



Terms and Conditions

Patriot Mobile LLC

Terms and Conditions

Thank you for selecting Patriot Mobile as your wireless service provider. Within this document, you will find important information about the terms and conditions of your wireless service provided by Patriot Mobile ("Service"), including our ability to make changes to your Service, our liability and how any disputes between us must be resolved in arbitration. Additionally, if you are signing up for Service for a minimum contract term, you will find information about that contract term and what happens if you cancel a line of Service early or don't pay on time, including the possibility of owing Patriot Mobile an early termination fee ("ETF"). This terms and conditions document is referred to as the Agreement.

Your Agreement to these Terms and Conditions

We describe our talk, text, and data plans ("Service Plans") in our marketing materials and on our website. In this document, the words "we," "us," "our," "Company," or "Patriot Mobile" refer to Patriot Mobile LLC and "you," "customer," or "member" refers to the subscriber of Patriot Mobile's Service.

Your Service Plan includes your monthly talk, text and high-speed data usage allowances and features, provided in your coverage area, and the associated monthly charges. Because you may also select several optional services, such as data add-on packages, device financing, and device protection (together defined as "Optional Services"), the Service Plan and Optional Services, collectively, will be referred to as Plan.

You will have been deemed to accept the terms and conditions within this Agreement when you:

- Activate your Service; or
- Accept and/or open a product shipment from Patriot Mobile.

When you accept this Agreement, you represent that you are at least 18 years old and are legally able to accept an Agreement. If you are accepting the terms of this Agreement as a representative for an organization, you are representing that you are authorized to bind that organization, and where the context requires, "you" means the organization. By accepting, you agree to every provision of this Agreement whether or not you have read it.

Changes to this Agreement

Patriot Mobile may change this Agreement at any time. By using and not terminating your Service after the effective date of the changes, you accept the changes.

Your Service Plan

Service Plans consist of wireless talk, text, and data Service. You may select any Service Plan for which you qualify for either a fixed number of months or on a month-to-month basis. Service Plan features and benefits vary. Your Service Plan delineates the charges for your Service, and that Service Plan remains in effect until (1) that Service Plan is changed, (2) you switch to a different Service Plan, or (3) your Service is terminated.

Changing Your Service Plan

You can change your Service Plan, at any time, by contacting Patriot Mobile Member Services at **(877) 367-7524**.

If you are currently enrolled in a fixed-length contract, you may need to consent to a new fixed-length contract or payment of the Termination Fee before changing to a new Service Plan. Changes are effective at the start of your next full billing cycle unless we specify otherwise at the time you request the change. 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, we will invoice you a prorated amount for the period during the previous billing cycle that the new Service Plan or Service feature was effective.

Activation Period

You have 15 days to activate your Patriot Mobile Service(s). You agree to activate your Patriot Mobile Service(s) within 15 calendar days from the date of delivery. If not activated, Patriot Mobile will initiate activation on day 15 and begin billing.

Term of Service

With Patriot Mobile Service you agree to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term. If your Service is suspended due to non-payment, that time does not count toward completing your contract term. Once you have completed your contract term, you will become a member on a month-to-month basis for that line of Service.

Patriot Mobile, can without notice, limit, suspend or end your Service or any Agreement with you for any good cause, such as but not limited to: 1) remaining in governmental and regulatory compliance (laws and policies), and 2) protecting the interests of Patriot Mobile, our suppliers and our members.

Minimum Contract Term Conditions

A minimum contract term will be required for: 1) purchase of a device through monthly installments to Patriot Mobile; 2) reimbursement for early termination fees (ETF) from your previous carrier; 3) contract buy out from your previous carrier or 4) promotions and Service Plans Patriot Mobile may offer that require a minimum contract term.

If you have agreed to subscribe to a minimum contract term, you agree to remain an active member on a Service Plan (talk & text - or - talk, text & data) for the duration of the contract term. An **ETF of \$250** will be applied if you cancel Services before the end of your contract term. For device purchases on an installment plan, this fee is assessed per device financed.

14-Day Device Return Policy

You have 14 days from the date you either (a) accepted your product shipment, which may include a device or SIM card, or (b) activated your line, whichever is earlier, to choose to continue or cancel your Service Plan and/or return your purchased device (**14-day Trial Period**). Canceling within the 14-day Trial Period will result in Patriot Mobile refunding your activation fee and Service plan. If returning a device purchased from Patriot Mobile, the device must be returned as specified below and is subject to a **\$35** restocking fee. The 14-Day Trial Period may be used once per line in each account.

With respect to devices you received from Patriot Mobile during the 14-day Trial Period, you may elect to do one of the following during the 14-Day Trial Period (collectively, referred to **14-day Trial Period Rights**):

1. Cancel your Service but keep the device subject to paying the remaining balance on the device before the end of the 14-Day Trial Period;
2. Return the device for a refund subject to the Device Return or Exchange Conditions below; or
3. Exchange the device subject to the Device Return or Exchange Conditions below.

Device Return or Exchange Conditions

Devices ordered through the Special-Order program described below are not eligible for return or exchange.

You must contact Member Services at **1-877-367-7524** to let them know which of the 14-day Trial Rights you wish to exercise.

To the extent you wish to return or exchange your device, you will be sent a pre-addressed postage-paid return label by email. The device must be shipped within **five (5) days** of receiving the label; otherwise, the device's remaining cost will be charged along with any applicable ETF.

Devices must be returned in the following condition:

- Be returned in like-new condition in the original box with all accessories
- MUST be erased of personal content. Passcodes must be disabled, and the device must be UNLOCKED
- iPhones must have the 'Find My iPhone' feature removed
- Android devices must have the Google account removed
- Be able to power on/off
- Have a working battery
- Have an intact functioning screen and glass with no cracks or breaks
- Have intact charging port and headphone jack
- Have no water damage

Returned devices will be examined and dispositioned, resulting in either a full refund, partial refund, or no refund.

If exchanging a device, once the first device has been verified as shipped back to Patriot Mobile, then another device can be shipped. A device exchange will include a **\$35.00** restocking fee. A defective device return, and replacement will not include the fee.

Special-Order Program

Members can use our Special-Order program to request a specific device (color, memory level, or specific model). The following conditions apply:

- Device must be manufactured by Samsung or Apple and compatible with Patriot Mobile
- Device must be purchased outright at the full Retail Price plus tax
- A Special-Order Fee of \$50 applies per device
- Member agrees to waive the 14-day Trial Period
- Special Order devices are not eligible for expedited shipping or rush orders.

Member Loyalty Device Discount

Members having maintained an account in good standing for 18 consecutive months will earn a Member Loyalty Device Discount (MLDD). The MLDD provides a **20%** discount (**up to \$150**) off the Retail Price of a single device purchased from Patriot Mobile. This discount may be applied to an outright purchase or an installment purchase. MLDD only applies to device purchases.

One MLDD is earned for each line after that line has been active for 18 months. The device purchased with an MLDD must be for use with either (1) an existing line or (2) a new line of Service with Patriot Mobile on an existing account. Patriot Mobile reserves the right to limit, modify, or discontinue the MLDD at any time.

MLDD program can only be utilized once every 18 months per line with a maximum of 2 lines per account per year.

Contract Buy-Out

Patriot Mobile offers its potential Members the opportunity for a Contract Buy-Out (CBO) to ease the financial obligation with their current provider as they terminate their Service and switch to Patriot Mobile. The CBO program offers a credit to your Patriot Mobile account of up to \$500 per line (a maximum of \$1,500 per account). The CBO program applies to the cost of any remaining payments on a device purchased from your current Service provider and early termination fees charged by your current service provider. Charges, such as taxes, monthly recurring charges, and other fees do not qualify for the CBO program.

To be eligible for this program, you must:

- Agree to remain an active member on a talk, text, and data plan for 24 consecutive months. Plans consisting of data only, or talk and text only do not qualify:
- Have activated Service with Patriot Mobile for at least 30 days, and must have at least one successful automatic payment transaction completed: and
- Provide a copy of your itemized final bill to cbo@patriotmobile.com within 90 days of activation. The final bill from your prior carrier must show:
 - Your name and address (must match your Patriot Mobile account name);
 - The telephone number the early termination fee was associated with that is currently active with Patriot Mobile; and
 - Your payment of the early termination fee.

This offer expires 90 days after activation. If you do not complete your 24-month Service contract term, the amount of your CBO credit will be charged to your credit card/debit card, and an ETF will apply (see 'Term of Service').

Our Provision of Service to You

Please note that some Services may not be available or may operate differently in some locations. Your purchase of phones or other equipment from us is not a guarantee of Service. We reserve the right to decline to provide you with Service for any lawful reason. Usage must be in line with usual and customary usage or can be terminated with notice.

Patriot Mobile Service

Wireless devices use radio transmissions, so, unfortunately, you cannot get Service if your device is not in range of a transmission signal. Please be aware that even within your coverage area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage, and weather. Your phone will not accept the Services of any mobile provider other than Patriot Mobile unless you have altered your phone to receive such Services. Our unlimited voice Services are provided only within the United States for live dialog between two or more individuals.

Your Number

You may be able to take, or "port", your wireless phone number (Number) to another carrier. If you port your Number from Patriot Mobile, we will treat the request as though you asked us to cancel your Service for that Number. After the porting is completed, you will not be able to use our Service for that Number, but you will remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation.

You do not have any rights to your Number, except for any right you may have to port it. Your Number may not be programmed into any phone or other equipment, transferred, or duplicated to any phone or other equipment other than that authorized by us or in accordance with the FCC's number porting rules. Additionally, you are unable to transfer the Number to any other person or entity. Please be aware that your Number may change upon area code changes, or other circumstances, outside our control.

Your Wireless Device

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on the Patriot Mobile network, and be compatible with your Service. When you activate Service that uses a SIM (Subscriber Identity Module) card, you agree that Patriot Mobile owns the intellectual property and software in the SIM card, and that we may change the software or other data in the SIM card remotely and without notice. Additionally, we may utilize any SIM card capacity for administrative, network, business, and commercial purposes. If you bought a wireless device from Patriot Mobile that doesn't use a SIM card and you want to reprogram it for use with another wireless network, please note that your wireless device may not work with another wireless network, or the other wireless provider may not accept your wireless device on its network.

Bring Your Own Device

For your device to be eligible, it must be a compatible device without any carrier locks.

For our team to activate your current device with your Number on the Patriot Mobile network, we will need your current account number and PIN where you have cell phone service. If you have a balance due on your current carrier, you may not be able to port over your existing number until that balance is paid in full.

Your Privacy

We are committed to your privacy. Personal information provided to Patriot Mobile will be used to complete your shopping experience, ordering and provisioning Service to you, and periodic communications about your Service and membership with Patriot Mobile. Personal information includes your name, email address, street address, phone number, device, payment history, or any other personally identifiable information provided to us (Personal Information).

Patriot Mobile will not disclose your Personal Information to unaffiliated companies or organizations without your consent unless we are:

- required by law do so
- providing Service to you and fulfilling our agreements with you; or
- protecting the rights, property, or safety of you or any other member of the public.

Patriot Mobile will not sell your Personal Information to anyone.

To better serve you when visiting our website, Patriot Mobile may use “cookie” technology. “Cookies” are small text files that allow us to recognize returning visitors, facilitate access and use of the website, and help improve your overall website experience.

As we provide telecommunications products and Services to you, we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and services you use, as well as some other information found on your bill. This information is known as Customer Proprietary Network Information or “CPNI”. Under federal law, you have the right, and we have a duty to protect the confidentiality of your CPNI. For example, we implement safeguards designed to protect your CPNI, including authentication procedures, when you contact us. To add an authorized contact, please contact Member Services at (877) 367-7524. For accounts associated with a dedicated Patriot Mobile representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

Data Services

To access the Internet or check email using your mobile phone (“Data Services”), you will need a data-compatible phone. The type of Data Services available depends on your handset model.

When you browse the Internet, you are charged based on the amount of data transferred (e.g., KB, MB). Your use of Data Services is subject to any memory, storage, or other equipment limitation. We do not guarantee access to Data Services or uninterrupted browsing. Domestic Data Services may not be available when you are roaming off the Network. International

Data Services are available while roaming off the Network and billed at international Data Services rates. Note that your Number may be transmitted to sites you visit.

Your purchase of goods, content, and Services (including subscription plans) from other companies (“Mobile Content”) is at your own risk. You are responsible for all Mobile Content purchases that you make with any phone assigned to your account. If your phone needs to be replaced, you may need to download and purchase any previously downloaded items again. Note that ringtones and graphics are protected,

copyrighted materials, and may only be used for individual, personal use. You may not copy, transfer, or distribute ringtones or graphics without the content owner's prior written consent.

Text Messaging

Not all phone models allow text messaging (SMS). Your Service Plan sets forth charges for incoming and outgoing text messages. We bill international text messaging at international text rates. You may restrict SMS-based Mobile Content purchases by calling Member Services and requesting a text messaging block.

Prohibited Network Uses

To ensure the activities of some users do not impair the ability of our members to have access to reliable Services provided at reasonable costs, you may not use our Service in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Patriot Mobile's network or systems. Patriot Mobile 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, text or data uses detailed below or if Patriot Mobile, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

Following are examples of Prohibited Network Uses that would allow Patriot Mobile to terminate your Service:

Examples of prohibited voice use: Patriot Mobile voice Services are provided solely for live dialogue between and initiated by two or more individuals for personal use. However, Patriot Mobile Service may not be used for any other purposes, including, but not limited to: monitoring services, the transmission of broadcasts, the transmission of recorded material, telemarketing, auto-dialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals.

Examples of prohibited text use: Patriot Mobile text Services are provided solely for live messaging purposes between two or more individuals. However, text Services may not be used for Premium SMS, which utilizes short codes, SMS chat programs, monitoring Services, data transmissions, or other connections that do not consist of uninterrupted live messaging purposes between two or more individuals. If Patriot Mobile finds that you are using a text Service offering for anything other than live messaging purposes between two or more individuals, Patriot Mobile may at its option terminate your Service, block individual text messages, or, if you are subscribed to an unlimited text plan, change your plan to one with no unlimited usage components. Patriot Mobile currently supports international text messaging, but not with its unlimited text plans. Additional charges will apply for international text messaging. Patriot Mobile does not guarantee delivery of messages and reserves the right to change this offer as needed without notification. Text messages, including downloaded content, not delivered within seven (7) days, will be deleted. Patriot Mobile reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Patriot Mobile reserves the right to deny or terminate Service, without notice, to anyone Patriot Mobile believes is using the Service in any manner prohibited above or whose usage of

text messaging, in Patriot Mobile's sole discretion, adversely impacts Patriot Mobile's network or member Service levels. Patriot Mobile will presume you are engaging in a prohibited use in violation of this Agreement if, in Patriot Mobile's sole opinion, you are placing an abnormally high number of text messages, or if your text usage is harmful or disruptive to Patriot Mobile's network or Services.

Examples of prohibited data use: Patriot Mobile data Services are provided solely for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files, or online gaming. However, 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 Patriot Mobile’s 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 member 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.

Roaming

All domestic data, roaming, and in-network, is included in your Patriot Mobile plan. You will not receive Roaming charges. However, excessive roaming may result in your ability to roam being blocked by Patriot Mobile.

Caller ID

If you do not want people you call to see the number assigned to your phone, you must call Patriot Mobile Member Services for information about automatic Caller ID blocking. You may block the number assigned to your phone on a per-call basis by dialing *67 + Destination Number + TALK (or similar key). 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.

Pay-Per-Call Services

Patriot Mobile does not allow you to complete calls from your number to 900, 976, and similar numbers for pay-per-call Services.

International Calling

Calling from the U.S. to international numbers is available using your Patriot Mobile phone. Rates are available at <https://patriotmobile.com/apps/help-center#!hc-do-you-offer-international-calling-plans>. Please contact Member Services at 1-877-367-7524 to activate this feature.

In select countries, you may use your Patriot Mobile phone to complete calls while traveling abroad. Prior to travel, you must call Member Services at **1-877-367-7524** to initiate this feature. Your ability to use Patriot Mobile Service while traveling abroad depends on your phone type. View these rates online by using the URL listed above. NOTE: To prevent unexpected international charges while traveling abroad, we recommend that you keep your phone turned off or in airplane mode when it is not in use.

Lost or Stolen Equipment

If your phone or other equipment is lost or stolen, you must notify us by calling Member Services at **1-877-367-7524**. During the period before you notify us of the loss or theft, you are responsible for the monthly recurring charges. Upon

notification to us of any loss or theft, we will place your account on hold for the Service to the Number. We may require you to give us evidence of the loss or theft (for example, through a police report or affidavit). Reactivation is at the sole discretion of Patriot Mobile. We will deactivate Service to any Number without prior notice if we suspect any fraudulent or illegal use of the Number. You agree that you will reasonably cooperate with us in any investigations of suspected unlawful or fraudulent use.

Warranty Replacement

Patriot Mobile does not manufacture devices and does not provide a device warranty. Before purchasing any device, we recommend understanding what warranty coverage (if any) applies from the manufacturer. We also recommend

purchasing supplemental insurance for damage and loss. Patriot Mobile may periodically offer certified pre-owned or 'open box' devices with a limited warranty. Contact Patriot Mobile for more details.

Charges

You are required to pay, by the due date indicated on each invoice, all charges for Services provided for the Number for each phone or other equipment that our records show you activated, regardless of who uses or has possession of the phone or other equipment during the provision of Services. Examples of these charges include:

- recurring monthly Service charges,
- local and long-distance toll charges,
- usage charges (voice, text, and data),
- connection fees,
- miscellaneous 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 begins when you press SEND (or similar key) and ends 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, and partial minutes of use are rounded up to the next highest minute. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB so you will be charged at least 1 KB for each data usage session (Data Session"). Rounding occurs at the end of each Data Session, and sometimes during a Data Session. Depending on your data Service, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent.

Billing

Billing cycles are approximately 30 days in length. Billing cycles and dates may change from time to time. Unless we state otherwise in your Service Plan, monthly Plan Charges are invoiced one billing cycle in advance. Nevertheless, we may invoice you for usage and charges occurring before the current billing

cycle if we did not previously invoice you for them. If we invoice you 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, we will charge those minutes from the prior billing cycle at the applicable per-minute rate set out in the Service Plan in effect at the time the usage was incurred.

Payments

Your payments will be due on the "DUE DATE" reflected on your monthly billing and processed through AutoPay that will be set up upon becoming a Patriot Mobile member. If payments are not received on time, a late fee equal to **1.5% per month (18% per annum)** on the unpaid balance may be added to your amount due, if allowed by law in the state of your billing address. You may have to pay a **\$30 fee** to reactivate Service if your Service is terminated, or a **\$15 fee** to reconnect

Service if it is interrupted for non-payment or suspended for any reason. If you fail to pay on time and Patriot Mobile refers your account(s) to a third party for collection, a collection fee will be assessed and due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18% per annum.

Deposits

If we require you to make a deposit to establish or keep Service, we will hold the deposit as a partial guarantee of payment for Service. There will be no interest earned on the deposit. We reserve the right to change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. You may not use the deposit to pay any invoice (unless you use it to pay toward a final invoice) or delay payment. Your credit and payment history determine the deposit amount, the length of time we hold the deposit, and changes to the deposit amount. If Service is terminated for any reason, we may, without notice, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after the 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 we hold during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money that remains after the one-year period, except where such forfeiture is prohibited by law.

Upfront Payments for Device Promotions and Installment Plans

Depending on your credit score, we may require you to make an upfront payment to either (1) benefit from a device promotion, or (2) enter into a device installment plan. These upfront payments will not be returned unless you exercise one of your **14-day Trial Period Rights**. Upfront payments to enter into a device installment plan will be applied toward the device's price and used to reduce your monthly installment.

Disputed Charges

You are liable for all charges on an invoice unless you raise a dispute about charges invoiced to you within 90 days of the invoice's date. To notify us of any dispute, call Member Services at **1-877-367-7524**. We will not consider calls to our sales or general business offices as a notice of a dispute. You are not required to pay any properly disputed amounts while we investigate them; however, you must pay amounts not in dispute by the due date. Once we have completed our investigation, all charges that we have not removed because of the investigation are due and payable.

Phone Activation Fee

We may require you to pay a non-refundable fee when you (1) activate a new Number, (2) have us switch a Number to a different phone, (3) change the Number on your existing phone, or (4) activate an additional phone on your existing account. More information about applicable fees is set out in your Service Plan or can be obtained by calling Member Services at **1-877-367-7524**.

Credit Verification

To benefit from a phone promotion or enter in a device installment plan, you must have satisfactory credit. We will verify your credit before we agree to either (1) provide you with a promotional device or (2) agree to a device installment plan. We may verify your credit at any time while we provide that Service. Our credit verification process will include a review of credit reports from commercially available credit bureaus. Upon acceptable credit, term plans or term device plans will

be offered. Depending on your credit score, a limit may be set on the number of devices or the total value of devices that can be included in an Installment plan. We may require a down-payment or deposit from you (see Deposits). If at any time we suspect fraud, in our sole discretion, we may refuse to complete your Service order, suspend your Service, and require you to provide payment on account or a guarantee of payment before we resume your Service. We may ask that you provide us with information we reasonably require to determine whether you qualify for a promotional device offer or device installment plan.

Miscellaneous Charges

FCC Universal Service Fee (USF Fee): The USF Fee applies to all members and is calculated as a percentage of the interstate and international charges of the member'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. The USF Fee will change to match any modification made by the FCC to its charge to Patriot Mobile.

Regulatory Charge: The Regulatory Charge recovers some of the costs that Patriot Mobile incurs in complying with government regulations, including those that relate to mobile number portability. This charge is not a tax. The components used to calculate this charge and the charge itself may change from time to time.

Limitation of Liability

Except as otherwise stated 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:

- where the case relates to a specific piece of equipment, the prorated monthly recurring charge ("MRC") for Service to the piece of equipment during the affected period, or
- where the case does not relate to a specific piece of equipment, the prorated MRCs of your Service to you during the affected period.

Patriot Mobile is not liable for any damage arising out of or in connection with the following:

- your negligent or intentional act or omission

- any act or omission of any telecommunications service or other service provider other than Patriot Mobile
- any act or omission of any third party or independent contractor that offers products or services in conjunction with or through your Service
- any directory listing
- any dropped calls
- any late or failed message delivery
- traffic or other accidents, or any health-related claims allegedly arising from the use of services, phones, equipment, or accessories used in connection with your Service
- the use of Patriot Mobile Data Service, including the accuracy or reliability of any information obtained from the Internet using Patriot Mobile Data Service, or internet services, content or applications not supported by Patriot Mobile
- 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
- any Mobile Content you install on your phone or other equipment
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents
- any use of your phone or other equipment whether authorized by you.

Indemnification

You agree to 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 the termination of this Agreement.

No Consequential or Other Damages

PATRIOT MOBILE 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.

Disclaimer of Warranties

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not

warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades, or similar activity. If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than Services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. Patriot Mobile is not responsible for any third-party information, content, applications, or services you access, download, or use on your device. You are responsible for maintaining virus and other Internet security protections when accessing these third-party products or services.

Dispute Resolution by Mandatory, Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most member concerns can be resolved quickly and to the member's satisfaction by calling Member Services at **(877) 367-7524**. In the unlikely event that Patriot Mobile's Member Services department is unable to resolve a complaint you may have to your satisfaction (or if Patriot Mobile has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve disputes or claims through either binding arbitration, small claims court, your state's Public Service Commission or an appropriate federal or state governmental agency instead of courts of general jurisdiction. You maintain your right to file a complaint with your state's Public Service Commission regarding the Service provided and charges imposed by Patriot Mobile. Nothing in this paragraph or this Agreement in any way eliminates or abridges that right. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can. The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act ("FAA"). Judgment on the award may be entered in any court with jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

Arbitration Agreement

Patriot Mobile and you agree to resolve all disputes and claims between us through either arbitration or the filing of a complaint with your state's Public Service Commission or an appropriate federal or state governmental agency. This Agreement to arbitrate is intended to be broadly interpreted. The term "disputes," as used in this Agreement, includes, but is not limited to:

- All claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (including but not limited to claims under the Telephone Consumer Protection Act, and other federal and state statutes);
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Patriot Mobile" and "us" include our respective subsidiaries, affiliates, representatives, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized

users or beneficiaries of Services or devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and Patriot Mobile are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions – not state law – govern all questions of whether a dispute is subject to arbitration.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (Notice). The Notice to Patriot Mobile should be addressed to CFO, Patriot Mobile LLC, 3341 Regent Boulevard, Suite 130 Box 352, Irving TX 75063 (Notice Address). The Notice must (a) describe the nature and basis of the claim or dispute, and (b) set forth the specific relief sought (Demand). If Patriot Mobile and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Patriot Mobile may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Patriot Mobile or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Patriot Mobile is entitled (Award).

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

under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an Award, then Patriot Mobile will:

- pay you the amount of the Award;
- reimburse you the AAA filing fee, administration and arbitrator fees for any arbitration associated with your claim in arbitration; and

- pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration (Attorney Premium).

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

The right to attorneys' fees and expenses discussed in the paragraph above supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND PATRIOT MOBILE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Patriot Mobile agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Patriot Mobile makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service, you may reject any such change by sending us written notice within 30 days of the change to the Notice Address provided above. By rejecting any such future change to this provision, you agree that you will arbitrate any dispute between us in accordance with the language of this provision.

Notices

You may obtain our current address for written notice by calling Member Services at 1-877-367-7524. Please address your written notice to **CFO at Patriot Mobile**. Written notice is deemed delivered by either certified mail, overnight mail with a tracking number showing signature received, or, if by email, by the sent date/time stamp. Email notification must be sent to **support@patriotmobile.com**. 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 Texas.

General

The failure of either of us to enforce any right or remedy available under this Agreement is not a waiver of the right or remedy for any other breach or failure by the other party. If we waive any requirement in any one instance, it 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 in this Agreement are for descriptive purposes only and are not used to interpret this Agreement. You are prohibited from assigning this Agreement to any other person or entity. This Agreement constitutes 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.

Last updated September 3, 2020