

CREDO Mobile Customer Agreement

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 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.

Agreement

Your agreement (“Agreement”) with CREDO is made up of these Terms and Conditions of Service (“Terms”), any fixed-term agreement, any Retail Installment Contract, 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. In these Terms, we use the word “Service” to refer to the connection to your phone or tablet that enables you to access data and send or receive calls and texts on a wireless telecommunications network owned and operated by one of our suppliers (“Network”) or, where available, off the Network when roaming. **If you have questions about your CREDO Service, call CREDO Customer Service toll-free at 800-411-0848.** When you sign up for our Service, you accept this Agreement and give express permission for us to contact you on your device. CREDO Mobile Business Services customers are provided Service under the CREDO Mobile Business Services Master Agreement.

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 a designated limit for each line switched to CREDO, up to 5 lines) thirty days after we receive a copy of your prior carrier’s termination fee charges. To be eligible, you must stay enrolled with CREDO Mobile for more than 30 days and submit your contract buyout documentation to CREDO within 180 days of enrollment.

Device Payment Plan Early Upgrade: CREDO may offer early device upgrade opportunities to Device Payment Plan customers. To take advantage of an early upgrade offer, your account must be in good standing. Upon ordering a new early upgrade device, you must return your original financed device within 14 days in good working condition, as determined in CREDO’s sole discretion, or you will be charged the outstanding amount of your original Device Payment Plan plan and you will not get your original phone back. You will be billed regular installment payments for your original Device Payment Plan phone, along with any installment payments required for your upgrade, until the original phone is received and processed by CREDO.

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. Please be advised that service may not be available for Alaska and Montana phone numbers or billing addresses. The purchase of CREDO devices 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 device and require that you provide payment on account or a guarantee of payment before we resume Service to your device. 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. You may be required to change your Service Plan when you upgrade your equipment. 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. If you change your Service Plan, you may

not be able to switch back to your prior Service Plan and you may lose any discounts, including data plan discounts, you had on your prior Service Plan.

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 Service, 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.

As of September 18, 2018, CREDO Mobile no longer offers phones with 2-year service contracts. If you previously signed up for a 2-year service contract and cancel service before the end of that term, you will be charged an early termination fee. For 2-year service contracts started after December 20, 2017, the early termination fee is based on the full retail value of your device at time of purchase. Retail values for current devices are listed as "Retail price" on our [phones page](#). Starting December 20, 2017, if you've already purchased a phone from CREDO, you can find the retail value of your phone and the early termination fee in your order confirmation email.

| Device | Early Termination Fee |
|---|---|
| Basic Phones / Tablets | \$175 per line, reduced by \$5 for each full month you continue your service |
| Smartphone devices with retail value up to \$598.99 | \$375 per line, reduced by \$10 for each full month you continue your service |
| Smartphone devices with retail value from \$599 and greater | \$650 per line, reduced by \$20 for each full month you continue your service |

If you signed up for a 2-year service contract between July 1, 2016 and December 20, 2017, the early termination fee is \$375 per line for smartphone lines, reduced by \$10 for each full month you continue your service, and \$175 per line for tablets and other devices, reduced by \$5 for each full month you continue your service. (For example, after 10 months, your early termination fee for a smartphone will be \$275.) For 2-year service contracts prior to July 1, 2016, the early termination fee is \$325 per line for smartphone and tablet lines, reduced by \$10 for each full month you

continue your service, and \$175 per line for all other devices, reduced by \$5 for each full month you continue your service.

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 “Return/Exchange 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 device 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 and SIM

We assign or transfer a phone number (“Number”) to the device or other equipment used by you on the CREDO Network. We may also provide a SIM card that is inserted, or that you can insert, in your device. You acknowledge that except as required by law, you shall acquire no proprietary interest in the Number (MEN) or SIM (Subscriber Identity Module) assigned by CREDO for your use. 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. You acknowledge that any intellectual property or software in the SIM not provided by CREDO or you is the property of the supplier of services to CREDO, and such supplier

may change or update the software or other data in the SIM card or the software in the equipment over the air and utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes.

The supplier of services to CREDO shall have no liability whatsoever for your losses, claims or damages for any cause whatsoever, including but not limited to any failure or disruption of Services provided hereunder, regardless of the form of action, whether in contract, tort or otherwise. You shall not be deemed a third-party beneficiary of any contract between CREDO and CREDO's supplier.

Device 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 device, change the Number on your existing device or activate an additional device 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 all charges for Services provided for the Number for each device or other equipment that our records show you activated no matter who actually uses or has possession of the device 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, data 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 and Payment

Billing cycles are approximately 30 days in length. Billing cycles and dates may change from time to time. You will automatically receive electronic (paperless) invoices. If you wish to switch to a paper invoice, you may do so for a fee. Additional bill copies may be requested and will be provided for a fee. Except as otherwise provided in your Service Plan, monthly recurring charges (Marcs) 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.

You must pay your invoice in full by each invoice due date. We may assess a late payment fee of 1.5% of the overdue balance or \$5.00, whichever is greater, on any amount not paid within ten (10) days of the due date.

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

We reserve the right, in our sole discretion and to the extent permitted by law, to set an Account Spending Limit for your account at any time and for any reason. We will inform you of your Account Spending Limit when you receive your device. Any Account Spending Limit we set for you is subject to change upon notification from us. If we set an Account Spending Limit for your account, 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 and to the extent permitted by law, 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 device (“Data Services”) requires a data-compatible device. Your handset model will determine the type of Data Services available. 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. CREDO Mobile does not offer domestic Data roaming (outside-of-the-Network Data Services). International Data Services may be 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. In providing Service, CREDO relies on networks and services provided by our suppliers. These suppliers may have their own network management practices that affect Services received by CREDO members. For more information about Data Services, please see our [Broadband Information page](#).

Unless subscribed to a CREDO Mobile hotspot plan, unlimited plan subscribers may not use equipment as a hotspot, to tether to a computer, or in any manner that adversely affects the network or Services. CREDO Mobile does not service or support tethering.

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 device 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 device. Text ALERT to 27336 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 (if any), and account upgrades. The account alert text messages sent by CREDO to your CREDO device from 27336 are FREE - no text messaging fees apply. You may opt-out of receiving these important text messages about your account by replying STOP to 27336. For help text HELP to 27336 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

Voice

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.

Data

CREDO Mobile does not offer domestic Data roaming (outside-of-the-Network Data Services). International Data roaming may be available to some members in some locations. The primary use of Data Services must be for domestic purposes on the Network. CREDO Mobile reserves the right, without notice, to deny, terminate, modify, disconnect or suspend Service if your roaming (outside-of-the-Network) usage in a billing cycle exceeds 25 megabytes.

International Data Services rates are higher than the rates you pay 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. We make no guarantee that roaming coverage will be available.

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.

Devices and Other Equipment

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

Unlocking Phones

CREDO has the ability to unlock certain portions of certain handsets, and we'll unlock upon request subject to the terms of this Section.

Many CREDO devices have been programmed with a master subsidy lock (MS) that prevents the device from being activated on other carriers' networks. Further, many CREDO devices also have locked international and domestic SIM slots. We will provide all unlocking services technically

available to us, upon request, provided you have met the following requirements: you are a current or former CREDO customer, the account associated with the device is/was in good standing, the device has been activated on our service for at least 90 days, your contract term, device purchase, or device financing obligations have been met, and the device has not been lost or stolen. For military personnel, we'll unlock mobile phones for deployed military personnel as soon as we get a copy of the customer's deployment papers. If you would just like the international SIM slot on your device unlocked, you must be a current CREDO customer with CREDO service active on the device, and the account associated with the device must be in good standing.

On certain devices, not all functionality may be unlocked. Even if unlocked, CREDO devices will not necessarily work on another carrier's network. Whether a CREDO device can be used on another carrier's network is subject to that carrier's policies and network compatibilities. Even if a different carrier will activate a CREDO device on its network, we do not make any guarantees as to the device's performance on that carrier's network or that any or all device features or functionalities will be fully or partially operational.

We will respond to a request to unlock a CREDO device within two (2) business days (seven (7) business days for international), and either: i) take all steps available to us to unlock an eligible phone; or ii) provide you with an explanation of why we can't or why we need extra time to process your request.

Lost or Stolen Equipment

If your device 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 any Number associated with the lost or stolen device 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 device 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 device 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 TIDD 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 TARS 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 Usage

You can use your CREDO device to make calls from the U.S. to international numbers. View rates from the U.S. to international numbers at CREDOmobile.com/international.

You can also use your CREDO device to make calls while traveling abroad in select countries. Your device type will determine your ability to use CREDO service while traveling abroad. View these rates online at CREDOmobile.com/travel. To prevent unexpected international charges while traveling abroad, it’s advisable to keep your device turned off or in airplane mode when not in use. High international usage may result in your account being suspended while traveling.

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 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, devices, 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 device;
- 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 device 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, DEVICES 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 or we 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. You understand that you are waiving your rights to maintain other available resolution processes, such as court action or administrative proceeding, except as specified above, to settle any dispute or claim.

(2) Arbitration Procedures. Prior to filing an arbitration demand, you must first present any claim or dispute to us by contacting us in writing to 101 Market Street, Suite 700, San Francisco, CA 94105 (ATTN: Legal Department) and describing the nature and basis of the claim or dispute and setting forth the specific relief sought. You may request arbitration if your claim or dispute cannot be resolved within 60 days from receipt of the notice of the claim. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association (“AAA”) Consumer Arbitration Rules, as modified by this Agreement. Information about arbitration and fees are available online at 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. 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. The Arbitrator will issue a written decision, which will include concise written reasons for the decision. The Arbitrator’s decision is subject to review in a court of law. 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 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. Each party shall be responsible for the AAA fees and arbitrator compensation as outlined in the AAA Consumer Arbitration Rules. 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, by text message to your CREDO phone, or the email of record for your account. Written notice is deemed delivered three (3) days after deposit in the U.S. mail, postage prepaid and properly addressed or, if by email, by the sent date/time stamp. 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 and Administrative Fee: This fee recovers some of the costs incurred by CREDO, including but not limited to compliance with government regulations like local number portability. This fee is not a tax and is not an amount we are required to collect by law. The components used to calculate this fee and the fee itself may change from time to time. To obtain the current fee, please call 800-548-2567.

c. Suspension Fee: When Service is blocked for non-payment of charges, a \$20 suspension fee will be applied to your account.

Return/Exchange Policy

New customers may return CREDO devices within thirty (30) days of the purchase or order date. Accessories may be returned or exchanged within thirty (30) days of the purchase or order date. CREDO devices may be exchanged within thirty (30) days of the purchase or order date. The product(s) must be returned to CREDO 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 or exchanged. Before you return your iPhone, you must turn off Find My iPhone and wipe your phone. If you don't do this, your account will be billed a processing fee to cover additional effort of working with you to turn it off. If we're unable to reach you after repeated attempts, you'll be charged the full retail price of the phone.

If you return or exchange your CREDO device, you will be charged a restocking fee. You'll be responsible for the cost of a new device and we'll issue you a credit for your original device once we receive it back from you.

Failure to comply with the Return/Exchange Policy may result in an early termination fee, a processing fee, and/or an equipment fee equal to the original retail value of the device and/or accessory, or, in the case of purchased equipment, the denial of a refund.

If you would like to return or exchange your CREDO product, call CREDO Customer Service at 800-411-0848 for authorization and shipping instructions.

Returns and exchanges are not available under the Bring Your Own Device program.

Warranty Replacement

Defective equipment covered by the manufacturer's warranty will be replaced according to the terms of the manufacturer's warranty. If you would like your equipment replaced pursuant to the manufacturer's warranty, call CREDO Customer Service at 800-411-0848 for return authorization and shipping instructions. Warranty replacements are not available under the Bring Your Own Device program. Out-of-Warranty Service or replacement is available at the rates listed on the Warranty and Non-Warranty Replacements page of the CREDO Mobile website.