, those minutes from the prior billing cycle will be charged at the applicable per-minute rate set out in the

Service Plan in effect at the time the usage was incurred.

### **Payment**

If you have authorized payment for Service or equipment by credit card or by debiting a bank account, you must promptly notify us of any change in your billing address or of the credit card or bank account used for payment. We reserve the right to require payment or pre-payment by money order, cashier's check or other secured form of payment. We may charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason.

### **Disputed Charges**

Unless you raise any dispute that you have about any charges invoiced to you within 60 days of the date of the invoice, you may be liable for all charges on the invoice. You may notify us of any dispute by calling CREDO Customer Service. Calls to our sales or general business offices are not notice of a dispute. You do not have to pay any properly disputed amounts while we investigate them; however, you must pay amounts not in dispute by the due date. Once our investigation is complete, all charges not removed as a result of the investigation are due and payable.

### **Account Spending Limits**

Each account has an Account Spending Limit. We will inform you of your Account Spending Limit when you receive your phone. Your Account Spending Limit is subject to change upon notification from us. If we require a deposit for you to establish or keep Service on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Service (see Deposits, below). Charges for Service accrue against your Account Spending Limit as they are incurred. We may suspend Service to your number without prior notice to you when your account balance reaches your Account Spending Limit. Service is restored when you have paid any balance due and a specified minimum amount to reduce your account balance below your Account Spending Limit. You must pay all charges for Service even if they exceed the amount of your Account Spending Limit. Call CREDO Customer Service for information about authorized methods of making these payments.

### **Deposits**

If we require a deposit for you to establish or keep Service, we will hold the deposit as partial guarantee of payment for Service. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay toward a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined by your credit and payment history. The rate of interest on the deposit is subject to change. If Service is terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Service. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return, and we may charge a monthly servicing fee against the deposit balance. Any money that is held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

### **Data Services**

Accessing the Internet and checking email with your mobile phone ("Data Services") requires a data-compatible phone. Your handset model will determine the type of Data Services available. Smartphone customers are required to maintain a Data Services plan. When Internet browsing, you are charged for the amount of data transferred (e.g. KB, MB). Use of Data Services is subject to any memory, storage or other equipment limitation. CREDO does not guarantee access to Data Services or uninterrupted browsing. Domestic Data Services are not available when you are roaming off the Network. International Data Services are available while roaming off the Network and will be billed at international Data Services rates. Your mobile number may be transmitted to sites you visit.

Data Service is not intended to provide full-time Internet connections, and may be discontinued after a period of inactivity or after excessive usage. If you have an Account Spending Limit, you may be limited in the Data Services available to you. CREDO reserves the right, in its sole discretion, to limit data transfers or deny or terminate Data Services without notice to protect users or the network.

Unlimited plans cannot be used with applications that tether the equipment to a computer for any purpose. Other prohibited uses include, but are not limited to, using Data Services in connection with server devices or host computer applications, as a substitute for private lines or frame relay or as a modem in connection with other devices, as a hotspot, for VoIP, or in any manner that adversely affects the network or Services.

Purchase of goods, content and services (including subscription plans) from other companies ("Mobile Content") is at your own risk, and you are responsible for all Mobile Content purchases made with any phone assigned to your account. Charges for Mobile Content will appear on your bill, including charges on behalf of other companies. Mobile Content purchases can be restricted by requesting a data services or text messaging block from Customer Service.

In addition to the cost of the Mobile Content, you will also be charged for the amount of data transferred (e.g. KB, MB) during Web Browsing while downloading your purchased item. If your phone needs to be replaced, any previously downloaded items must be downloaded and purchased again. Ringtones and graphics are protected, copyrighted materials and may only be used for individual, personal use and may not be copied, transferred or distributed without the prior written consent of the content owner.

CREDO is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible

through Data Services. CREDO does not guarantee the accuracy, completeness or usefulness of information obtained through the Data Services.

### **Text Messaging (SMS)**

Text messaging is not available on all phone models. You are charged for all incoming and outgoing text messages. International text messaging will be billed at international text rates.

As a CREDO Mobile customer you may receive periodic FREE account alert announcements via text message to your mobile phone. Text ALERT to 25946 to join. These text messages are provided to keep you informed about topics specific to your account, such as your bill status, account spending limit, and account upgrades. The account alert text messages sent by CREDO from 25946 are FREE - no text messaging fees apply. You may opt-out of receiving these important text messages about your account by replying STOP to 25946. For help text HELP to 25946 or call CREDO Customer Service at 800.411.0848.

### **Taxes and Surcharges**

We invoice you for taxes, surcharges and other charges levied by federal, state or local authorities, or foreign government on Service, mandated to be paid in proportion to receipts from telecommunications services provided, or applied to sales of equipment (except for taxes based on our net income), if we pay these taxes or other surcharges. Taxes, surcharges and charges not directly paid by us are not invoiced to you, but payment to the taxing or levying authority of any applicable taxes, surcharges and charges due from you are your responsibility. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document. We also invoice you for surcharges that we collect and keep to pay for the costs of complying with government programs such as number pooling and portability, and Enhanced 911 service; these charges are not taxes nor government imposed assessments and are described in the "Miscellaneous Charges" section below.

### **CREDO to CREDO In-Network Calling**

As a CREDO Mobile customer your calls to other CREDO Mobile phones are not deducted from your plan minutes, unless you are roaming.

### **Roaming**

Calls made outside of the Network are "roaming" calls. If you are not on a plan that includes domestic roaming, you will incur roaming and/or long distance or toll charges for roaming calls, including calls to another CREDO Mobile phone. If you are on a plan that includes domestic roaming, roaming calls to another CREDO Mobile phone will be deducted from your plan minutes, but will not incur domestic roaming charges. International roaming calls will be billed at international roaming rates. Your phone is specifically designed and engineered to work only on the Network, and works on other carriers' networks only when a roaming agreement is in place between the Network and the other providers. Certain features are not available when roaming.

Roaming rates are higher than the rates you pay for calls within your Home Service Area and on the Network. When roaming, you are also subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider on its own subscribers or on roamers.

### **Interruption of Service**

We may give credit for a continuous interruption of Service for more than 24 hours on a case-by-case basis. Credit is at all times limited to prorated monthly recurring charges ("MRC"). Interruptions caused by your negligent or willful actions (including failure to pay charges when due), or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. We may provide you with an airtime credit of one minute for a call that is disconnected because of transmission limitations caused by atmospheric, geographic or topographic conditions and that you redial within one minute of disconnection. You must notify us within 24 hours of the disconnection to request credit.

### **Phones and Other Equipment**

Phones and other equipment may be purchased and returned as provided in the purchase documents and our return policy (see "Equipment Return Policy"). We are not the manufacturer of the phones or other equipment and the only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions, or both.

### **Lost or Stolen Equipment**

If your phone or other equipment is lost or stolen, you must notify us by calling CREDO Customer Service. You are responsible for the monthly recurring charges during the period before you notify us of the loss or theft. We will deactivate Service to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (e.g., a police report or affidavit). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Service, as well as require you to pay a reactivation fee. Reactivation is at the sole discretion of CREDO. We will deactivate Service to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to reasonably cooperate with us in investigating suspected unlawful or fraudulent use.

### **Caller ID**

If you do not want people you call to get the number assigned to your phone, you must call CREDO Customer Service for information about automatic Caller ID blocking. The number assigned to your phone can be blocked on a per-call basis by dialing

\*67 + Destination Number + TALK. Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your number is dependent on receiving the information from the calling party.

### **TTY Access**

A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. CREDO offers TTY-compatible mobile phones. To make a call to a TTY user, you may access nationwide "711" by dialing 711 on your CREDO phone. You will be connected to a TRS Communications Assistant who will relay your conversation in strictest confidentiality. The Communications Assistant often uses a Text Telephone (TTY/TTD) and has been trained to help conversations flow accurately and with ease.

### **Pay-Per-Call Services**

We will not complete calls from your number to 900, 976 and similar numbers for pay-per-call services.

### **International Calling**

You must request the ability to make international calls from your Credo phone, or to use your phone while traveling abroad. Your credit status will determine your ability to use Credo service to make international calls, which have specific usage rates for calls to each country. Your phone type will determine your ability to use Credo service while traveling abroad. To obtain these rates please call Credo Customer Service at 800.411.0848 or view these rates online at <http://www.credomobile.com/support/Billing/international-rates.aspx> and [www.credomobile.com/travel](http://www.credomobile.com/travel).

### **Government Requests for Customer Records**

We will refuse to comply with unlawful government requests for customer records or call content, and will only divulge our customers' private phone records pursuant to an emergency request or under court order or subpoena.

### **Limitation of Liability**

Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors or defects) does not exceed:

- (1) in cases related to a specific piece of equipment, the prorated monthly recurring charge ("MRC") for Service to the piece of equipment during the affected period, or
- (2) in cases not related to a specific piece of equipment, the prorated MRCs for Service to you during the affected period.

We are not liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than CREDO;
- b) any directory listing;
- c) any dropped calls;
- d) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- e) the use of CREDO Data Services, including the accuracy or reliability of any information obtained from the Internet using CREDO Data Services, or Internet services, content or applications not supported by CREDO;
- f) any late or failed message delivery;
- g) any interruption or failure of 911 or E911 emergency services or identification of the number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- h) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- i) any use of your phone or other equipment whether or not authorized by you;
- j) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Service, or
- k) your negligent or intentional act or omission.

### **NO CONSEQUENTIAL OR OTHER DAMAGES**

THE COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES FOR ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICE, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICE. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, OR COST OF REPLACEMENT PRODUCTS AND SERVICE, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

### **Indemnification**

You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Service or equipment used in connection with the Service; or (2) any communications you make or receive using the Service. This indemnification extends to and includes any attorneys' fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from contesting the applicability of this provision. This section survives termination of this Agreement.

## **DISCLAIMER OF WARRANTIES**

WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT OUR SERVICES AND DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY CREDO. WE ARE NOT THE MANUFACTURER OF THE EQUIPMENT AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN WRITING BY CREDO, THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT USED IN CONNECTION WITH THE SERVICE IS THAT PROVIDED BY THE EQUIPMENT MANUFACTURERS. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

## **RESOLUTION OF DISPUTES**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION, INSTEAD OF COURT TRIALS. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. NOTHING IN THESE TERMS AND CONDITIONS PROHIBITS A CUSTOMER FROM FILING A COMPLAINT WITH THE FEDERAL COMMUNICATIONS COMMISSION (FCC).

(1) Arbitration. Any dispute or claim arising out of or relating to this Agreement or to any product or service provided in connection with this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages.

(2) Arbitration Procedures. You must first present any claim or dispute to us by contacting Customer Service to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association (“AAA”) under the Wireless Industry Arbitration Rules (“WIA Rules”), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA (call 800.778.7879) or online at [www.adr.org](http://www.adr.org). You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Any arbitration will take place in a mutually agreed-upon city in the state where you reside. With the concurrence of the Customer, AAA will provide a list of potential arbitrators to the parties. Each party will be allowed to strike from the list those arbitrators deemed unacceptable by the party. The AAA will choose an arbitrator from the remaining names on the list. If the Customer does not agree to this process, the parties will negotiate a process to select the Arbitrator. The Arbitrator will issue a written decision, which will include findings of fact and conclusions of law. The Arbitrator’s decision is subject to review in a court of law and may be presented to the FCC or state PUC for its consideration by either of the parties. An arbitrator may not award relief in excess of or contrary to what this Agreement provides or award punitive damages or any other damages for negligence aside from the prevailing party’s actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. The Arbitrator(s) may award the prevailing party’s costs of arbitration to the prevailing party. The results and contents of any arbitration shall not be confidential unless both parties agree to make them confidential. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

(3) Costs of Arbitration. All administrative fees and expenses of an arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims above \$1000 and having only one arbitrator, the Customer can choose to have CREDO pay 80% of the administrative fees and costs. Notwithstanding the previous sentences, if the Customer desires that a court reporter record the arbitration, that cost shall be borne equally by both parties. If the Customer desires that three arbitrators preside, rather than just one, the cost of the three arbitrators will be shared equally by the parties. Each party bears the expense of its own preparation and presentation of evidence at the arbitration hearing. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

(4) Waiver of Certain Punitive Damage Claims. By this Agreement, both you and we are waiving certain rights to initially litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages. This waiver applies to this Agreement as amended or modified. This section survives termination of this Agreement.

(5) Waiver of Jury Trial; Jurisdiction. IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND WE EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. INSTEAD, A JUDGE WILL DECIDE ANY DISPUTE. YOU AGREE TO SUBMIT YOURSELF TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA.

## **Notices**

You may get our current address for written notice by calling CREDO Customer Service. Written notice to you is sent to your last known address in our billing records. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling CREDO Customer

Service, and (2) we may notify you by leaving a message for you on your mobile phone, answering machine or with your answering service. Addresses for notice purposes may be changed by giving notice as provided in this section.

### **Choice of Law**

This Agreement is governed by and construed under the laws of the state of California without regard to choice of law principles.

### **General**

If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity. This Agreement makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If there is a conflict, Applicable Laws control over the Service Plan and the Terms, and the Service Plan controls over the Terms. Changes to Applicable Laws are effective as provided in the Applicable Laws.

### **Miscellaneous Charges**

**a. FCC Universal Service Fee:** This fee applies to all Customers, and is calculated as a percentage of the interstate and international charges of the customer's current bill. It is based on the percentage assessed by the Federal Communications Commission (FCC) on mobile carriers for the support of universal service. This fee will change to match any modification made by the FCC to its charge to CREDO. To obtain the current percentage, please call 800.548.2567.

**b. Regulatory Charge:** This charge recovers some of the costs incurred by CREDO in complying with government regulations, including those that relate to mobile number portability. To obtain the current amount, please call 800.548.2567.

**c. Reconnection Fee:** When Service is restored after having been blocked for non-payment of charges, a \$15 reconnection fee will be applied to your account.

### **Return Policy**

Credo phones and/or accessories may be returned within thirty (30) days of the purchase or order date. The product(s) must be returned in like-new condition and undamaged in its original box(es) and all accessories, printed material and package inserts must be included with the product(s) being returned. Returned CREDO phones are subject to a \$30.00 restocking fee. Failure to comply with the Return Policy may result in an early termination fee and/or an equipment fee equal to the original retail value of the phone and/or accessory, or, in the case of purchased equipment, the denial of a refund. If you would like to return your Credo product, call Credo Customer Service at 800/411-0848 for return authorization and shipping instructions.

### **Repairs**

Defective equipment covered by the manufacturer's warranty will be repaired or replaced according to the terms of the manufacturer's warranty.

If you would like your CREDO product repaired, call CREDO Customer Service at 800.411.0848 for repair authorization and shipping instructions.

Sprint is a trademark of Sprint Nextel.