



Terms and Conditions

Thank you for selecting Patriot Mobile as your wireless service provider.

In these Terms and Conditions (“**Agreement**”), you will find important information about the terms and conditions for your wireless service (“**Service**”), including our ability to make changes to your Service, our liability if things do not work out as planned, and how any disputes between us must be resolved in arbitration or small claims court. If you signed up for Service with a minimum contract term, you will also find information in this Agreement about what happens if you cancel Service early or don’t pay on time, including the possibility of owing Patriot Mobile an early termination fee.

In this Agreement, when we use the words “**we**,” “**us**,” “**our**,” “**Company**,” or “**Patriot Mobile**” we are referring to Patriot Mobile LLC. When we use the words “**you**,” “**your**,” “**customer**,” or “**member**” we are referring to the subscriber of Patriot Mobile’s Service.

Additionally, we offer several service plans (“**Service Plans**”) that include 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 and device protection (together defined as “**Optional Services**”), in this Agreement we refer to the Service Plan plus any Optional Services you may have chosen as the “**Plan**.”

Your Agreement

These are the terms and conditions that govern your Service with Patriot Mobile. **Please read this Agreement carefully before agreeing to be a customer.** Upon activating your Service or accepting and/or opening a product shipment from Patriot Mobile, you are accepting this Agreement and agreeing to every provision of this Agreement, regardless of whether you have read it.

Capacity to Enter into This Agreement

By accepting 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.

Changes to this Agreement

Patriot Mobile may change this Agreement at any time. Additionally, we may add, modify, or delete any terms, conditions, rates, or fees for any Service at any time. We will provide you with notice of all changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed on to you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any documents incorporated into this Agreement) by email, bill insert, message, text message, posting on the website for your Service, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for the Services after the effective date of the change means you have accepted the change(s). If we notify you of a materially adverse change concerning a Service during your Service, if you don’t accept the change, you can cancel the Service.

Your Privacy

We are committed to your privacy. Our Privacy Policy governs our use and protections of your personal information.

Your Service Plan

Service Plans consist of wireless talk, text, and data Service. Service Plan features and benefits vary. Your Service Plan describes 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.

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 devices 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 immediately.

Our Use of Wireless Service on Other Wireless Carrier Networks

Patriot Mobile has agreements with other wireless carriers that allow you to use your Service outside of Patriot Mobile's owned and operated wireless network. Within the U.S. and certain U.S. territories, the use of other carrier networks is referred to as domestic roaming or off-net usage. Use of other carrier networks while traveling internationally is called international roaming or off-net usage. Both off-net usage and roaming are dependent upon the agreements we have at any given time with other wireless carriers, and the network technology, frequencies, and functionality of those networks. Availability, quality of coverage, and speed of Service for off-net usage and roaming are not guaranteed and may be changed without notice. Patriot Mobile may also reduce speeds (to 2G or other speeds) or suspend wireless data Service for off-net and roaming at any time without notice and without regard to the amount of data you have consumed during the billing period. For further details, see the International Calling section, below.

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 device will not accept the Services of any mobile provider other than Patriot Mobile unless you have altered your device to receive such Services. Our unlimited voice Services are provided only within the United States for live dialog between two or more individuals.

Data Services

To access the Internet or check email using your mobile device ("**Data Services**"), you will need a data-compatible device. The type of Data Services available depends on your device.

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 internationally.

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 device assigned to your account. If your device 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

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 at (877) 367-7524 and requesting a text messaging block.

Your Number

You may be able to take, or "port", your wireless device number, also known as an MDN ("**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.

Except as required by law, 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 device or other equipment, transferred or duplicated to any device 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.

PATRIOT MOBILE MAKES NO REPRESENTATIONS AS TO YOUR ABILITY TO PORT YOUR NUMBER SHOULD YOU CANCEL SERVICE WITH PATRIOT MOBILE OR PATRIOT MOBILE TERMINATES YOUR SERVICE FOR ANY REASON, INCLUDING FOR NON-PAYMENT OF CHARGES. YOU BEAR THE SOLE RISK OF NOT BEING ABLE TO PORT YOUR NUMBER. PATRIOT MOBILE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES, CLAIMS, OR DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE RELATING TO YOU NOT BEING ABLE TO PORT YOUR NUMBER.

Changing Your Service Plan

You can change your Service Plan, at the end of any billing cycle, by contacting Member Services at (877) 367-7524.

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

By completing your order, you are agreeing to activate your Patriot Mobile service within 7 calendar days from the date you receive your new Subscriber Identity Module (“SIM”) card and/or device. We will provide you with porting instructions, an easy-to-use self-activation tool, and personal customer service to help you get activated. You have 7 days after delivery to complete activation, at which point we will begin billing (on day 7).

Service Period

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.

A minimum contract term will be required for: 1) Contract Buy-Out from your previous carrier (as described below); or 2) promotions and Service Plans Patriot Mobile may offer that requires 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. 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.

Your Patriot Mobile Account and Account Access

You may need to set up one or more accounts (“**Account**”) in order to purchase or use products and Patriot Mobile Services. You are responsible for ensuring that any information you provide us in connection with your Patriot Mobile Accounts, including contact information and billing information, is accurate and remains current.

You are responsible for any activity that occurs on or through your Patriot Mobile Accounts. We do not guarantee the security of your Accounts, so please ensure that your credentials for accessing or using your Accounts, such as your passwords, personal identification numbers, social security number, or other personal information are secure. If you



learn of any unauthorized use of your Account, please contact Member Services immediately at (877) 367-7524.

You may be able to authorize designated individuals (such as family members) to act on your behalf in managing your Patriot Mobile Accounts, including changing or adding to your Services (“**Authorized Users**”). You are responsible for all actions and changes made by such Authorized Users, including purchases of products and additional Services. Further, you expressly authorize us to provide information about and make changes to your Accounts (as well as to perform any credit checks on you that we deem appropriate to implement the changes or respond to questions) upon the direction of any person who provides information sufficient to identify you, even if this person has not been designated as an Authorized User. In addition, you agree that all users of your Services, regardless of whether designated as Authorized Users (and including minors), are subject to the limitations and obligations of this Agreement, including its arbitration provision and privacy policy. It is your duty to inform them of their limitations and obligations and to make this Agreement available to them.

Credit Verification

By applying for or using certain Patriot Mobile Services, you are giving us permission to obtain your credit information from consumer credit reporting agencies at any time and for any reason, including because of questions from, or Account changes made by, Authorized Users or persons who provide information we deem sufficient to identify you. We also may share information about your credit with Patriot Mobile affiliates, assignees, successors and service providers at any time and for any reason.

Early Termination Fee

If you agree to a minimum contract term for a line of Service and cancel that line prior to the end of your term, your early termination fee will be \$250 (“**Early Termination Fee**”). The Early Termination Fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for concessions we made to you in exchange for your agreement to a minimum term contract including, but not limited to, promotional discounts you received when you signed up for the Service.

Please note that the \$250 Early Termination Fee applies to each line of Service. If, for example, you have 3 lines of Service on your Service Plan with a minimum contract term and cancel all three lines, your early termination fee will be \$750.

Contract Buy-Out

Patriot Mobile offers its potential Members the opportunity for a “**Contract Buy-Out**” to ease the financial obligation with their current provider as they terminate their Service and switch to Patriot Mobile. The Contract Buy-Out program offers a credit to your Patriot Mobile account of up to \$500 per line (a maximum of 3 lines). The Contract Buy-Out 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 Contract Buy-Out 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 processed through AutoPay completed: and
- Provide a copy of your itemized final bill to cbobusiness@patriotmobile.com within 90 days of activation.

For the avoidance of doubt, under no circumstances will the Contract Buy-Out credit be payable to you prior to the expiration of the 14-Day Trial Period (as defined below) and any obligations of Patriot Mobile relating to such credit shall not vest until all of the eligibility requirements have been satisfied.



The final bill from your prior carrier must show:

- Your name and address (must match your Patriot Mobile account name and address);
- The telephone number the early termination fee and/or device payoff was associated with and that is currently active with Patriot Mobile; and
- Your payment of the early termination fee and device pay-off.

This offer expires 90 days after activation. If you do not complete your 24-month Service contract term, the amount of your Contract Buy-Out credit will be charged to your credit card/debit card and an Early Termination Fee will apply.

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. The MLDD only applies to device purchases.

One MLDD is earned for each line after that line has been active for 18 months and the account has remained in good standing. 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.

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

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 a Service that uses a SIM 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 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.

You acknowledge that, except as required by law, you shall acquire no proprietary interest in the SIM card assigned by Patriot Mobile for your use. You acknowledge that any intellectual property or software in the SIM not provided by Patriot Mobile or you is the property of the supplier of services to Patriot Mobile, and such supplier may change or update the software or other data in the SIM card or the software in your device over the air and utilize any capacity in the SIM card for administrative, network, business, and/or commercial purposes. The supplier of services to Patriot Mobile 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 the Service provided hereunder, regardless of the form of action, whether in contract, tort, or otherwise. Patriot Mobile shall not be deemed a third-party beneficiary of any contract between Patriot Mobile and Patriot Mobile’s supplier of services.

14-Day Trial Period and 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**”). If you cancel both your Service Plan **and** return your purchased device within the 14-day Trial Period, Patriot Mobile will refund your activation fee and purchase price of the device you made, unless you secured third party financing for your device, in which case, we will return the funds to the



third-party lender. If only returning your purchased device within the 14-day Trial Period, Patriot Mobile will refund your activation fee for the purchased device and the portion of advanced payments or deposits that were required as a condition to your eligibility for a device promotion of device installment 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 only be utilized once per line as to any Service Plan and once per line every 12 months as to any purchased device.

With respect to any device 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 as “**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

You must contact Member Services at (877) 367-7524 to let them know which of the 14-day Trial Period 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 Early Termination Fee.

Devices must be returned in the following condition:

- Be returned in like-new condition in the original box with all accessories;
- All personal content **MUST** be erased;
- 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 must be free of cracks or breaks;
- Have intact charging port and headphone jack; and
- 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 restocking fee.



Bring Your Own Device

For your device to be eligible, it must be a compatible device without a lock on your device from your current carrier (“Carrier Lock”). Carrier Locks may be in place if you still owe money to the carrier from whom you purchased your device.

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

Roaming

All domestic data, roaming, and in-network charges are 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 device, you must call Member Services at (877) 367-7524 for information about automatic Caller ID blocking. You may block the number assigned to your device on a per-call basis by dialing *67 + Destination Number + TALK (or a 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 device. Rates are available at <https://patriotmobile.com/apps/help-center#!hc-do-you-offer-international-calling-plans>. Please contact Member Services at (877) 367-7524 to activate this feature.

In select countries, you may use your Patriot Mobile device to complete calls while traveling abroad. Prior to travel, you must call Member Services at (877) 367-7524 to initiate this feature. Patriot Mobile’s ability to provide this feature is dependent upon its relationship with other wireless carrier networks **and included countries can be changed by these carriers without notice**. Your ability to use Patriot Mobile Service while traveling abroad depends on your device type. **Please note that substantial charges may be incurred if your device is taken out of the U.S. even if international roaming is not intentionally used**. Many devices have preloaded and downloaded apps that transmit and receive data without user intervention and can generate unexpected charges when your device is powered on outside the U.S. To prevent unexpected international charges while traveling abroad, we recommend that you keep your device turned off or in airplane mode when it is not in use.

Your rate plan may include the capability to send and receive calls and text messages and use data for international roaming. Certain eligibility restrictions may apply to international roaming, which may be based on wireless service tenure, payment history, and/or credit. We may in our sole discretion block or remove your ability to use international roaming until our eligibility criteria is met.

International roaming rates apply to any calls made or received, messages sent, and data used while outside the United States. International roaming rates are subject to change without notice and vary by country. **If you do not subscribe to an international roaming package or plan, you will be charged pay-per-use rates that may be substantially higher on a per unit basis than international package rates**. Coverage within other countries and territories may vary depending on your device type, plan and package and may be changed by us at any time without notice.



Lost or Stolen Equipment

If your device or other equipment is lost or stolen, you must notify us by calling Member Services at (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 the 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 ("**Patriot Care**"). Contact Patriot Mobile for more details. Patriot Care is not sold in the following states: California, Florida, and Washington.

Charges

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

- recurring monthly Service charges,
- usage charges (voice, text, data, and domestic and international),
- connection fees,
- miscellaneous 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 SEND (or similar key) and end when the call is terminated. To ensure the call is terminated, you must press END (or a similar key).

Charges for voice Services are incurred in one-minute increments, and partial minutes of use are rounded up to the next highest minute. Data and MMS/SMS usage is measured in bytes, kilobytes, megabytes, and gigabytes. Bytes are rounded up to the next highest 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 at intermittent collection points 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. When you are charged a fixed price per KB, 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. Patriot Mobile’s acceptance of late or partial payments does not waive any of our rights to insist upon payment of the full amount due. You will also be charged a fee for each and any check or other instrument (including credit card charge-backs) returned unpaid for any reason (subject to applicable law and except as may otherwise have been expressly agreed in writing).

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. Subject to, and insofar as not contrary to applicable law, we will not be responsible or liable for any negative or adverse consequences that may arise as a result of our reporting your Account or payment information or history to any third-party credit reporting or collections agency.

AutoPay

Enrollment in AutoPay is required to initiate Service with Patriot Mobile and must be maintained as a condition to use of the Service. By enrolling in an automatic credit card billing, automatic payment, or electronic funds transfer plan, you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method, authorize Patriot Mobile to store this information, and authorize Patriot Mobile to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel Service. You agree to provide Patriot Mobile with updated credit or debit card or bank account information when needed by calling Member Services at (877) 367-7524 or updating such information in your Account online. You acknowledge that, if your card issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we are not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee.

Advance Payments/Deposits

We may refuse to provide Services or require an advance payment, a nonrefundable payment, a deposit, or other form of credit requirement if we determine that you may be a credit risk due to (1) your credit rating; (2) insufficient credit history; (3) previous late payments, suspension, disconnection, or restoration of Service; or (4) fraudulent or abusive use of any Services within the last five years. We may also require you to make an advance payment and/or a deposit to either (1) benefit from a device promotion, or (2) enter into a device installment plan. We will not pay interest on advance payments or deposits unless required by law. We may, however, require special payment terms, such as additional advance payments or deposits, if we determine that the initial payment was inadequate. We may establish limits and restrict Services or features as we deem appropriate and we may immediately interrupt or suspend Services until your balance is brought below the limit we set for you. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Patriot Mobile of satisfactory payment history or as required by law, Patriot Mobile may begin refunding deposits through bill credits or cash payments or as otherwise determined solely by Patriot Mobile. Advance payments or deposits to enter into a device installment plan will not be returned unless you exercise one of your **14-day Trial Period Rights**. These payments will be applied toward the device’s price and used to reduce your monthly installment. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

Device Activation Fee



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

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.

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. **If you fail to dispute charges within the 90-day time period you’ll have waived your rights to dispute the bill and to participate in any legal action raising that dispute. This limitations period does not apply in any state in which such contractual notice provisions are prohibited.**

To notify us of any dispute, call Member Services at (877) 367-7524. We will not consider calls to our sales or general business offices as 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.

Cancellation of Services by You

We hope to keep you as a life-long customer, but things happen. If you need to cancel your Service here is what you need to know.

You can cancel either a month-to-month Service Plan or a minimum contract term Service Plan within 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 without penalty, except as described in the 14-Day Trial Period and 14-Day Device Return Policy section, above without payment of an Early Termination Fee.

You can also cancel any individual line of Service on your Account or your whole Account at any time. You must pay all amounts owed for Service used prior to cancellation and through the end of the billing period, including applicable taxes, surcharges, and other fees. If you entered into an Agreement for a minimum contract term, you must also pay the Early Termination Fee and/or repay the Contract Buy-Out credit, as specified above, if you cancel a line of Service or your Account prior to the expiration of the minimum term.

Termination or Suspension of Services by Patriot Mobile

Patriot Mobile reserves the right, in its sole discretion and without notice or limitation, to limit data throughput speeds or quantities or to modify, suspend, or discontinue any function or feature of any Service, including your rates or charges, or to terminate your Service entirely, for any reason. This may include, but is not limited to, remaining in governmental and regulatory compliance (laws and policies), protecting the interests of Patriot Mobile, our suppliers, and our members, using our Service in a manner that is unlawful, infringes on intellectual property rights, harms or unduly interferes with the use of Patriot Mobile’s network or systems, or otherwise constitutes a prohibited voice, text or data use, as detailed below.

The following are examples of prohibited 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 "autoresponders," "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" 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 (vii) for any other reason that, in our sole discretion, violates our policy of providing Service for individual use.

Regardless of the reason we terminate your Services you must pay all amounts owed for Service used prior to cancellation and through the end of the billing period, including applicable taxes, surcharges, and other fees. In addition, if you entered into an Agreement for a minimum contract term, you must also pay the Early Termination Fee and/or repay the Contract Buy-Out credit, as specified above, if we terminate your Agreement or cancel a line due to misconduct by you, including any Authorized User of your Account, prior to the expiration of the minimum term.

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 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 based on 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 way 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 fee, 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 are 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.

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 lack of Service availability in any specific country or particular location within a country;
- 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, devices, 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 device;
- any Mobile Content you install on your device or other equipment;
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents; and/or
- any use of your device or other equipment whether authorized by you.

This section survives the termination of this Agreement.

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, 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.

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. We also do not warrant or guaranty that Service will available in any country, or particular location in a country and **Patriot Mobile shall not be liable, whether in contract, warranty, strict liability, tort, or otherwise, based in whole or part, on gaps in Service.** 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 anti-virus and other Internet security protections when accessing these third-party products or services. This section survives the termination of this Agreement.

Assignment

Patriot Mobile may assign this Agreement or parts of this Agreement to any non-affiliated third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising from it without our prior written permission. Upon any assignment of this Agreement by Patriot Mobile, all references in this Agreement to "**Patriot Mobile,**" "**we,**" "**us,**" or "**our**" shall refer solely to the assignee of this Agreement and shall no longer refer to Patriot Mobile or its affiliates. From the date of an assignment by Patriot Mobile, Patriot Mobile will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that Patriot Mobile will have no liability or obligation to you if this Agreement is assigned by Patriot Mobile, and your recourse for any liabilities or obligations shall be solely limited to the assignee of this Agreement.

No Third-Party Beneficiaries

Except as stated in this Agreement, anyone who uses or benefits from your Services is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

Operational Limits/Force Majeure

Patriot Mobile's ability to provide Services to you is subject to the availability and the operational limitations of the requisite equipment and associated facilities, including third party networks that Patriot Mobile does not control. You understand and agree that Service may be temporarily refused, interrupted, curtailed or otherwise limited because of transmission limitations caused by any factor, including, but not limited to, physical obstructions; network congestion; atmospheric, environmental or topographical conditions; system and/or facilities interference, limitations or constraints; or system and/or facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the facilities. You further understand that You may encounter temporary capacity-constraint-related symptoms, such as excessive call blocking, call dropping, or data-throttling in highly concentrated usage locations. Patriot Mobile shall not be liable for any such temporary interruptions, delays, or capacity constraints.



In addition, Patriot Mobile is not responsible for interruptions or delays caused by events outside its control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond Patriot Mobile's reasonable control.

This section survives the termination of this Agreement.

No Waiver

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.

Choice of Law

This Agreement is governed by and construed under the laws of the state of Texas, except to the extent that such law or laws is preempted by or inconsistent with applicable Federal law. This section survives the termination of this Agreement.

Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

Survivability

The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Section Headings

Section headings in this Agreement are for descriptive purposes only and are not used to interpret this Agreement.

Entire Agreement

This Agreement constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us or any reliance on marketing materials or statements or promises by Patriot Mobile employees or agents.

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.

State-Specific Terms

California: Unauthorized Charges: You are not liable for charges you did not authorize, but the fact that a call was placed from your device is evidence that the call was authorized. Unauthorized charges may include calls made to or from your device or other device after it was lost or stolen. Once you report to us that the device is lost or stolen, and your device is suspended, you will not be responsible for subsequent charges incurred by that device. You can report your device as lost or stolen and suspend Services without a charge by contacting Patriot Mobile Member Services at (877) 367-7524.



If you notify us of any charges on your bill you claim are unauthorized, we will investigate. If there are charges on your bill for calls made after the device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements, and other information to show any charges were not authorized. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it. While your device is suspended you will remain responsible for complying with all other obligations under this Agreement, including but not limited to, your monthly fee. We both have a duty to act in good faith and in a reasonable and responsible manner including in connection with the loss or theft of your device.

Connecticut: Questions About Your Service: If you have any questions or concerns about your Service, please contact Member Services at (877) 367-7524. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority. Online: ct.gov/pura; Phone: (800)382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico: If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941; Telephone: (787)756-0804 or (866)578-5500; Online: jrtrp.gobierno.pr.