

EXHIBIT 1-27

TERMS AND CONDITIONS



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By submitting your email address, you agree to receive emails from Life Wireless regarding Life Wireless products and services.

Terms and Conditions

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES IN SECTION 9 BELOW THAT IS APPLICABLE TO YOU AND US.

Telrite Corporation d/b/a Life Wireless Terms and Conditions and Agreement to Arbitrate Disputes and Judge or Jury Trial Waiver

Last Updated: October 10, 2024

This Agreement governs the provision of the Services by Telrite Corporation d/b/a Life Wireless ("Life Wireless" the "Company," "we," "us," or "our") to you ("your," "applicant," "customer," "subscriber," "participant," or "user") and your use of the Services and Devices. As used in this Agreement, the term: (A) "Services" means voice telephony ("talk"), text messaging ("text"), broadband Internet access services ("data"), and any other services provided to you by Life Wireless, services and devices subject to federal and state Lifeline discounts and Affordable Connectivity Program discounts, and prepaid wireless service; (B) "Device" means any phone, smartphone, accessory, or other device provided or sold to you by Life Wireless or that you activate or use with our Services (note that certain functions are only available when using a

voice enabled Device; tablets provided or sold to you by Life Wireless are not voice enabled); and (C) “Underlying Carrier” means the wireless provider whose facilities we use to provide you wireless Services. The complete Agreement between you and Life Wireless consists of:

a. these Terms and Conditions, including the Acceptable Use Policy and the binding arbitration clause; b. any terms of service associated with your selected Service Plan; c. our Privacy Policy, available at <https://www.lifewireless.com>; d. our Broadband Transparency Policy, available at <https://www.lifewireless.com>; e. our Accessibility Policy, available at <https://www.lifewireless.com>; and f. any other policies or documents incorporated herein or therein by reference.

To the extent that any provision or clause in these Terms and Conditions conflicts with any provision or clause of our more specific policies or a specific service plan offer, the terms of those specific documents will govern. Any tariff we have filed with a state commission is for informational purposes only. To the extent that any provision of a tariff is inconsistent with the terms of the Agreement, the terms of the Agreement shall apply and the terms of the tariff shall not apply.

California residents should read the California Terms and Conditions instead of these [Terms and Conditions](#).

Other state-specific terms and conditions at the end of this document may apply to you depending on your state of eligibility.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY as they contain important information about your rights and obligations related to the Services and Devices we provide to you. These Terms and Conditions: (1) require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions; (2) limit our liability and the remedies available to you in the event of a dispute; (3) permit us to terminate, suspend, modify, or limit your Services at any time, without prior notice, and for any reason, including your violation of these Terms and Conditions; and (4) reserve our right to modify these Terms and Conditions at any time, in our sole discretion, and with limited notice requirements, with most modifications becoming binding on you once posted on our website, which you should check regularly for updates.

THIS AGREEMENT BECOMES EFFECTIVE AND LEGALLY BINDING ON YOU WHEN YOU: (a) initiate, enroll in, or subscribe to the Services; (b) use or attempt to use the Services; (c) pay for the Services; (d) upgrade or modify the Services, (e) start any application, program, or software that states you are accepting this Agreement, or (f) accept the Services or Agreement through any written, oral, or electronic statement or signature. This Agreement continues until we or you terminate your

Services. You must be 18 years or older to enter into this Agreement. When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for our Services. If you disagree with any of the terms or conditions stated herein or you are not 18 years of age, do not initiate Services with us, or contact our Customer Service immediately to terminate your Services by dialing 611 from your Device or calling toll-free at 1-888-543-3620. We may deny requests to subscribe to our Services for any lawful reason.

1. FEDERAL LIFELINE PROGRAM

1.1. Program Description

Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company ("USAC"). The federal Lifeline program provides discounts on monthly communications services for eligible consumers, including voice calls, text messages, and broadband Internet access services. Discounts are applied to the retail rates of our Lifeline Service Plans (discussed in Section 3) for our eligible subscribers. In some states, Lifeline service is also supported by discounts available from state universal service funds and may be administered by state administrators.

1.2. Application Process

To request enrollment in our Lifeline-supported services, you must complete a Lifeline service application. The application requires that you certify, under penalty of perjury, that you understand and agree to the laws, regulations, and other requirements for receiving Lifeline services. By completing an application, you consent to us or our representatives assisting you with applying for Lifeline services or doing so on your behalf and to the release of any information (e.g., name, telephone number, address, and eligibility information) necessary to process your application or for administration of Lifeline services to federal and state government entities, USAC, or other administrators of the Lifeline program. Failure to consent will result in denial of Lifeline services. This consent is ongoing while you are our Lifeline subscriber and survives any termination of this Agreement.

1.3. Eligibility

To be eligible for our Lifeline Services, you must meet the applicable eligibility standards. For the federal Lifeline program, eligibility standards are determined by federal regulation. For state-specific Lifeline programs, eligibility standards are determined by the appropriate state

body and vary by state. These state and federal eligibility requirements include program-based eligibility or income-based eligibility. You must also be at least 18 years old (unless you are an emancipated minor) and must not be listed as a dependent on another person's tax return (unless over the age of 60). Eligibility is determined when applicants enroll in federal and state eligibility databases, which may request documentation as evidence of an applicant's eligibility. Acceptable documentation is determined by USAC and state third-party administrators and will be explained to you when such documentation is requested.

Program-Based Eligibility – Our subscribers may qualify for program-based eligibility if they participate in one or more of the following programs:

a) Programs applicable to all subscribers:

1. Supplemental Nutrition Assistance Program (SNAP)
2. Section 8 Federal Public Housing Assistance (FPHA)
3. Medicaid (not Medicare)
4. Supplemental Security Income (SSI)
5. Veterans and Survivors Pension Benefit

b) Additional programs applicable to subscribers residing on Tribal lands:

1. Food Distribution Program on Indian Reservations (FDPIR)
2. Bureau of Indian Affairs General Assistance (BIA)
3. Tribally Administered Temporary Assistance for Needy Families (TANF)
4. Tribal Head Start (meeting income qualifying standards)

Income-Based Eligibility – You may qualify for income-based eligibility if your total gross income is at or below 135% of the Federal Poverty Guidelines. Federal regulations define "gross income" as all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code.

1.4. One Per Household Rule

Under federal law, only one Lifeline benefit is permitted per household, which may be applied to wireless or landline service. For purposes of the Lifeline program, a household is defined as any individual or group of individuals who live together at the same address and share income and expenses. Separate households that live at the same address are eligible, including, for example, residents of homeless shelters and nursing homes. A household is not permitted to receive Lifeline benefits from multiple providers, but the Lifeline benefit associated with your household may be transferred from another provider to us.

1.5. Availability

Our Lifeline service is only available to applicants who reside in the areas in which we have been designated as an Eligible Telecommunications Carrier (“ETC”). To receive our Lifeline services, an applicant’s principal and permanent residential address must be within our ETC service area. Applicants cannot apply for Lifeline service using a second home or business address. If you move to a new address, you must provide us with that new address within 30 days of moving. Visit <https://www.lifewireless.com> to check whether you reside in our ETC service area

1.6. Annual Recertification

Lifeline subscribers are required to recertify, on an annual basis from the date of their service initiation, that they continue to meet eligibility requirements and other qualifications to receive Lifeline services. Recertification is conducted or facilitated by USAC or state third-party administrators, but we may send you text messages reminding you to complete your recertification. If a subscriber fails to complete the annual recertification by the deadline, we will notify the subscriber that the subscriber will be de-enrolled from the Lifeline program. If the subscriber fails to recertify by the deadline or no longer meets eligibility requirements or other qualifications, the subscriber will be de-enrolled from the Lifeline program and the phone number the subscriber was using may be assigned to another subscriber. To continue utilizing the Services, the subscriber may re-enroll in our Lifeline Program, if eligible, or choose from any of the then available prepaid plans under the applicable terms and conditions for that plan. Upon re-enrollment, the subscriber may be assigned a new phone number.

1.7. Ongoing Eligibility Verification

You must notify us within 30 days if for any reason you no longer satisfy the criteria for receiving Lifeline services, including if (1) you no longer meet the income-based or program-based eligibility criteria, or (2) you or a member of your household begins receiving another Lifeline benefit. We may conduct checks to verify your continued eligibility for receiving Lifeline service at any time. If we determine that you no longer satisfy the criteria, we will de-enroll you from our Lifeline service and deactivate your Services.

1.8. Non-Transferable and Non-Assignable

Eligibility for Life Wireless is personal to you. Under federal law, you may not transfer to any third party any of your rights or benefits received under our Service, including, but not limited to, any voice, text, or data

allotments you receive to use our Services. Similarly, you may not assign your rights or delegate any of your duties to any third party, including any individual that may be eligible to receive Lifeline service, without our prior written consent, and any attempted assignment or delegation without such consent shall be void. We may assign all or part of these terms or your debts to us without notice.

1.9. Usage Requirement

To maintain our Lifeline service, FCC regulations require that, unless a subscriber has a regular billing and payment relationship with us, the subscriber must use the service every 30 days. Subscribers can “use” the Services by: (1) completing an outbound call, sending a text message, or using data; (2) purchasing minutes or data from us to add to the subscriber’s service plan; (3) answering an incoming call from a party other than us; or (4) responding to direct contact from us and confirming that the subscriber wants to continue receiving the Lifeline service. At or before 30 days of non-use, we will provide subscribers with notice that failure to use the Lifeline services within a 15-day notice period will result in de-enrollment. We may also send text messages reminding a subscriber to use the service. If a subscriber does not respond to the notice or use the service before the end of the 15-day notice period, we are required to and will de-enroll the subscriber from Lifeline service. At that time, the subscriber’s Services will be deactivated, except that the subscriber still will be able to use a voice enabled Device associated with the Services to contact 911 emergency services, provided it is charged and able to connect to a wireless network.

1.10. Fraud and Violation of Lifeline Rules

Lifeline is a federal benefit and any violation of federal or state Lifeline laws and regulations can result in fines, imprisonment, de-enrollment, or permanently being barred from the program. Willfully providing false or fraudulent information to obtain or continue to receive Lifeline benefits, violating the one-per-household limitation, or otherwise violating or failing to follow the Lifeline requirements or limitations all constitute violations of federal or state Lifeline laws or regulations. We may suspend or de-enroll you from receiving Lifeline-supported service, without notice, if we suspect or determine that you have engaged in fraud or violated any Lifeline laws or regulations.

1.11. De-enrollment

In addition to de-enrollment for any of the reasons described above, you may request to be de-enrolled from Lifeline service for any reason and at any time by contacting our Customer Service. De-enrollment requests

(including name, wireless number, and identity related information) can be made by phone (dialing 611 from your Device or calling toll-free at 1-888-543-3620), physical mail (Life Wireless, P.O. Box 2840, Covington, GA 30015), or electronically (via our website at <https://www.lifewireless.com>). Upon receiving a request, you will be de-enrolled within five (5) business days. Upon de-enrollment from the Lifeline program, you will no longer receive free minutes, text messages, or data each month and will be required to re-qualify for Lifeline service if you choose to enroll in another Life Wireless Lifeline service plan. Additionally, a subscriber may be de-enrolled at the request of a federal or state government authority.

1.12. Lifeline Benefit Transfer

You may transfer your Lifeline benefit from another Lifeline provider to us or from us to another Lifeline provider. We comply with the FCC's rules regarding transferring Lifeline benefits.

2. SERVICE PLANS AND “TOP UP” PLANS

2.1. Service Plans

Except as otherwise described in this Agreement, you must be enrolled in a Service Plan to utilize our Services. Wireless Service Plan descriptions, including rates and associated talk, text, and data allotments (collectively, “Allotments”), are available on our website at <https://www.lifewireless.com>. Service Plan availability, rates, and Allotments may vary by state and are subject to change at any time. You may not be eligible for certain Service Plans or rates. Service Plans that include allocations of voice minutes include caller ID, voicemail, call waiting, and 3-way calling. Lifeline discounts are automatically applied to the retail rate of the Service Plan you select, and you must pay any additional co-pay. Service Plans are non-refundable, cannot be transferred to any third party (including another Life Wireless account or customer), and may not be exchanged or resold. Notwithstanding the foregoing, we may, from time to time, provide refunds in its sole discretion. New subscribers select a Service Plan upon enrollment and existing subscribers can contact Customer Service to change their Service Plan by dialing 611 from their Device or calling toll-free at 1-888-543-3620. Service Plan changes are usually effective at the start of the next monthly service renewal date.

2.2. “Top up” Plans

Our wireless subscribers can purchase “Top up” Plans to receive allotments of talk, text, and data by calling our Customer Services by dialing 1-888-543-3620 or 611 from your Device. “Top up” Plans, including rates and associated talk, text, and data allotments, are available on our website at <https://www.lifewireless.com>. “Top up” Plan availability, rates, and Allotments may vary by state and are subject to change at any time. “Top up” Plans are non-refundable, cannot be transferred to any third party (including another Life Wireless account or customer), and may not be exchanged or resold. Notwithstanding the foregoing, we may, from time to time, provide refunds in its sole discretion.

2.3. Talk, Text, and Data Allotments

Talk, text, and data allotments have no cash value, are non-refundable, cannot be transferred to any third party (including another Life Wireless account or customer), and may not be exchanged, resold, redeemed, or substituted for cash, merchandise, or services. If you terminate your service, you will forfeit and are not entitled to a full or partial refund for any unused Allotments. Notwithstanding the foregoing, we may, from time to time, provide refunds in its sole discretion. If you use your full talk, text, or data allotment before the start of a new monthly cycle, the Service associated that allotment will be suspended for the remainder of the monthly cycle, except that you will be able to continue contacting emergency services by dialing 911 and our Customer Services by dialing 1-888-543-3620 or 611. Suspensions may occur while you are engaged in calls, text communications, or data usage, in which case, we are not responsible for any costs, losses, or damages caused by such interruptions, including to reestablish communications. You may check your Allotment balances at any time free of charge by dialing 611 from your Device or calling 1-888-543-3620. You are responsible for all usage of Allotments regardless of who uses or possesses your Device and regardless of whether the Device is used with your consent or knowledge. Unused Service Plan Allotments, including Top Up Allotments, expire on the last day of your monthly cycle and will not carry over to the next monthly cycle unless specifically provided for by the Service Plan.

2.4. Throttling

We may offer plans with data at throttled speeds. After any high-speed data allotment is used, speeds will be reduced to 256 kbps-equivalent until the end of your billing cycle. Subscribers that consume an additional 20GB of data at 256kbps speed will be further throttled down to 125kbps until the end of the billing cycle. You can upgrade your plan at any time to a plan with a higher high-speed data allotment, or you can add a data top up to your account at any time. This included allotment

will be available until used or for 30 days from the date of purchase, whichever comes first. You may notice changes in the performance of certain applications when you are on throttled usage. You are responsible for all data activity to and from your device, regardless of who initiates the activity. Some tips for conserving your data usage: (1) Use Wi-Fi whenever possible; (2) Download music to the device for offline use and avoid music streaming services like Pandora when not using Wi-Fi; (3) Only stream video like YouTube and Netflix when using Wi-Fi. Otherwise, you can download the video to your device while using Wi-Fi for later offline viewing.

2.5. Use of Voice Allotments

All incoming and outgoing voice calls on your Device, regardless of whether the call is on the network of our Underlying Carrier or roaming, use talk minute allotments, including calls to toll-free numbers but excluding 911 emergency calls, our Customer Service Calls to 611 and 1-888- 543-3620, and other calls specified herein. Call time is measured in one-minute increments, with a minimum time per call of one (1) minute. Partial minutes of use are rounded up to the next full minute at the end of each call. We do not allow free calls to our other subscribers. Outgoing calls begin the moment you initiate a call and incoming calls begin the moment the signal connection from the caller is established with our facilities. Calls end after you or the other party terminates the call, but not until we receive a signal that the call has disconnected. Call length information displayed on your Device may not be accurate for calculating use of voice allotments. For simultaneous calls (incoming call waiting calls and 3-ways calls), talk minutes may be deducted for each call. Call time may include ring time, incomplete calls, unanswered calls, busy signal calls, voicemail deposit and retrieval time, and time to process call transfers. Calls that begin during one monthly cycle and end in another monthly cycle are generally deducted from talk allotments from the starting monthly cycle. No credit or refund is given for dropped calls.

2.6. Use of Data Allotments

All data usage that occurs through your wireless Device (except for data usage that occurs when your Device is connected to Wi-Fi provided by a third party) will be deducted from your data allotment, including all active and passive usage, regardless of who initiates the usage, and whether or not the data transmissions are successful. All data usage is calculated in full-kilobyte increments and actual usage is rounded up to the next full-kilobyte increment at the end of each data session. Data usage may occur whenever your Device is connected to the network of our Underlying Carrier or roaming and transmitting data, including, but

not limited to: (a) sending, receiving, or downloading any type of content, including emails, documents, files, pictures, MMS messages, and any other content, (b) accessing websites, (c) downloading and using applications, (d) streaming content, or (e) requesting software updates. Data usage may also occur from normal operation of software used by the network and/or your device, including (i) for access, transport, and routing of data on the network of our Underlying Carrier, (ii) from partial or interrupted downloads and resend requests caused by network errors or when you cancel or attempt to cancel a transmission, and (iii) from unsuccessful attempts to reach websites or use applications. Some applications, content, programs, and software that you download or that come pre-installed on your Device regularly send and receive data transmissions when your Device is powered on to function properly, without you affirmatively initiating transmissions. For example, applications that provide real-time information, location-based services, or synchronization with cloud services frequently or continually send and receive updated information so that it is available to you when you want to access it. In addition, any advertisements or advertiser-related messages or data delivered to your Device, even if delivered to an application, and any messages or content that are initiated in response to an advertisement, use data. Based on several factors (e.g., the specific application, network performance, etc.) data usage may vary widely, even for the same activity. Estimates of data usage (e.g., the size of downloadable files) will not necessarily be an accurate predictor of actual usage. To prevent unintended data usage, you should connect your device to third party-provided Wi-Fi when available and supported by your Device or power off your Device when it is not in use.

3. WIRELESS DEVICES

3.1. Device Options

We may provide you with a Device free of charge, offer you a Device to purchase, or allow you to use your own Device with our Services. Devices must be compatible with, and not interfere with, our Services, and must comply with all applicable laws, rules, and regulations. Devices may not be enabled for all Services and some Services may not work on some Devices. Devices designed only for accessing data services are not permitted with Life Wireless Services. At times we may remotely change your Device's software, applications or programming, without notice, to address security, safety, or other issues that impact our network or your Device. These changes will modify your Device and may affect or erase data you have stored on your Device, how you have programmed your Device, or how you use your Device. While your Device is receiving a software update, whether by our action or yours, you may be unable to

use it in any manner until the software update is complete, including to contact 911 or other emergency services. If we sell or otherwise provide you with a Device, your Device is subject to our Device Unlocking Policy. For information about our 14-day return policy for purchased Devices, please view our Return Policy.

3.2. DEVICE AND EQUIPMENT REPLACEMENT POLICY:

Life Wireless will replace a defective Device with a new or refurbished Device free of charge and provide a recharge PIN to customers without unlimited plans. Devices damaged by the customer will be replaced at the customer's expense. SIM cards, batteries, and chargers (collectively, "Accessories") will be replaced in accordance with the following conditions:

Within 30 days of activation: Defective Accessories will be replaced free of charge. Accessories damaged by the customer will be replaced at the customer's expense.

31 days or more after activation: Accessories, whether defective or damaged by the customer, will be replaced for a flat fee of \$5.00.

Customers must mail defective or damaged Devices and Accessories to Life Wireless for inspection. Determinations of whether Devices and Accessories are defective or damaged by the customer will be made by Life Wireless, at its sole discretion. If Devices and Accessories are determined to be damaged by the customer, Life Wireless will place a notation in the customer's account and inform the customer, when the customer next contacts Life Wireless, that payment must be secured from the customer before replacement Devices and Accessories are shipped. To request replacement of a defective Device or Accessory, contact Life Wireless Customer Service by calling 1-888-543-3620 or dialing 611 on your Life Wireless cellular telephone. For more information about our replacement policy, please review our Free Phone Replacement Policy.

3.3. Loss, Theft, Damage, or Destruction

Upon accepting your Device, all risk of loss, theft, damage, or destruction of your Device is borne by you. In the event your free Device is lost, stolen, damaged, or destroyed, you may request a replacement through customer service in accordance with our Free Phone Replacement Policy. Replacements will be shipped within 24 business hours or upon receipt of payment, whichever is later. In the event your purchased Device is lost, stolen, damaged, or destroyed, you are responsible for purchasing a replacement Device at your expense. If your Device is lost

or stolen, you must contact us immediately to report the Device lost or stolen. When you contact us to report your Device as lost or stolen, you can request that we suspend your Services without a charge. You may be responsible for all charges incurred as a result of any use of your Device until you report the loss or theft and request that we suspend your Services. We will not credit or refund any account balance as a result of loss or theft of your Device. We and you agree to act in good faith and in a reasonable manner in connection with any investigation of the loss or theft of your Device. Except as otherwise provided herein, if your Device is lost, stolen, damaged, or destroyed, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any charges.

3.4. Software Updates

We may, from time-to-time remotely check, update or change your Device's software, applications, or programming, including your Device's electronic SIM card, without notice, to address security, safety, or other issues that may impact your service, our Underlying Carrier's network, or your Device. These changes may result in the following: data use; modification of your Device; alteration or erasure of data stored on your Device; how you have programmed your Device; or how you are able to use your Device. We are not responsible for lost data or functionality. While your Device is receiving a software update, whether by our action or yours, you may be unable to use your Device in any manner until the software update is complete, including to contact 911 or other emergency services.

3.5. Device Software, Content, and Applications

We may offer software, content, and applications, including but not limited to mobile device management technology, which you may choose to download from us or third-party sources or that may come preinstalled on your Device. These may or may not be branded as our software, content, and applications. These software, content, and applications are licensed, not sold, to you by us and/or its licensors/suppliers for personal, lawful, non-commercial use solely in connection with your use of your Device with our Services. You may be subject to additional license terms between you and the third-party creator or owner of such software, content, and applications. You acknowledge that we or our licensors/suppliers are the intended third-party beneficiaries of these licenses. Your use of these software, content, and applications must comply with their intended purposes, the license, this Agreement, and all applicable laws. You may only make such copies as is reasonably necessary for your personal non-commercial use. You

may not (and you agree not to enable others to) otherwise copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat, or circumvent protective and other digital rights management mechanisms, combine, or create derivative works of the software, content, and applications or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer, sublicense, broadcast, or cause public performance of the software, content, and applications or any portion thereof. You agree the software, content, and applications contain proprietary information owned by us, our licensors/suppliers, or the creator/owner. We and our licensors/suppliers reserve the right to update, modify, delete, suspend or terminate access to, or impose limits on the use or access of the software, content, and applications at any time, without notice. Without limitation, the warranty disclaimer, limitation of liability, and indemnification provisions found in this Agreement apply to these software, content, and applications.

3.6. Unauthorized Modifications

Subject to Section 3.1, you are not permitted to unlock, re-flash, tamper with, or otherwise alter the hardware or software on your Device for any purpose. Your Device may have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming.

4. CHARGES AND PAYMENTS

4.1. Charges, Fees, and Taxes

You are responsible for paying all one-time and recurring charges that result from your commercial relationship with us and from the use of our Services, whether accrued by you or by another person using your Device or Services, including, but not limited to: (i) one time or recurring Service Plan charges; (ii) Device purchase, upgrade, and replacement charges; (iii) activation, reconnection, prepayment, and other administrative or customer service charges or fees; (iv) returned and late payment charges or fees; (v) roaming, network, and other surcharges; (vi) optional feature charges, such as operator and directory assistance, toll and collect calls, voicemail, and call forwarding, if applicable; (vii) Top Up Plan charges; and (viii) all required or applicable federal, state, and local taxes, surcharges, fees, and any other regulatory or governmental assessments, whether assessed directly upon you or upon us and billed to you for cost recovery. We do not assess early termination fees. Taxes, fees, and surcharges may vary depending on the billing address associated with your account and may vary from month- to-month based on our or the government's calculations. We may, but are not

obligated to, provide notice of such variances. Advertised rates may not include federal, state, and local taxes, fees, surcharges, and other assessments. With the exception of taxes or other charges that are required by law, no additional surcharges are assessed on Lifeline supported services and charges and fees associated with Lifeline supported Services are all inclusive and fully disclosed to Lifeline applicants and subscribers. All charges, fees, and taxes, once paid, are non-refundable.

4.2. Billing and Payment

You may access your monthly invoice on our website. If your service plan is not fully covered by a Lifeline and/or ACP discount, you will receive your bill electronically on a monthly basis. You must prepay the balance due before receiving the allotment specified in your service plan. If you do not prepay, we may suspend your service.

You are responsible for reviewing your bills to ensure that all charges are accurate. Our bills will distinguish (a) charges collected and retained by the carrier, including charges for Service Plans, "Top up" Plans, and features, from (b) taxes, surcharges, fees, and any other regulatory or governmental assessments collected by us and remitted to federal, state, or local governments. Cost recovery fees and charges will not be labeled as taxes. You agree to pay for all prepaid charges immediately when billed and all postpaid charges on or before your payment due date or monthly expiration date using a credit or debit card or other valid payment method. You must promptly notify us of any change in your billing address or payment method.

By providing payment information and accepting this agreement, you authorize us or our payment service provider to charge your payment method in advance for prepaid payments to ensure that payments are received by any due date. You may cancel the automatic renewal of your Service Plan at any time. We will not, except in our sole discretion, refund, prorate, or credit any charges, fees, or taxes, including if you modify or terminate your service before or have remaining Allotments at the end of your monthly cycle. If you wish to dispute a charge, you must do so in accordance with the dispute resolution process described in Section 10.

4.3. Creditworthiness

We do not condition the provision of Services on a subscriber's credit rating, credit history, or other method of determining creditworthiness. We do not provide subscriber payment history and other account billing and charge information to any credit reporting agency or industry

clearinghouse. No deposits are held or required as a condition of receiving Services, nor do we have any preset account spending limits.

4.4. Promotions and Rewards

We may, from time to time, provide you with promotional credits, promotional offers, or loyalty rewards (collectively, “Promotions and Rewards”). Promotional credits are typically courtesy account credits due to service issues, device issues, or customer inconveniences. Promotional offers are typically plan, device, and pricing offers that are available for a limited time or when you meet certain conditions. Loyalty rewards are typically rewards for being our customer. Promotions and Rewards are offered at our sole discretion. Promotions and Rewards can only be claimed and redeemed by accountholders and only will be associated with the account of the customer who was offered the Promotions and Rewards. Promotions and Rewards may not be sold or transferred to another Life Wireless account or to any other person. Promotions and Rewards have no fixed or cash value or equivalent, and may not be exchanged, transferred, resold, redeemed, or substituted for cash, merchandise, or services. If your Services are terminated for any reason, any Promotions and Rewards offered to you or associated with your account are forfeited. If you fail to make payments on your account or otherwise violate this Agreement, you may lose the ability to claim or redeem Promotions and Rewards. Promotions and Rewards are not your property and we may, in our sole discretion, change, modify, discontinue, suspend, revoke, cancel, or terminate them at any time, with or without notice. Promotions and Rewards may not be available to all subscribers, in all locations, or combinable with other Promotions and Rewards. Promotions and Rewards may be subject to additional terms and conditions as described to you when offered to you.

4.5. Third-Party Purchases

Devices associated with your Services may be used to purchase content, information, applications, and other goods and services from third parties, including in-app purchases (collectively, “Third-Party Purchases”). You are responsible for all charges resulting from Third-Party Purchases and are presumed to have provided the consent and representations required for those purchases regardless of whether the purchases were made by you or someone using a Device associated with your account, including consent for the use and disclosure of your account information to provision and bill for the purchases, consent to use location information to deliver the purchases to the Device, and representations of age for the person using the Device when a purchase is made. If you cancel or attempt to cancel a download or purchase that is in progress, or if a download or purchase is otherwise interrupted

through no action on your part, you may nevertheless be charged in accordance with the terms and conditions associated with the purchase. We will not be liable for any such charges. If you believe your Services were used fraudulently to make purchases, you must notify us immediately and provide us with such documentation and information as we may request (including affidavits and police reports) as evidence of the fraudulent use. After you notify us, we will attempt to help you prevent the fraud by terminating existing Services if possible and practicable, but you will remain responsible for all charges. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation may result in your liability for all fraudulent usage and charges. We make no representations or warranties (expressed or implied), to the fullest extent permitted by law, including for merchantability or fitness for a particular purpose, of Third-Party Purchases nor are we responsible for proper download, installation, functionality, or security of Third-Party Purchases.

5. SERVICE FEATURES, LIMITATIONS, AND NOTICES

5.1. Account Access

You can access your subscriber account information by contacting our Customer Service and providing necessary authentication information. You will only be able to access Customer Proprietary Network Information ("CPNI"), as defined by the FCC, see 47 CFR § 64.2003, by providing a password associated with your account. If you are not able to provide a password, we can only disclose your CPNI by sending it to your address of record or by calling you at your telephone number of record. We may, but are not obligated to, allow you to authorize other individuals to access your account. If you authorize another person to access your account or provide such person with your authentication information, those individuals may be permitted to make changes to your account. You authorize us to provide information about and make changes to your account, including changes to your Service Plan and features, upon the direction of any person able to provide your authentication information. Those changes will be binding on you and we take no responsibility for those changes. To protect the security of your CPNI, your password should be unique and complex. You should not provide your account authentication information, including your password, to third parties, and such information should be stored safely to prevent third-party access. If you believe your account authentication information was disclosed or accessed by an unauthorized person, we advise you to change the information immediately.

5.1. Account Protection Measures

You should be aware of two fraudulent practices – Port-Out Fraud and SIM Swap Fraud– that could enable threat actors to take control of your account without gaining physical control of your device.

Port-Out Fraud. Port-Out Fraud involves the threat actor opening an account with a wireless provider on your behalf and arranging for your phone number to be ported out (transferred) to the new account.

SIM Swap Fraud. Your device has a subscriber identity module (SIM) card, including a chip that identifies your phone number with that phone. SIM Swap Fraud happens when a threat actor convinces us to transfer your service from your device to the threat actor's device.

We have implemented a number of measures to help you protect your account against Port- Out Fraud and SIM Swap Fraud.

5.1.1. Customer Notification of Port-Out and SIM Change Requests

5.1.1.1. Port-Out Requests.

Upon receiving a port-out request, and before effectuating the request, we will provide you immediate notification that a port-out request associated with your account was made, except if the port-out request was made in connection with a legitimate line separation request pursuant to 47 U.S.C. § 345 and 47 CFR Part 64, Subpart II, regardless of whether the line separation is technically or operationally feasible.

5.1.1.2. SIM Change Requests.

Upon receiving a SIM change request, and before effectuating the request, we will provide immediate notification you that a SIM change request associated with your account was made, except if the SIM change request was made in connection with a legitimate line separation request pursuant to 47 U.S.C. § 345 and 47 CFR Part 64, Subpart II, regardless of whether the line separation is technically or operationally feasible.

5.1.2. Account Locks to Prevent Porting and SIM Change

5.1.2.1. Port Locks

5.1.2.1.1. Your Options to Activate and Deactivate Port Locks

You have the option, at no cost, to lock your account to prohibit your number from being ported. We will not fulfill a port-out request until you deactivate the lock on the account, except if the port-out request was made in connection with a legitimate line separation request pursuant to 47 U.S.C. § 345 and 47 CFR Part 64, Subpart II, regardless of whether the line separation is technically or operationally feasible.

To request a port lock, or to deactivate a port lock, please contact us at: 888-543-3620.

5.1.2.1.2. Our Right to Activate a Port Lock

We may activate a port-out lock on your account when we have a reasonable belief that you are at high risk of fraud, and if we do so we will provide you with clear notification that the account lock has been activated with instructions on how you can deactivate the account lock, and promptly comply with your legitimate request to deactivate the account lock.

5.1.2.2. SIM Change Locks

5.1.2.2.1. Your Options to Activate and Deactivate SIM Change Locks

You have the option, at no cost, to lock your account to prohibit us from processing requests to change your SIM. We will not fulfill a SIM change request until you deactivate the lock on the account, except if the SIM change request was made in connection with a legitimate line separation request pursuant to 47 U.S.C. § 345 and 47 CFR Part 64, Subpart II, regardless of whether the line separation is technically or operationally feasible.

To request a SIM change lock, or to deactivate a SIM change lock, please contact us at: 888-543- 3620.

5.1.2.2.2. Our Right to Activate a SIM Change

We may activate a SIM change lock on your account when we have a reasonable belief that you are at high risk of fraud, and if we do so we will provide you with clear notification that the account lock has been activated with instructions on how you can deactivate the account lock, and promptly comply with your legitimate request to deactivate the account lock.

5.1.3. Process for Reporting Fraudulent Number Ports and Fraudulent SIM Changes

If you believe that you have been the victim of actual or attempted Port-Out Fraud or SIM Swap Fraud, please contact us immediately at 888-543-3620.

We will promptly investigate and take reasonable steps within our control to remediate fraudulent number ports and fraudulent SIM changes.

Upon request, we will promptly provide you with documentation of fraudulent number ports or fraudulent SIM changes involving your account.

5.2. International Calling and Messaging

Our wireless talk and text allotments can only be used for domestic calls and text messages. At this time, international calls and text messages are not included with our Service Plans or “Top up” Plans.

5.3. Wireless Coverage

The availability of our wireless Services is subject to the geographic coverage area of our Underlying Carrier and its roaming partners. Only domestic U.S. coverage is available; we do not offer international coverage. Coverage is not available everywhere in the domestic U.S., and you will not have access to our Services outside the coverage area. A coverage map reflecting the approximate geographic coverage area of our Underlying Carrier and its roaming partners can be accessed from our website, at <https://www.lifewireless.com>. Areas without coverage are shown as gaps. Coverage maps are generated using generally accepted methodologies and standards but are only approximations of actual coverage. There may be locations within the estimated coverage area where actual coverage is limited and you may experience interruptions or reductions in Service quality, including due to interference from buildings and other structures, terrain, and foliage. Additionally, actual coverage at any given time may vary by Service and be affected by factors beyond our control, as described in Section 5.4. Coverage maps and any statements by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage area when you are using our Services outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times, or without interruption. We do not guarantee or warrant the coverage of the network of our Underlying Carrier or its roaming partners. Where there is no coverage, 911 calls may not reach public safety answering points. In such instances, subscribers should dial 911 from the nearest landline phone. Coverage maps may be updated periodically and without notice to reflect the current operations of our Underlying Carrier and its roaming partners.

5.4. Service Availability and Quality

In addition to factors that affect coverage, Service availability and quality may be subject to “Service Limitations,” which may depend on whether you are using wireless or landline Services. These include interruptions, delays, or reductions, due to a variety of factors, including, but not limited to: weather and atmospheric conditions; obstructions; electromagnetic interference; use of the Services inside a building or moving vehicle; your geographic location relative to our coverage area; your proximity to wireless cell sites; the capacity of a cell site; the number of other customers connected to the same cell site; other network capacity limitations and congestion; the capabilities and compatibility of your device; network outages or issues on the network of our Underlying Carrier or interconnecting carriers; and priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency. Additional factors that may affect our Services are described in our Broadband Transparency Policy, available at <https://www.lifewireless.com>. Once identified, We take reasonable steps to attempt to remedy Service Limitations that are within its control. Service Limitations may also occur as a result of network maintenance, including equipment modifications, upgrades, relocations, repairs, or similar activities necessary or proper for network operation or improvement imposed by us, our Underlying Carrier, or interconnecting carriers. We will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule its maintenance during non-peak hours. Service Limitations may result in dropped or blocked calls, inability to make or receive calls, inability to send or receive text messages, or inability to access the Internet and other data services. You acknowledge that the Services are provided through the nationwide wireless network of the underlying carrier of our choosing and may be subject to the service availability and quality of our Underlying Carrier. We do not guarantee or warrant the availability or quality of the Services at any given time or geographic location, we are not liable for Service Limitations, and you are not guaranteed compensation or reimbursement for Service Limitations. Notwithstanding the foregoing, if your Services experiences Service Limitations for 24 or more continuous hours by a cause within our control, and you notify us at 1-800-643-4926 within seven (7) days of the Service Issue, we may, in our sole discretion and on a case-by-case basis, issue you a credit.

5.5. Service Security and Optimization

We or our Underlying Carrier may, but are not obligated to, take any action we deem necessary to: (1) address security threats and otherwise protect the networks, Services, systems, and equipment from harm or degradation; (2) optimize, improve, or manage the networks, Services,

systems, and equipment; (3) preserve and protect their rights and interests and those of their subscribers and third parties; and (4) otherwise ensure the activities of some users do not impair the ability of us or our Underlying Carrier to provide their subscribers with access to reliable Services provided at reasonable costs. Such actions may include, but are not limited to:

a) discontinuing, blocking, or terminating certain categories of Services; b) restricting, reducing, or limiting the amount of usage of the Services; c) limiting data throughput speeds or quantities; d) reducing the size of data transfers; e) limiting, disabling, or preventing access to particular features; f) blocking, limiting, or disconnecting access to individual phone numbers or certain categories of phone numbers (e.g., 976, 900), countries, destinations, or providers; g) limiting the provision of Services at certain times or in certain areas, including due to changes in coverage of our Underlying Carrier or changes in roaming agreements; h) filtering or blocking certain calls, texts, and data transmissions sent through the network, including spam, unlawful and unwanted telemarketing calls and messages, and malware (we do not guarantee that you will not receive and we are not liable for such calls, text, or transmissions; if you are receiving unwanted telemarketing messages, contact the source and unsubscribe or remove your mobile phone number from the service); i) blocking calls to you at your request or to other called parties at their request; j) blocking or otherwise preventing access to third party services or other premium services, features, or content that would generate additional fees or charges billed to us, either directly or through your account as a result of your use of or access to the service, feature, or content; k) blocking hacking and other attempts for unauthorized access; and l) blocking or terminating usage that is indicative of uses prohibited by the Acceptable Use Policy (Section 7), including uses that result in abnormally long calls, high costs, or high usage.

Some of these actions may interrupt or prevent legitimate communications and usage, including by resulting in dropped or blocked calls, inability to make or receive calls, inability to send or receive text messages, or inability to access the Internet and other data services. For additional information about our network security practices for our data Service, please review our Broadband Transparency Policy at <https://www.lifewireless.com>

5.6. Wireless Device Location Information

Your wireless Device may be location enabled, which means the location of your Device can be determined by using Global Positioning Satellite ("GPS"), wireless network location information, or other location technology when your device is turned on. Your location information may be used by us, our Underlying Carrier, or third-party services, as

described in our Privacy Policy, available at <https://www.lifewireless.com>. Additionally, your location information may be used by 911 and other emergency services, as described in Section 5.7. Your location information may be unavailable if your Device is unable to acquire satellite signals and network coverage, which may prevent you, us, and other services from accessing your location. Satellite signals and network coverage may be unavailable due to a variety of factors beyond our control, as described in Sections 5.3 and 5.4. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location. You may be able to configure the settings on your Device or in third-party services to restrict or disable the sharing of your location information. It is your responsibility to notify individuals who may use your Device that it may be location enabled.

5.7. 911 and Other Emergency Services

Your Device's location information may be used to assist emergency services in finding you, but you should always be prepared to provide both your location information and phone number when contacting 911 or other emergency services. Wireless devices may not always be able to provide 911 dispatchers with your exact location or other information when you make an emergency call. Even when location information is transmitted from your wireless Device to a dispatcher, the information may not be accurate. If you attempt to make an emergency call from your wireless Device in an area where there is no wireless coverage, your call may not go through, in which case, you should try calling again from the nearest landline phone. We do not guarantee that your location information will be transmitted to emergency dispatchers or that any location information that is transmitted will be accurate. Nor do we guarantee that you will be able to contact emergency services in areas where there is limited or no wireless coverage.

For data-only device: Your data-only device does not allow you to contact 911 or other emergency services. Please use a voice-enabled or a landline phone to contact 911 or other emergency services. We do not guarantee that your location information will be transmitted to emergency dispatchers or that any location information that is transmitted will be accurate, nor do we guarantee that you will be able to contact emergency services in areas where there is limited or no wireless coverage.

5.8. Third-Party Content and Applications

Devices may be used to access and disseminate third-party content and applications through the Services. Some content and applications may:

- (i) harm your Device or its software;
- (ii) infringe on the rights of others;
- (iii) be unreliable, inaccurate, or incomplete;
- (iv) be offensive, indecent, or

objectionable; or (v) be unsuitable for minors. When you access, download, install, or use third-party content and applications, you may voluntarily or involuntarily provide information to third-party content and applications providers. You are solely responsible for evaluating the third-party content and applications accessed while using the Device and Services. By allowing a minor to use the Device and Services, you are consenting to the minor being able to access any third-party content and applications available through the Services and provide information to the third-party content and application providers; we strongly recommend that you monitor the third-party content and applications accessed by minors using the Device and Services. We do not control and are not responsible for the third-party content and applications accessed or disseminated using the Device or Services. We may, but do not have the obligation to, monitor, review, and restrict or refuse to transmit certain third-party content and applications. We are not a publisher of third-party content and applications. When you access, download, install, or use third-party content and applications, you are subject to the terms and conditions and privacy policies of those third-party content and applications. You may review our Privacy Policy, at <https://www.lifewireless.com>, to learn how you may provide information to third-party content and applications. For assistance with third-party content and applications, contact the third-party developers or owners directly.

5.9. Phone Numbers and Porting

You must accept the phone number we assign to you at the time you subscribe to our Services. We reserve the right to change your mobile phone number at any time, but we will attempt to notify you prior to any such change. You can switch your number to another Device at no additional charge. Except for any legal right you may have to transfer (“port”) your phone number to or from another carrier, you have no and cannot gain any proprietary ownership or other rights to any phone number we assign to you, your Device, or your account. We do not guarantee that numbers ported to or from us will be successful. To request to port a phone number to or from us, please contact our Customer Service by dialing 611 from your Device or calling toll-free at 1-800-643-4926. Before you call to port a number to us, please have a bill from your existing wireless or wireline provider available. When you port a number to us from another carrier, you are solely responsible for all charges billed or incurred prior to deactivation of service with your prior carrier and for any applicable early termination fees assessed by your prior carrier; we will not reimburse you for these charges. Due to compatibility issues, you may be required to purchase or obtain a new device to use our Services after you port a number to us, and you may be without Services until the new device is configured. If you authorize

another carrier to port a number from us, we will consider that a request by you to terminate all of your Services with us that are associated with that number and the termination will occur on the date the number is ported. Notwithstanding our honoring port requests, any balance due will still be owed by you to us. If your Services are terminated for any reason and you do not port your number to another provider, we may reassign the phone number you were using to another subscriber without notice. You will not be able to transfer any unused talk, text, or data allotments on your Life Wireless account to your new provider and after the porting is completed, you will no longer be able to use our Services with that number. Under no circumstance will we refund you for any Allotments or account payments if you port out your number. If you port your phone number to or from us, some Services, such as 911 location services, may not be immediately available through us or the other carrier while the port is being processed.

6. ACCEPTABLE USE POLICY

You are only permitted to use our Devices and Services for lawful, personal, and non-commercial uses. Subject to those limitations, voice and text service is solely for live dialogue between, and initiated by, individuals. Data services are provided only for lawful, personal and non-commercial uses initiated by you, including web surfing, sending and receiving email, using messaging services for live dialogue between and initiated by individuals, sharing photographs, and the non-continuous streaming of videos, downloading files, participation in online gaming, and use of applications.

Prohibited uses included those that are unlawful, harmful, or otherwise impact our ability or the ability of our Underlying Carrier to provide the Services to our or its subscribers. You are responsible for all activity through your Device and Services, including any conduct by others, and are liable to us for any prohibited uses or damages resulting from prohibited activities or uses that occur using your Device or Services. Prohibited uses include, but are not limited to:

a) Infringement: Infringing or otherwise violating any intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right, which may result from the unauthorized copying, distribution, posting, editing, or modifying of pictures, logos, software, articles, musical works, and videos. b) Unlawful, Offensive, and Harmful Content: Engaging in conductor dissemination of content that is unlawful, libelous, slanderous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, inciting unlawful or violent acts, or otherwise objectionable. Without limiting the foregoing, you may not

access or use our Devices or Services in any manner for the transmission or dissemination of images containing child pornography. We reserve the right to remove or delete any content you have disseminated using our Services that, in our sole discretion, have determined violates this Agreement or is otherwise objectionable. c) Fraudulent Conduct: Engaging in any fraudulent activity, including, but not limited to: (1) conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money- fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized third-party affiliation or agent for a business entity without the business' prior consent. d) Falsification/Impersonation: Using the Device or Services to impersonate any person or entity; falsely state, mask, or otherwise misrepresent yourself or your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, false date or time stamps, false originating e-mail addresses or other identifiers, or other means of deceptive addressing. e) Commercial, Unsolicited, and Spam Communications: Using the Services to distribute, publish, send, or engage in: (i) commercial, marketing, advertising, or promotional communications or solicitations to any person without the person's consent; (ii) spam, chain mail, bulk messages, automatically generated messages, numerous copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content; and (iii) telemarketing, autodialed, or prerecorded communications. This includes using our mail servers or another site's mail server to relay messages without the express permission of the account holder or the site. f) Violation of Third-Party Policies: Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, website, or application you access. g) Excessive Utilization of the Services: Engaging in excessive use of the Services relative to typical usage by our other customers on similar service plans, including making or receiving an abnormally high number of calls, sending or receiving an unusually high number of messages, repeatedly placing calls of unusually long duration, or consuming a disproportionate amount of available network resources, including data. Such activities suggest the Services are being used other than for personal, non-commercial use in violation of this Agreement and may impair or degrade use of the Services by other customers. h) Uses Causing Excessive Utilization of Services: Continuous, unattended, or excessive streaming, downloading, or uploading of videos, music, or other files; using applications that automatically consume disproportionate amounts of network resources, are designed for unattended use, operate as automatic data feeds, constitute automated machine-to-machine connections, or are used in a way that degrades

network capacity or functionality; using the Services in connection with server devices or to operate a hosting service; using the Services as the functional equivalent of a private or dedicated access line or an access point for intra-company private branch exchange services; maintaining open lines of communication for extended periods of time (e.g., baby monitoring or other monitoring services); and placing or receiving an abnormally high number of calls or repeatedly placing or receiving calls which result in abnormally long call lengths or high costs, including operating a dispatch service, excessive use of multi-party calling features or separate calls that are not bridged together, and excessive use of single party or multi-party chat line services. i) Traffic Pumping/Access Stimulation: Using the network for any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to us, including to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation. j) Unauthorized Information Collection: Using our Services for unauthorized information collection, including, but not limited to: phishing, spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others, using software (including "spyware") designed to facilitate such activity; or conducting commercial research or commercial data collection, including collecting responses from unsolicited messages. k) Malicious Software: Distributing, publishing, or posting content that is malicious software (i.e., malware) into the network or through the Services, including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information. l) Hacking: Without the express prior authorization of the owner of any data, systems, or networks, accessing or using such data, systems, or networks, including attempting to gain unauthorized access to, alter, or destroy any information that relates to any Life Wireless subscriber or other end-user and attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures. m) Interception: Monitoring data or traffic on any system or network without the express prior authorization of the owner of the system or network. n) Intentional Interference: Interfering with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks. o) Device Modifications: Unlocking, re-flashing, rooting, tampering with, altering, or otherwise modifying your Device or its software without authorization. p) SIM Card Modifications: If your Device has a SIM card, without authorization, removing the SIM card, placing the SIM card in another Device, or altering, bypassing, copying, deactivating, reverse-engineering, or otherwise circumventing or reproducing the

stored encoded information stored or the encryption mechanisms of the SIM card. q) Signal Enhancements: Installing, deploying, or using any regeneration equipment or similar mechanism (e.g., a repeater or signal booster) to originate, amplify, enhance, retransmit, or regenerate a transmitted radio frequency signal, unless authorized by us. r) Tethering: Tethering your Device to another device, computer, modem, or other equipment for the purpose of using the data Service, except as required by federal or state law or regulation, or as expressly described to you in writing or the terms of your service plan. s) Miscellaneous: Reselling or leasing the Services; using the Service for commercial activities; using the Services for pager or voicemail retrieval service; engaging in any other conduct that could or does harm or adversely affect our other subscribers, employees, business, reputation, network, property, Services, operations, or any other person; or assisting, facilitating, or allowing anyone else to do or attempt to do any of the above activities.

This Acceptable Use Policy, including the prohibited uses, applies to all our Service Plans, including plans with unlimited talk, text, and data Allotments. If you use unlimited Allotments for anything other than personal, non-commercial use or engaging in any other unauthorized, excessive, or abusive use, including uses prohibited by this Acceptable Use Policy, we may, at our sole discretion, terminate, suspend, modify, or limit your Services, as discussed in Section 7.

You are responsible for all fraudulent use of your Device and the Services. In the event you discover or reasonably believe your Device or the Services are being used for fraudulent activities, you must immediately notify us at 1-800-643-4926. In the event we discover or reasonably believe your Device or the Services are being used for fraudulent activities, we may take action to prevent such fraudulent activities from taking place, including the termination, suspension, modification, or limitation of your Services, as discussed in Section 7.

Always use your Device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, use a hands-free mechanism for your wireless device and do not use your wireless Device to send text messages.

You agree that a violation of this Acceptable Use Policy harms us, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief in addition to all other remedies available without the requirement to post a bond. If you want to report any violations of this Acceptable Use Policy, please email us at info@lifewireless.com.

7. TERMINATION, SUSPENSION, MODIFICATION, AND LIMITATIONS OF YOUR SERVICES

Either party may terminate the Services, which will terminate this Agreement, at any time on advance notice to the other party with or without cause. Under FCC rules, we must terminate your service, upon notice to you, if we have a reasonable belief that you no longer qualify for Lifeline and/or ACP, if you fail to timely recertify, or if you fail to use your device for thirty (30) consecutive days, as described in Section 1.9. Additionally, we may, at any time, with or without prior notice, and at our sole discretion, terminate, suspend, modify, or limit your Services if: (a) we know or suspect you or someone using your Device or Services violated or attempted to violate this Agreement, including the Acceptable Use Policy in Section 7, or any of our other policies or terms and conditions, including the terms and conditions of your Service Plan; (b) we know or suspect you used or attempted to use false or fraudulent means to obtain our Services, including Lifeline and/or ACP services; (c) we know or suspect you violated or attempted to violate any applicable laws or regulations, including Lifeline and/or ACP laws or regulations; (d) we know or suspect that you have committed a criminal or harmful act against us or any of our employees or agents; (e) we know or suspect you are using our Services for fraudulent purposes; (f) we know or suspect you have engaged in improper, illegal, or unauthorized use of your Device; (g) reimbursement of your Lifeline and/or ACP benefits has been denied for reasons related to your eligibility; (h) your payment is returned unpaid, you fail to make all required payments when due, any payment is past due, or we reasonably believe there has been fraudulent payment activity in connection with your Services; (i) you provide inaccurate or misleading credit information, your credit has deteriorated, you become insolvent or bankrupt, or we otherwise believe that there is a risk of non-payment; (j) your actions expose us to sanctions, prosecution, civil action, or other liability; (k) your actions cause harm or interfere with the integrity, security, or normal operations of our network or that of our Underlying Carrier; (l) your actions interfere with another subscriber's ability to use the Services; (m) your actions otherwise present an imminent risk of harm to us or our subscribers. (n) we discover you are under 18 years old and therefore incapable of contracting for goods and services or ineligible to receive Lifeline and/or ACP services; (o) you threaten, harass, abuse, offend, or use vulgar, derogatory, or inappropriate language toward our employees, agents, or any person whom you contact using our Services or your Device; (p) we are ordered to do so by any federal or state government entity with authority to do so; (q) a condition immediately dangerous or hazardous to life, physical safety, or property exists; (r) we cease to provide Services in your area; or (s) for any other operational or governmental reason.

We may terminate or suspend talk, text, and data Services individually or collectively. Upon termination, any unused Allotments will expire, and you will not receive a refund. Additionally, upon termination, we may reassign the phone number you were using to another subscriber without notice. Limitations of your Services may include any method discussed in Section 5.5. We may modify your Services by changing your Service Plan or features. We are not liable for any harms that may result from termination, suspension, modification, and limitations of your Services and you will not receive a refund or credit from us for any unused or unusable talk, text, and data allotments as a result of such termination, suspension, modifications, and limitations.

You can request that we terminate your Services by contacting Customer Service by dialing 611 from your Device or calling toll-free at 1-800-643-4926.

8. WARRANTIES, LIABILITIES, AND INDEMNIFICATION

8.1. Warranty Disclaimer

We make no representations or warranties, express or implied, including without limitation, any implied warranty of merchantability, suitability, non-infringement, or fitness for a particular purpose, or performance to you or any other person or entity in connection with, arising out of, or relating to the Services or Devices, to the fullest extent permitted by law. We do not authorize anyone to make warranties on our behalf. We do not guarantee uninterrupted or error-free Services, wireless coverage, or particular service speeds or quality of service. We also do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. You should implement appropriate safeguards to secure your Device and any other equipment you may use with the Services. We do not manufacture any Devices or equipment that are used with our Services and are not responsible for any defects, acts, or omissions of the manufacturers, including any warranty, patent, or licensing obligations. Notwithstanding the foregoing, the manufacturer of your Device may provide you with a warranty.

8.2. Limitation of Liabilities

To the fullest extent permitted by law, you agree that we and all parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns shall not be liable, whether or not due to our or

their negligence, for any: a) act, omission, or error by you or a third party, including third-party service providers or vendors; b) charges for any products or services provided by third parties and accessed through or for use with our Services; c) claims against you by third parties; d) mistake, omission, interruption, outage, error, failure, delay, defect, or limitation in the provision of Services; e) deficiencies or problems with a Device or network coverage (e.g., dropped, blocked, interrupted Services, etc.); f) damage, injury, or loss caused by or arising out of your use of the Services, including traffic or other accidents and health-related risks or issues, or our suspension or termination of the Services; g) damage, injury, or loss caused by any interruption, failure, or delay in accessing or attempting to access emergency services from a Device or using the Services, including 911 services; h) interrupted, failed, or inaccurate location services; i) quality, appropriateness, accuracy, or suitability of any content, information, or applications you may access while using the Service; j) information or communications that are blocked by a spam filter or that we otherwise restrict or block consistent with this Agreement; k) damage, harm, or loss that may result from your communications being intercepted; l) unauthorized access to your account caused by your actions or that circumvent our reasonable security measures; m) unauthorized access to your Device; n) changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification; o) damage to or loss of any information or data stored on your Device or any other equipment you use with the Services (including when we service your Device); p) loss or disclosure of sensitive information you transmit when using the Services (including any damage, loss, harm, or disclosure that results from malware); q) default, delay, damage, or harm due to factors beyond our control (i.e., force majeure events, as described in Section 10.7); or r) unauthorized or disputed charges for our services that appeared more than 15 days earlier on your online account statement and which you did not properly dispute within 15 days after the charge was posted to your account (no fiduciary or other special relationship exists between you and us by virtue of this Agreement or your use of our Devices and Services).

To the fullest extent permitted law, we shall not be liable for any indirect, special, punitive, incidental, exemplary, or consequential losses or damages you or any third party may suffer by use of or inability to use your Device or the Services, including loss of business or goodwill, loss of revenue or profits, property damage, costs for replacing products and services, or claims of personal injuries. To the fullest extent permitted by law, our liability for monetary damages for any claims you may have against us shall not exceed the total amount of charges paid for the applicable products or services. The above limitations of liability will apply regardless of the theory of liability, including fraud,

misrepresentation, breach of contract, personal injury, negligence, or product liability.

8.3. Indemnification

To the fullest extent permitted by law, you agree to defend, release, indemnify, and hold harmless us and parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns from and against any and all losses, claims, liabilities, injuries, costs, penalties, damages, settlements, and expenses (including taxes, fees, fines, penalties, interest, expenses, and attorneys' fees) arising out of or relating to, directly or indirectly, your or any other person's use of a Device or the Services, whether based in contract or tort (including strict liability) and regardless of the form of action; your acts or omissions, including your breach or violation of this Agreement, our other policies, or any applicable statutes, ordinances, laws or regulations of any federal, state, or local authority; and claims arising in whole or in part from our alleged negligence. If we reasonably determine that a claim might adversely affect us, you will use counsel reasonably satisfactory to us to defend each claim, you will not consent to the entry of a judgment or settle a claim without our prior written consent, and we may take control of the defense at our expense (and without limiting your indemnification obligations). This obligation shall survive termination of your Services with us.

9. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most subscriber concerns can be resolved quickly and to the subscriber's satisfaction by contacting our Customer Support by dialing 611 from your Device or calling toll-free at 1-888- 543-3620. In the unlikely event that the Customer Support is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a Dispute it has with you after attempting to do so informally), those Disputes will be resolved through binding arbitration or small claims court as described in this section.

9.1. Disputes.

Within 60 days of the date of any event giving rise to a dispute, you must notify us of such dispute in writing at Life Wireless, P.O. Box 2840, Covington, Georgia 30015 (or one of the other means set forth in Section 9.2.2, titled "Dispute Notice"), including a dispute over any charges and

any service we provided, or you will have waived your right to dispute the charge or such services and to bring, or participate in, any legal action raising any such dispute. The 60-day limitation shall not apply to the filing of a complaint with the Federal Communications Commission ("FCC") or your state's Public Service Commission. You maintain your right to file a complaint with the FCC, your state's Public Service Commission, or an appropriate federal or state governmental agency regarding the service provided and/or charges imposed by Life Wireless. Nothing in this paragraph or this agreement in any way eliminates or abridges that right.

9.2. Arbitration Agreement

WE (you and Life Wireless) EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

9.2.1. Mandatory, Bilateral, and Binding Arbitration.

You and Life Wireless agree that any dispute, claim, or controversy arising out of or relating in any way to your use of Life Wireless Services, or to any products or services sold or distributed by Life Wireless or through Life Wireless websites or mobile applications, including any dispute or claim as to the scope or applicability of this agreement to arbitrate, shall be resolved only by final and binding, bilateral arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) this agreement to arbitrate does not include your or Life Wireless's right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to the Choice of Law & Jurisdiction provision below, to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

9.2.2. Dispute Notice.

Before initiating an arbitration, you and Life Wireless each agree to first provide the other a written notice (“Notice of Dispute”), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to Life Wireless, Bill Dispute, P.O. Box 2840, Covington, Georgia 30015 (the “Notice Address”), (2) emailed at privacy@lifewireless.com, (3) submitted by visiting <https://www.lifewireless.com>, or (4) brought to the attention to Life Wireless Customer Service at 1-877-543-3620. Life Wireless will provide a Notice of Dispute to you via the mailing address or email address associated with your Life Wireless account. You and Life Wireless agree to make attempts to resolve the dispute prior to commencing an arbitration and not to commence an arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Life Wireless may commence an arbitration proceeding.

This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, Dealers, or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 9.5).

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

9.2.3. Arbitration Process and Procedure

All disputes shall be determined by binding arbitration (1) administered by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective June 1, 2021 (the “JAMS Rules”), and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) conducted by a single, neutral arbitrator; and (3) take place telephonically, unless an in-person hearing is specifically requested by either party, in such case in-person hearings shall take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply.

Disputes may also be referred to another arbitration organization if you and Life Wireless agree in writing, or to an arbitrator appointed pursuant

to Section 5 of the Federal Arbitration Act. 9 U.S.C. § 1, et seq.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, collective, or representative action.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY DISPUTE COVERED BY THIS AGREEMENT.

The JAMS Rules are available on its website at

<https://www.jamsadr.com/rules-streamlined-arbitration/>.

Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Life Wireless each agree that all issues regarding the dispute are delegated to the arbitrator to decide, except that a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

To commence an arbitration, a Demand for Arbitration is required to be executed and served on Life Wireless. Service of the Demand for Arbitration on Life Wireless can be mailed to Life Wireless, P.O. Box 2840, Covington, Georgia 30015 pursuant to the instructions provided by JAMS to submit a dispute for arbitration. Service of the Demand for Arbitration on you will be sent to you via the mailing address or email address associated with your Life Wireless account. Further instructions on submitting a Demand for Arbitration can be found at https://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf. Life Wireless will bear the cost of your initial filing fee, and Life Wireless will pay the JAMS any case management fees associated with the arbitration and the professional fees for the arbitrator's services.

Class Action Waiver. YOU AND COMPANY AGREE THAT NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE. Further, unless both you and Life Wireless expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.

Arbitrator Selection. Arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both Life Wireless and you pursuant to JAMS Rule 12.

Exchange of Information. The Arbitration process shall include the voluntary and informal exchange of non-privileged documents and information relevant to the dispute, pursuant to JAMS Rule 12.

An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. If the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. We agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

Arbitrator Award. An arbitrator's award will consist of a written statement of the disposition of each dispute and a concise written statement of the essential findings and conclusion on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

Severability. If any part of this Arbitration Agreement is held to be unenforceable by a court or agency of competent jurisdiction, that part may be severed and the remaining provisions will remain in full force and effect.

9.3. CLASS ACTION WAIVER

WE (YOU AND Life Wireless) EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, then the arbitration agreement will be void as to you.

9.4. Small Claims

You and Life Wireless retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

9.5. Governing Law, Venue and Jurisdiction, and Court Proceedings

Except to the extent preempted by or inconsistent with applicable federal law and as otherwise described herein, this agreement is governed by the laws of the state of Georgia, without regard to choice of law principles, conflicts of laws rules, or your actual state of residence. For any claim that proceeds in court rather than in arbitration, we each waive our right to a jury trial and any claims for punitive or exemplary damages. Unless otherwise specified herein, any Disputes of a legal nature, whether a claim, complaint, arbitration demand, or otherwise that is not subject to the mandatory arbitration provision, shall be subject to the exclusive jurisdiction of the federal or state courts located within the state of Georgia.

10. MISCELLANEOUS

10.1. Application of Tariffs

We may elect or be required to file informational tariffs with the appropriate regulatory body in certain states describing our terms and rates for our delivery of certain Services. To the extent that any provision of a tariff is inconsistent with the terms of the Agreement, the terms of the Agreement shall apply and the terms of the tariff shall not apply.

10.2. Consent to Receive Communications

We may occasionally need to communicate with you about your Services. We may do so without your consent in certain instances, for example in emergency situations or for service-related communications where you are not charged for the message. In addition, you have a right, and we have a duty, under federal law, to protect the confidentiality of CPNI. You hereby provide consent for us or our authorized agents or representatives to use your CPNI to market communications-related services to you. You may restrict our right to use CPNI for marketing purposes at any time. Denial of approval will not affect the provision of the services we provide to you. Any approval, or denial of approval for the use of CPNI outside of the service to which you already subscribe is valid until you affirmatively revoke or limit such approval or denial.

Further, you provide consent for us or our authorized agents or representatives to contact you using live, automated, or prerecorded messages (including artificial voice technologies) to any landline, wireless, or facsimile telephone number, including via text messages to your phone. We may contact you for service-related, informational or marketing purposes via these methods. You also provide consent to

contact you, regardless of whether your number is listed on the Do-Not-Call Registry or a state equivalent registry. Consent to such contacts is not a condition of service and may be revoked at any time.

Finally, you provide consent for us to contact you for any reason, including for marketing purposes via the email address we assign you or you provide in connection with your service.

You agree that we also have the consent to contact any authorized user on your account for Service or payment-related reasons via any of the methods described above. Some of these communications may result in charges to you. Your consent to be contacted via any of the methods described above may be revoked at any time by any reasonable means. Please review our Privacy Policy, at <https://www.lifewireless.com>, for additional information about how you may revoke consent to receive communications.

10.3. Modifications to this Agreement

We may change, at any time, this Agreement and other terms, conditions, and policies; rates, fees, expenses, and charges; plans, features, and products; and coverage areas, roaming partners, underlying Service providers, and provisioning technology. We will provide you with notice of material changes (other than changes to governmental fees) by such means as Life Wireless determines to be most practicable, including, but not limited to, any of the following: playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, posting an update on our website, or by such other means as Life Wireless may determine. All changes become effective when posted to lifewireless.com. If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept that change. You understand and agree that State and Federal Universal Service fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE OR IF WE MATERIALLY DECREASE THE GEOGRAPHIC AREA IN WHICH YOUR SERVICES CAN BE USED (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST 14 DAYS IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

10.4. Notices

We or our authorized agents may use any of the following methods to provide you with notices: correspondence to any physical address or e-mail addresses you have provided us; live or prerecorded calls, voice messages, or text messages delivered to your Device or any other phone number you have provided us; prerecorded messages when you attempt to place a call; in-app messages or push notifications; posting on our website; or by any other means we deem practicable. You are responsible for updating your contact information with us when it changes. Notices are treated as delivered when you accept a call; when delivered to a voicemail service associated with your service or an alternate telephone number you have provided to us, text messaging service, email address you have provided to us, or Device; when posted on our website or in an application; and three (3) days after mailed to your last known billing address. Except as otherwise provided in this agreement, you must provide us notice by calling or sending correspondence to us using the contact information provided in Section 12.

10.5. No Third-Party Beneficiaries

This Agreement is solely for the benefit of you, us, and our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. No provision of this Agreement shall be deemed to confer on any third parties any remedy, claim, liability, reimbursement, cause of action, or other right or benefit.

10.6. Assignment

You may not transfer or assign this Agreement or any of your rights or obligations under it, by operation of law or otherwise, without our prior written consent. We may transfer or assign all or part of this Agreement, or your debts to us, without notice. Upon our transfer or assignment of this Agreement, we shall be released from all liability with respect to this Agreement.

10.7. Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations hereunder (excluding any payment obligations) if and to the extent that such default or delay arises out of causes beyond their reasonable control, including, without limitation, acts of God, including weather-related phenomenon, earthquakes, and floods; fires; acts of war or terrorism; civil disorders, including riots, rebellions, and insurrections; labor disputes, including strikes, lockouts, and work stoppages; medical emergencies, including pandemics and quarantine restrictions; network problems, including cable cuts, power outages, network failures, and

computers viruses; and any other catastrophes, national emergencies, or government orders or acts. The time for any performance required hereunder shall be extended by the delay incurred as a result of such force majeure event, and if either party is unable to perform as a result of such event, it shall act with diligence to correct or mitigate such event.

10.8. Enforcement and Waiver

We have the right, but not the obligation to, monitor, investigate, restrict, enforce, bring civil litigation, press charges, or engage in any other self-help regarding any actual, attempted, or suspected violation of this Agreement. We will determine, in its sole discretion, whether you violated or attempted to violate any of the provisions of this Agreement, including the Acceptable Use Policy. If we determine or suspect that you violated or attempted to violate this Agreement, we may terminate, suspend, modify, or limit your Services, as described in Section 8. Additionally, we may report actual or suspected criminal offenses to appropriate law enforcement authorities. We will cooperate with law enforcement investigations where criminal activity is suspected, and you agree to cooperate with any such investigations. Any waiver of or failure to enforce any provision or prohibition in this Agreement in one instance shall not be construed as a waiver of any provision or right in another instance.

10.9. Survivability

Any rights, obligations, commitments, or provisions in this Agreement that, by their nature or context, are intended to or would logically continue to apply following termination of Services or of this Agreement survive termination of the Services and this Agreement, including, but not limited to, those relating to complaints, payment obligations, restrictions on the use of Devices, 911 and emergency communications, limitation of liability, and dispute resolution (including no class action and no jury trial).

10.10. Severability

If any part or provision of this Agreement, including any part of its arbitration clause or Acceptable Use Policy, is deemed unlawful, void, or for any reason unenforceable by a court or agency of competent jurisdiction, that part shall be interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties or shall be severed from this Agreement in that jurisdiction if required and the remaining provisions of the Agreement shall remain in full force and effect.

10.11. Headings

Section headings are for descriptive, non-interpretive purposes only.

10.12. Language

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

10.13. Integration

This Agreement and any other policies, documents, or agreements incorporated by reference herein or therein represent the complete agreement between you and us. It supersedes any and all prior or other agreements, arrangements, representations, contracts, warranties, advertising, statements, offers, guarantees, assurances, and understandings relating to the subject matter of this Agreement, whether written or oral, including any other documents or statements by any sales representative, service representative, or other agent.

11. CUSTOMER SERVICE CONTACT INFORMATION

If you have questions about how individuals with disabilities can use our wireless services, please contact our Customer Service using the following information:

Email: info@lifewireless.com

Phone: 1-888-543-3620 during normal business hours: Monday through Saturday from 9 am to 6 pm EST.

If we are unable to resolve your issue, you may file an informal consumer complaint with the FCC at 888-CALL-FCC (888-225-5322), or at <https://consumercomplaints.fcc.gov/hc/en-us>.

12. OTHER STATE-SPECIFIC PROVISIONS

STATE SPECIFIC INFORMATION

California Customers: For tips on how to protect against fraud, please visit the CPUC's website at <http://calphoneinfo.cpuc.ca.gov/>.

- Click here for more info on California specific Rates, Charges and Features.
- Click here for California specific Terms and Conditions of Service.
- Click here for California specific Frequently Asked Questions.

Connecticut Customers: If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620 or dial 611 from your wireless phone or visit <https://www.lifewireless.com>. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority (PURA): Online: www.ct.gov/pura; Phone: 1-800-382-4586; Mail: Connecticut PURA, 10 Franklin Square, New Britain, CT 06051.

Georgia Customers: Complaints concerning Lifeline Service can be directed to: Georgia Public Service Commissions Consumer Affairs Unit 1-404-656-4501

Massachusetts Customers: If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620 or dial 611 from your wireless phone or visit <https://www.lifewireless.com>. If you are a Massachusetts customer and we cannot resolve your issue, you have the option of contacting the Massachusetts Department of Telecommunications and Cable: Online: www.mass.gov/dtc; Phone: Consumer Hotline: 617-305-3531, Toll Free: 800- 392-6066; Mail: Department of Telecommunications and Cable, One Federal Street, Suite 0740, Boston, MA 02110-2012.

Puerto Rico Customers: Puerto Rico residents cannot be qualified for Lifeline under the Supplemental Security Income Program or Tribal Programs applicable to the indigenous population from Tribal Lands in the Continental USA. If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Puerto Rico Telecommunications Bureau of your grievance. Online: <https://www.net.jrsp.pr.gov/querellas> Mail: 500 Ave. Roberto H. Todd (Pda. 18 - Santurce), San Juan PR 00907-3981; Phone: 787-756-0804 or 787-722-8606; Email: querellasnet@jrsp.pr.gov or radicacionesnet@jrsp.pr.gov; In person: NET offices located at 500 Ave. Roberto H. Todd in Santurce, PR.

Texas Customers: Customer Eligibility Requirements. A customer is eligible for Lifeline Service if they meet one of the criteria of paragraph (1), (2), or (3) of this subsection as determined by the Low Income Discount Administrator ("LIDA"). Nothing in this section shall prohibit a customer otherwise eligible to receive Lifeline Service from obtaining and using telecommunications equipment or services designed to aid such customer in utilizing qualifying telecommunications services.

1. The customer's household income is at or below 135% of the federal poverty guidelines as published by the United States Department of

- Health and Human Services and updated annually;
2. A customer who receives benefits from or has a child that resides in the customer's household who receives benefits from any of the following programs qualifies for Lifeline Services: Medicaid, Food Stamps, Supplemental Security Income (SSI), Federal Public Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), or health benefits coverage under the State Child Health Plan (CHIP) under Chapter 62, Health and Safety Code; or
 3. A customer is an eligible resident of Tribal lands as defined in subsection (c)(5) of this section.

Washington State Customers: Customers can contact Customer Service without depleting their available minutes by dialing 611 from their handset. Complaints concerning Lifeline Service can be directed to:

Washington State Attorney General's Office 800 5th Ave. Suite 2000
Seattle, WA 98104-3188 1-800-551-4636 (in Washington only) 1-206-464-6684 <http://www.atg.wa.gov>

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