

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND PATRIOT MOBILE LLC ARE EACH GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. DETAILS ARE SET FORTH BELOW. PLEASE REVIEW CAREFULLY.

1. Acceptance of Terms

This website is published, owned, and operated by or on behalf of Patriot Mobile LLC, its affiliates, subsidiaries, and related entities (“Patriot Mobile,” “we,” “us,” “our,” or “Company”). These Terms of Use (“Terms”) govern your access to and use of any Patriot Mobile website, portal, application or extranet, or the services provided on any Patriot Mobile website or app and all websites or apps where these Terms are posted, including any subdomains and mobile versions (collectively, the “Services”).

By visiting, accessing, browsing, submitting information to, creating an account, using and/or shopping on the Services, you (referred to throughout the Terms as “you”) agree and acknowledge that you have read, understood, and agree to be bound by these Terms and to comply with all applicable laws. **If you do not agree with these Terms, please do not use the Services.**

If you are a Patriot Mobile customer, you are also bound by the Patriot Mobile Terms and Conditions and any other terms that apply to your plan or service (the “Terms and Conditions”). If any provision of these Terms conflicts with any term in the Terms and Conditions, the Terms and Conditions apply. If you are a Patriot Mobile service provider, dealer, agency, contractor, or an employee of any of these entities, your use of the Services may also be subject to your binding agreement with Patriot Mobile, and if any provision of these Terms conflicts with any term in your agreement with Patriot Mobile, the terms of your agreement with Patriot Mobile applies.

2. Eligibility to Access the Services

You represent that you are at least 18 (or, if you are a Puerto Rico resident, at least 21) and that you have the authority to accept these Terms. You must provide accurate registration information to create an account in order to use the Services. If we believe that your information is incorrect or incomplete, we may prevent you from accessing the Services, terminate or suspend your account, or otherwise limit or restrict your use or Services.

Your use of the Services is limited to non-commercial, personal use only. We grant you temporary access to the Services and a limited, non-exclusive, revocable, and nontransferable license to access and use the information contained within the Services solely for your personal or internal business use and in accordance with these Terms, the Patriot Mobile Terms and Conditions, and

any other terms that apply to your plan or service. We may limit the number of times you can visit or log in to the Services within a certain period of time. We also reserve the right, in our sole discretion, to terminate your access to the Services, or any portion thereof, at any time, without notice. You agree not to access the Services by any means other than through the interface that is provided by Patriot Mobile for use in accessing the Services.

3. Purpose of the Services

Patriot Mobile determines the purposes for which it offers the Services. These purposes include a) providing an online space for conservative news, opinion, and activism; b) distributing information about Patriot Mobile products and services; c) providing an online method whereby individuals may use or place orders for such products and services; d) providing an online method whereby members may manage their Patriot Mobile accounts; and e) providing a mobile application for certain services.

4. Availability of the Services

We are constantly seeking to improve and enhance the Services and, unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms. You understand and agree that the Services are provided “AS-IS” and that Patriot Mobile assumes no responsibility for the accuracy or availability of the Services or any information posted on them by other users, or the timeliness, deletion, delivery, or failure to store any user communications or personalization settings.

Patriot Mobile reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any parts thereof) with or without notice, in Patriot Mobile’s sole discretion. You understand and agree that Patriot Mobile shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. Temporary interruptions of the Services may occur as normal events.

To access the Services, you must have access to the Internet and related equipment or software, which is your responsibility to obtain at your own expense. You acknowledge that you are solely responsible for upgrading and configuring your systems to be, and remain, compatible with the Services. Patriot Mobile has no control over third-party networks you may access during your use of the Services; therefore, delays and disruption of other network transmissions are completely beyond Patriot Mobile’s control.

5. Privacy Policy

For information about how we collect, use and share Personal Information, please refer to our [Privacy Policy on Patriotmobile.com](https://www.patriotmobile.com/privacy-policy)

6. Security

To access some features of the Services, you may need a username, account name, or password (“Account Information”). You are responsible for maintaining the confidentiality of your Account Information. You agree to accept responsibility for all activities that occur under your Account Information, and to notify Patriot Mobile immediately if the confidentiality of your Account Information is compromised. Patriot Mobile will not be liable for any loss that you incur as a result of someone else using your Account Information. To protect the security of the Services and your account, we may, at our sole discretion, terminate or suspend your account, change your username or password, request additional information before we authorize transactions on your account, or take other reasonable actions.

7. Your Obligations

In consideration of your use of the Services, you agree to use the Services as intended by Patriot Mobile, and to refrain from any misuse of the Services, or any other services or systems made available to you by Patriot Mobile. Misuse of the Services includes, but is not limited to, any action that compromises the Services or the services, systems, or information contained therein. Additionally, you agree that you will not:

- use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of them.
- alter or modify the Services.
- use the Services or its contents for any purpose that is unlawful or prohibited by these Terms.
- resell any aspect of the Services.
- share, reproduce, duplicate, copy, sell, trade, exploit, or use the Services for any commercial use (other than the purchase of products and services offered for sale) without the prior written authorization of Patriot Mobile.
- bypass or circumvent measures we may use to prevent, interfere, or limit access to the Services or any Patriot Mobile network.
- use the Services to send altered, deceptive or false source-identifying information.
- use the Services to intercept, collect or store Personal Information about other users.
- attempt to gain unauthorized access to any other user’s account, computer systems or networks associated with Patriot Mobile or the Services.
- access, monitor, or copy any content or information on the Services using any robot, spider, scraper or other automated means or any manual process.

- decompile, disassemble or reverse engineer any of the software or content used in any part of the Services or any Patriot Mobile network.
- introduce or send any virus, Trojan horses, worms, logic bombs or use any malicious programs or techniques in connection with the Services.
- impersonate or attempt to impersonate Patriot Mobile, a Patriot Mobile employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
- overload or crash the Services or any Patriot Mobile server or network.
- attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- collect or harvest personal information.
- use the website for commercial solicitation purposes, unless authorized in advance by Patriot Mobile.
- post or transmit through the Services any material which (in Patriot Mobile's sole discretion) is unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability, otherwise violates any law, could be detrimental to Patriot Mobile, or provides support or resources to any organization designated by any government as a foreign terrorist organization;
- engage in excessively high-volume data transfers or bandwidth use, including without limitation by hosting a web server, internet relay chat server or any other server via any use of the Services.
- infringe the copyright, trademark, patent right, trade secret or other proprietary right of anyone, including rights of publicity and privacy, of the Services.
- use the Services post or transmit:
 - any content for which you were compensated or granted any consideration by any third party.
 - any information you are prohibited from transmitting by contract or confidential relationship.
 - any material that exploits or harms minors (any person under the age of 18) in any way, intentionally or unintentionally, including by exposing minors to content that is inappropriate, providing minors' personally identifiable information, or seeking to obtain personally identifiable information from minors.

You agree that Patriot Mobile shall have the right, but not the obligation, to monitor the content on the Services and to remove any material that Patriot Mobile, in its sole discretion, finds to be in violation of the provisions herein or otherwise objectionable. Without limiting the foregoing, Patriot Mobile, and its designees, shall have the right to remove any material that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any such material, including any reliance on the accuracy, completeness, or usefulness of such material. In this regard, you acknowledge that you may not rely on any material created or linked to by Patriot Mobile or submitted to Patriot Mobile.

8. Termination

Patriot Mobile reserves the right to disable, terminate or restrict your use of the Services at any time, without notice, for any or no reason whatsoever. Patriot Mobile reserves the right to determine, in its sole discretion, whether your engagement with the Services is appropriate and complies with these Terms. Except as provided under Claims of Copyright Infringement/DMCA Notices, Patriot Mobile may remove any materials you submit to the Services, without prior notice and at Patriot Mobile's sole discretion. Any rights you have in accessing the Services shall terminate upon the deactivation or termination of your account or the termination of these Terms with you.

9. Intellectual Property Rights

9.1 Your License to Use the Services

Patriot Mobile grants you a limited, non-exclusive, non-transferable, revocable license to use the Services for your personal, household, informational, and non-commercial purposes only, subject to the other terms and conditions set out in these Terms.

Title to any copyright, trademark, patent, trade secret, or other intellectual property right in the Services remains with Patriot Mobile or its licensors. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate the intellectual property rights of Patriot Mobile or a third party.

All rights not expressly granted herein are reserved to Patriot Mobile and its licensors. You acknowledge that you do not acquire any ownership rights by accessing or using the Services. Except as expressly authorized by Patriot Mobile, you may not modify, publish, transmit, display, reproduce, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content, in whole or in part.

If any part of the Services includes the provision of a specific IP address, URL or other designation for your use, you acknowledge and agree that you will not receive any proprietary or ownership rights in such designation, and that we may change your IP address, URL or other designation at any time.

9.2 User-Generated Content

The Services may have features that let you submit content or communicate with Patriot Mobile, other users, and the general public, such as email, posting comments, reviews or ratings, participating in chats or forums, and uploading files. Any questions, comments, suggestions, ideas, plans, notes, drawings, images, photographs, pictures, information and other materials you submit via the Services are referred to here as “User-Generated Content.”

By sharing User-Generated Content on the Services, you warrant and represent that you own or control all of the rights necessary to use your User-Generated Content. You grant Patriot Mobile a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to (i) use, reproduce, modify, adapt, publish, translate, transmit, create derivative works from, distribute, disclose and publicly display and perform your User-Generated Content for commercial purposes in any media now known or hereafter developed; and (ii) publish the name that you submit in connection with your User-Generated Content, in Patriot Mobile’s sole discretion.

By posting User-Generated Content that contains images, photographs, pictures or that may otherwise be graphical in whole or in part (“Images”), you represent that each person depicted in any Image has provided consent to the distribution, public display and reproduction of any Image. You are fully responsible for any damage or harm resulting from your User-Generated Content, and we assume no liability for User-Generated Content posted or submitted by you or other users.

9.3 Feedback

All communications, feedback, questions, comments, suggestions, proposed features, and the like (collectively “Feedback”) you submit to us through the Services or otherwise will be considered non-confidential and non-proprietary with regard to you, but we reserve the right to treat any such Feedback as Patriot Mobile confidential information.

By submitting Feedback to us, you assign to us, free of charge, a perpetual, irrevocable, worldwide license to create derivative works, distribute, reproduce, perform, display, and otherwise use, any intellectual property rights or proprietary information and ideas contained within any such Feedback, including without limitation the right to sublicense or assign any of the foregoing. We will be entitled to use any Feedback you submit to us, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing and marketing products and services using such Feedback without restriction and without notifying or compensating you in any way.

Please do not send us any information or materials for which you do not wish to grant us such rights, including, without limitation, any confidential information or any original creative materials such as product ideas, written materials, photographs, original artwork, or computer code. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, their truthfulness and accuracy.

10. Third-Party Sites and Content

The Services may contain links to websites controlled or operated by persons and companies other than Patriot Mobile, persons other than Patriot Mobile may display and make available content, data, services and products through the Services, or Patriot Mobile may link to, host, or operate websites as a service for retailers or our other partners (“Third-Party Sites”). You acknowledge that Patriot Mobile is not a publisher of, does not control or endorse, and is not responsible or liable for, any such Third-Party Sites or their content, we do not control Third-Party Sites and we are not responsible for their content, their privacy practices, or any other policies provided on those websites. Managers and hosts of interactive forums on the Services (e.g., blogs) are not authorized Patriot Mobile spokespersons, and their views do not necessarily reflect those of Patriot Mobile.

Your correspondence or business dealings with, or participation in promotions of, advertisers and/or merchants found on or through the Services, other than Patriot Mobile, including payment and delivery of related goods or services or websites, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser and/or merchant. You agree that Patriot Mobile shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers and/or merchants on the Services.

11. Third-Party Applications

You acknowledge that your access and use of any third-party applications or software on or through the Services and third-party content (the “Third-Party Applications”) is at your discretion and risk, and Patriot Mobile has no liability to you arising from your use of the Third-Party Applications. Patriot Mobile hereby disclaims any representation, warranty, or guaranty regarding the Third-Party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-Party Applications, and you agree to indemnify and hold Patriot Mobile harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-Party Applications.

12. Claims of Copyright Infringement/DMCA Notices

Patriot Mobile respects the Intellectual Property Rights of others and is committed to complying with U.S. Copyright laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”). The DMCA provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet.

If you believe that material available on the Services or residing on our system or network infringes a copyright of yours or a third party for whom you are authorized to act, please notify our Designated Agent by using the procedures described in the DMCA and below. After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA. Our Designated Agent under the DMCA is DMCAcompliance@patriotmobile.com

The notice must include the information as provided by the DMCA, 17 U.S.C. § 512(c)(3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Patriot Mobile to locate the material.
4. Information reasonably sufficient to permit Patriot Mobile to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that material you have placed on Patriot Mobile's system or network has been removed by mistake or as the result of an improper take down notice, you may send our Designated Agent, identified above, a "counter notification" containing the following information as provided by the DMCA, 17 U.S.C. § 512(g)(3):

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Patriot Mobile may be found, and you will accept service of process from the person who provided notification that led to the mistaken removal of your material or an agent of such person.

There are substantial penalties for sending false notices. It is Patriot Mobile's policy, in appropriate circumstances and in its sole judgment, to suspend or terminate the service of any subscriber, account holder, or user who is deemed to be a repeat or blatant infringer of copyrights.

13. Promotional Codes

From time to time, you may receive a promotional code provided by or on behalf of Patriot Mobile redeemable for certain promotions or offers ("Codes"). Such Codes have no cash value, are non-transferable and may have an expiration date, as well as other limitations and restrictions identified by a promotion. Codes may be found on or in product packaging, through Internet and other digital promotions, on brochures, notices (electronic, online, TV, radio), or other materials. A Code may only be entered once unless otherwise expressly permitted by Patriot Mobile. We are under no obligation to release, continue to release, honor, or maintain any Codes or maintain any services or features provided through Code redemption. Patriot Mobile reserves the right to limit, modify, or discontinue services and features accessed by Codes for any reason even after such service/feature has been redeemed, at our discretion and without prior notice to you.

14. Pricing and Information

Patriot Mobile does not warrant that the content on the Services is accurate, complete, or current. Despite our efforts, items on the Services may be mispriced and product and service descriptions may be inaccurate. Patriot Mobile reserves the right to correct any inaccuracies or omissions on the Services, to revoke any offer, to cancel your order, and to take any other actions it deems reasonable or necessary to rectify the error, regardless of whether charges have been applied to your account or credit card.

15. Warranty Disclaimers

THE SERVICES AND THEIR CONTENTS ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND UNLESS AND TO THE EXTENT ANY WARRANTIES ARE EXPRESSLY INCLUDED IN THE ADDITIONAL TERMS FOR ANY SERVICE. TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, PATRIOT MOBILE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, PATRIOT MOBILE MAKES NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE SERVICES. YOU SPECIFICALLY ACKNOWLEDGE THAT PATRIOT MOBILE IS NOT LIABLE FOR INACCURATE CONTENT POSTED BY, OR THE DEFAMATORY, OBSCENE, OR UNLAWFUL CONDUCT OF, OTHER THIRD PARTIES OR USERS OF THE SERVICES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. PATRIOT MOBILE DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, OR

ERROR-FREE. PATRIOT MOBILE FURTHER MAKES NO WARRANTY THAT THE SITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT THEY WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT PATRIOT MOBILE AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE SERVICES OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST PATRIOT MOBILE FOR DISSATISFACTION WITH THE SERVICES OR THE CONTENT IS TO CEASE YOUR USE OF THE SERVICES AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEN THE AGGREGATE LIABILITY OF THE COMPANY UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

16. Limitations of Liability

UNDER NO CIRCUMSTANCES SHALL PATRIOT MOBILE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE SERVICES OR ANY THIRD-PARTY SITE, OR ANY THIRD-PARTY APPLICATION, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE SERVICES, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN, OR FORESEEABLE, EVEN IF PATRIOT MOBILE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE SERVICES SUBJECT TO THESE TERMS, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR." THE TOTAL AGGREGATE LIABILITY OF

PATRIOT MOBILE WITH REGARD TO YOUR USE OF THE SERVICES TO WHICH THESE TERMS APPLY, SHALL NOT EXCEED FIVE U.S. DOLLARS (\$5.00).

17. Indemnification

You agree to indemnify, defend, and hold harmless Patriot Mobile, its affiliates, subsidiaries, licensors and services provides and such parties' officers, directors, employees, agents, licensors and suppliers from and against any claims, causes of action, demands, losses, expenses, damages, penalties, liabilities, judgments, awards, expenses, fees or other costs, including but not limited to reasonable attorneys' fees, brought by third parties as a result of: (i) your violation of these Terms, the Patriot Mobile Terms and Conditions or other applicable terms to your plan or service; (ii) your use of the Services and/or any content from the Services; (iii) any User-Generated Content you supply; or (iv) your violation of any law or the rights of a third party.

18. Governing Law

These Terms are 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 termination of these Terms.

19. Dispute Resolution by Mandatory, Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

In the unlikely event that Patriot Mobile that a dispute arises between Patriot Mobile and you, and if Patriot Mobile has not been able to resolve the dispute 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 Services and these Terms. 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 these Terms 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 FAA governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

The FAA applies to these Terms 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 Patriot Mobile LLC, C/O CFO, 1527 W. State Hwy 114, Suite 500 PMB 297, Grapevine, TX 76051 (“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 \$10,000.00 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 AAA Rules. If your claim exceeds \$10,000.00, the right to a hearing will be determined by 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 \$75,000.00 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.

20. Electronic Communications

When you visit or use the Services, or send emails to us, you are communicating with us electronically. You consent to receive communications from Patriot Mobile electronically. You agree that this electronic document and any other electronic agreement, notice, or other communication that we provide to you meets any legal requirement that such communication be in writing.

21. Revisions of Terms of Use

We may change these Terms without advance notice. Please visit this page periodically to see the most current Terms that govern your use.

22. Severability

If any part of these Terms is determined to be invalid or unenforceable for any reason under relevant law, then that part will be deemed replaced with a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining Terms will continue in full force and effect. Patriot Mobile's failure to enforce strict performance of any part of these Terms does not waive any of our rights. Patriot Mobile may assign its rights and duties under these Terms to any party at any time.

23. No Joint Venture

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Patriot Mobile as a result of these Terms. You may not assign these Terms without the prior written consent of Patriot Mobile in all instances. Patriot Mobile may assign these Terms, in whole or in part, at any time. Patriot Mobile's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Patriot Mobile's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Patriot Mobile with respect to such use.

24. Entire Agreement

Other than as may be set forth in these Terms, Patriot Mobile Terms and Conditions, any other terms that may apply to your plan or service, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and Patriot Mobile with respect to the Services, and supersede all prior and contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company related thereto. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

25. Patriot Mobile Contact Information

You may contact us using the methods described on the Contact Us page at: <https://www.patriotmobile.com/contact-home/>.