

# FREE4LIFE™ Overview & Additional Terms and Conditions

(formerly known as VisionOne – Revised and Effective June 5, 2018)

*Welcome to Cellular One. In order to help you understand your new wireless service, here are answers to some questions commonly asked by new customers. In addition to reviewing this document, it is very important that you read all of your Cellular Service Agreement, including the FREE4LIFE Additional Terms and Conditions, and price plan. Your agreement with Cellular One includes these terms and conditions, your Service Agreement, applicable supplemental terms and conditions, which are available at [www.cellularoneonline.com](http://www.cellularoneonline.com). Cellular One reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Cellular One website found at [www.Cellularoneonline.com](http://www.Cellularoneonline.com). **Cellular One, therefore, encourages all subscribers to review the Terms and Conditions on our Website periodically.** Once you have reviewed these materials, we will be happy to explain any portion of your agreement or answer your questions. By purchasing or activating your Cellular One Electronic Device or using any Cellular One service (“Service”), Customer (“You”) acknowledge and agree to the following terms and conditions:*

## 1. YOUR FREE4LIFE SERVICE

FREE4LIFE is part of the federal government Lifeline benefit program and only qualified persons may participate. Applicants must present documentation of income or program participation. Lifeline service may not be transferred to any other individual, including another eligible low-income consumer. By law, the Lifeline program is only available for one phone line per household, whether landline or wireless. More details are contained in this FREE4LIFE Customer Overview and Additional Terms and Conditions.

## 2. YOUR ELIGIBILITY FOR FREE4LIFE SERVICE

You are eligible for FREE4LIFE Service if you are 18 years of age or older and live on a Native American Indian Reservation within Cellular One's service area and you participate in one or more of the following programs: (i) Arizona Health Care Cost Containment System (AHCCCS) (Arizona only) or Medicaid (New Mexico & Utah); (ii) Food Stamps; (iii) Supplemental Security Income ("SSI"); (iv) Federal Public Housing Assistance; (v) Veteran Pension or Survivors Benefits; (vi) Bureau of Indian Affairs General Assistance; (vii) Navajo Nation Program for Self-Reliance (formerly T.A.N.F.); (viii) Head Start (only those meeting it's income qualifying standards); (ix) Kids Care (Arizona only); (x) Tribal Food Distribution Program. You may also qualify for Lifeline under income-based criteria. A consumer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size.

Only one federally subsidized telephone is available per household. Additional lines are not subject to the discounted FREE4LIFE rates.

**AS PART OF THE FEDERAL LIFELINE PROGRAM YOU ARE REQUIRED TO RECERTIFY YOUR ELIBILITY EVERY YEAR. IF YOU ARE UNSURE IF YOU HAVE RECERTIFIED FOR A CURRENT YEAR CALL CUSTOMER CARE AT 1-800-730-2351, OR SPEAK TO A SALES REPRESENTATIVE AT A RETAIL STORE.**

## 3. YOUR AGREEMENT; WHAT YOUR CONTRACT CONSISTS OF; WHEN THE CONTRACT STARTS

Your Contract for cellular service with Cellular One consists of the “Service Agreement” form that you signed or accepted, and these additional Terms and Conditions. Your agreement for FREE4LIFE Service with Cellular One begins when you sign the Service Agreement, when you call to activate your FREE4LIFE Service, or when you open the inside package of any equipment you receive by mail, whichever applies.

## 4. AGREEMENT TERM AND EARLY TERMINATION

Your initial contract term will be for a finite number of days, which is described in your Cellular Service Agreement. Charges may be paid in advance or may be charged to a credit card acceptable to Cellular One. At the end of your initial term, you may renew or convert your agreement to a different Cellular One price plan.

## 5. EQUIPMENT

Cellular One may provide subscribers with a handheld phone device at a promotional rate or at no additional charge for the initial term of service.

## 6. CONSTRUCTION CHARGES

In some cases you may be required to pay a construction, facility or temporary development charge. This charge is in addition to the regular rates and installation charges. Cellular One may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits, or poles for the placement of equipment. Generally construction charges will not apply for the addition of channels or facilities required to provide better grades of service in rural areas where facilities are in place. However, in unusual cases, where the cost of providing such facilities is excessive, construction charges may be applied based on the circumstances in each case. You will be notified of such charges, if applicable, prior to incurring them. With approval of Cellular One, arrangements may be made for the payment of construction charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid installments are due upon termination of service.

## 7. MONTHLY BILL

If you purchase the FREE4LIFE subsidized service up front, you will not receive a bill. You may receive a monthly statement that includes charges for services not included in the FREE4LIFE plan. These charges may include (i) construction charges, if applicable, as described above; and (ii) any activation or equipment charges paid on an installment plan basis.

## 8. MONTHLY MINUTE ALLOWANCE

FREE4LIFE Program A Plan: Includes Unlimited Nationwide Talk and Text (SMS). This means you have no monthly minute allowance for voice calls and texts. Calls or texts can be made or received whether you are within the Cellular One Network or if you are roaming on another carrier's network that Cellular One currently has a roaming agreement with.

## 9. MONTHLY DATA ALLOWANCE

Your FREE4LIFE Plan provides 1GB of data per 30-day billing cycle on the Cellular One Network, or any network in which Cellular One currently has a roaming agreement in place (see paragraph 12 below). Data that is unused will be forfeited and your unused allotment will not roll over to the next billing cycle. You may purchase data bundles to increase your monthly allotment of 1GB, or if you exceed the monthly data allotment of 1GB during your billing cycle. Cellular One has a 2G, 3G, and 4G/LTE network. 3G and 4G/LTE is not available in all areas of its coverage area. See paragraph 12 below for more information. To utilize 3G and/or 4G/LTE your phone must be 3G and/or 4G/LTE capable and have a sim card that is 3G and/or 4G/LTE capable. Where 4G/LTE is unavailable or if your phone is not capable of using 4G/LTE you will receive 2G or 3G data speeds. Data speeds are not guaranteed.

## 10. CELLULAR ONE'S COVERAGE AREA

Cellular One's Coverage Area can be found at [www.cellularoneonline.com](http://www.cellularoneonline.com). These maps are for general informational purposes only. The coverage maps depict the general coverage area of Cellular One. The coverage maps are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of the network's roaming partners, if applicable. **Cellular One reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners' network.** Cellular One's decision to prioritize your cellular service to a chosen roaming partners' network, or slow the bitrate throughput rate on a roaming partners' network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Cellular One's sole discretion. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower data speeds or no data connectivity and call interference. This could occur due to many factors including your device, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions. You will not be able to operate your phone or make 911 calls if service is not available.

## **11. INTERNATIONAL SMS & MMS SERVICES**

Your FREE4LIFE service will include unlimited originating and terminating SMS & MMS messages. This means you will be able to send and receive picture mail and text messages to/from international numbers at no additional charge.

## **12. INTERNATIONAL CHARGES**

International calls are not included in your FREE4LIFE plan. Such calls must be paid for in advance using pre-paid airtime at the time that the call is placed. International charges vary by country. Prepaid airtime can be added to the phone through the IVR by calling 123 from your phone or (866) 631-3886, or visiting our website at [www.cellularonline.com](http://www.cellularonline.com).

## **13. TAXES AND SURCHARGES**

Federal, state and (where applicable) local taxes are additional on service and replenishments.

## **14. DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION**

Most Customer concerns can be resolved through our Customer Solutions Department. However, if a concern cannot be resolved, all Customer disputes will be resolved through the American Arbitration Association using the Wireless Industry Arbitration Rules. You may also attempt to resolve your dispute by writing to the Arizona Corporation Commission, Utilities Division, 1200 W. Washington, Phoenix, Arizona 85007; the New Mexico Public Regulation Commission, P.O. Box 1269, Santa Fe, New Mexico 87504; or the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C. 20554.

Please note that we reserve the right to make changes to the Cellular Service Agreement, as well as to our business practices and procedures.

## **15. FRAUD**

Cellular One reserves the right to cancel your FREE4LIFE service at any time in the case of fraud. Fraud includes but is not limited to multiple FREE4LIFE phones subsidized by the Federal Lifeline Program, at the same address, if there is a change in Customer's residency or if Customer no longer qualifies for FREE4LIFE.

## **16. AVAILABILITY**

FREE4LIFE Service is available to new eligible Customers as long as there is sufficient money in the Federal Lifeline funds to cover the discounted rates. In the event that Federal Lifeline funds are not sufficient to cover new applicants in any given year, Cellular One will allocate any and all remaining surplus funds until all qualified Customers are covered. Cellular One may vary the credit or the number of included minutes as required by changes in federal or state universal service funding support.

# **FREE4LIFE™ Additional Terms & Conditions**

## **17. FREE4LIFE WIRELESS SERVICE**

Following the execution hereof by both parties and the payment of any sums and satisfaction of any conditions required by Cellular One, Cellular One will provide Customer with FREE4LIFE/ Wireless Service ("FREE4LIFE ") in those locations where Cellular One is authorized to do so upon the terms and conditions and for the rates and charges as described herein and upon the rates, charges, terms and conditions of any tariff required to be on file with any state agency in this state. Customer acknowledges that Cellular One may, at its sole discretion, amend or add to any rates and charges for FREE4LIFE or otherwise. Customer further acknowledges that provision of FREE4LIFE is conditioned upon the uninterrupted connection between the Customer's equipment and the cellular network, as well as interconnection to wire line exchange or inter-exchange carriers-

## **18. MESSAGING (VIDEO AND PICTURE) AND DATA**

Certain messages, including those to third parties to participate in a promotion or other program, will result in additional charges.

Data Services are available only with particular Cellular One phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB; 1024MB equals 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your rate plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Data activity on your phone occurs regardless of who initiates the activity, and you are responsible for all data activity from and to your phone. Premium content (games, ringtones, songs, etc.) are priced separately. You will be charged for data usage on a pay per use basis unless you purchase a data bundle as part of your Service, or as otherwise provided by your Service.

## **19. PERMISSIBLE AND PROHIBITED USES**

Your Data Plan, if applicable, is intended for Web browsing, messaging, and similar activities on your Device and not on any other equipment. To provide a good experience for the majority of our Customers and minimize capacity issues and degradation in network performance, we may take measures including terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited data uses set forth in this Agreement or Cellular One's Fair Use Policy, found at [www.cellularoneonline.com/fair-use-policy](http://www.cellularoneonline.com/fair-use-policy), if Cellular One, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. In addition, if your total usage exceeds your data plan (amount is subject to change without notice; please check Cellular One's Terms and Conditions on [www.cellularoneonline.com](http://www.cellularoneonline.com) for updates) during a billing cycle we may block you, we may reduce your bitrate transfer speed (i.e., data speed) for the remainder of that billing cycle. If you use your Data Plan in a prohibited manner that could interfere with other Customers' service, affect our ability to allocate network capacity among Customers, or degrade service quality for other Customers, we may suspend, or terminate the Data Plan on your FREE4LIFE phone. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally, Cellular One may implement other network management practices, such as caching less data, using less capacity, and sizing video more appropriately for a Device to transmit data files more efficiently. These practices are agnostic to the content itself and to the websites that provide it. While we avoid changing text, image, and video files in the compression process when practical, the process may impact the appearance of files as displayed on your Device.

## **20. DATA PLANS**

Cellular One's FREE4LIFE Program provides a monthly data allowance of 1GB and is "Unrestricted Increments of Usage" up to the monthly allowance. Unrestricted Increments of Usage means Cellular One does not intentionally reduce a user's bitrate transfer speed. Once you reach the 1GB of data of usage you will not have data capability to access data services on your Device until the next billing cycle. Billing cycles are normally 30 days. You may purchase additional data bundles by calling \*123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care or at our Website at [www.cellularoneonline.com](http://www.cellularoneonline.com). Some Cellular One Devices allow you to purchase data bundles on your phone. See a store or call Customer Care for details.

## **21. ADDING PAY FOR USE WITH MONETARY CREDIT**

Your Cellular One FREE4LIFE service will only operate when you have a subscribed product or promotion that allows certain amounts, or units or you have a positive monetary balance available on certain Cellular One FREE4LIFE handsets. You may add a monetary balance by visiting a store location, calling \*123 from your handset, visiting an e-pay location, visiting a Cellular One store location, contacting Customer Care or at our Website at [www.cellularoneonline.com](http://www.cellularoneonline.com).

**BECAUSE OF FACTORS OUT OF ITS CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, CELLULAR ONE DOES NOT GUARANTEE DATA SPEEDS**

## **22. CONTENT OR APPLICATIONS**

Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") that you can purchase with your Device may not be sold by Cellular One. For some third party purchases, although the charges may appear on your Cellular One bill, Cellular One is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third party seller. You may be able to restrict access and certain services by implementing controls available at [www.cellularoneonline.com](http://www.cellularoneonline.com) or by calling Customer Care. When you use, download or install Content & Apps sold by a third party seller, you may be subject to license terms between you and third parties.

## **23. PRODUCT GUARANTEE**

A new subscriber to FREE4LIFE who is not completely satisfied with the service and or equipment may return the equipment and cancel Service within 60 days for a full refund. This guarantee does not apply to equipment, facilities, telephone sets, instruments or the like provided by another. Cellular One may refuse to return a Customer's applicable paid charges where the Customer has previously ordered the same or similar products or services from Cellular One and canceled such same or similar product or service.

## **24. LIMITATION OF LIABILITY AND INDEMNITY**

(a) Customer acknowledges that FREE4LIFE may not be completely private and may be interrupted, lost or limited for many reasons other than the negligence of Cellular One Service including, but not limited to, dialing errors, power failures, leaving the FREE4LIFE coverage area, malfunctioning of wire line services or equipment, interruptions in Cellular One's interconnections to wire line exchange carriers or inter-exchange carriers, "Dead Spots" or other incomplete coverage areas within Cellular One's local service area, and electronic or atmospheric interference. Customer agrees that Cellular One shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of Cellular One. Customer further acknowledges that Cellular One's liability for its own negligence or any other reason may not in any event exceed the prorated charge for FREE4LIFE during the period damages occurred, or, if less, the lowest appropriate limit established by any applicable tariff; in no event shall Cellular One be liable for any special, incidental or consequential damages, losses or injuries. Accordingly, Customer agrees to assume the responsibility of insuring against or otherwise bearing the risk of greater losses. For example, various methods are available to increase privacy, such as scrambling devices.

(b) No liability should attach to Cellular One for damages arising from errors, mistakes, omissions, interruptions, or delays of Cellular One, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing FREE4LIFE or facilities (including the obtaining or furnishing or information in respect thereof or with respect to the Customers or users of FREE4LIFE or facilities) in the absence of gross negligence or willful misconduct.

(c) Customer hereby agrees to indemnify Cellular One and hold Cellular One harmless from all suits, liabilities, costs and claims of any kind arising out of any actions, omissions or use of FREE4LIFE or any cellular telephone equipment ("Cellular Equipment") of or by Customer, any "User" (as hereafter defined) or any other individual or entity with Customer's or a User's consent.

(d) Customer hereby agrees to indemnify Cellular One against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities, against claims for infringement of patents arising from, combining with, or using in connection with, facilities of Cellular One, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by Cellular One.

(e) Cellular One is not liable for any loss, damage, accident, injury or the like occasioned by the use of FREE4LIFE or the presence of Cellular Equipment, or for any damage to any motor vehicle or other property resulting from the installation or presence of Cellular Equipment.

(f) When facilities of other companies are used in establishing connection to points not reached by Cellular One's facilities, Cellular One is not liable for any act or omission of the other company and their agents or employees.

(g) Cellular One shall not be liable for any defacement of or damage to, Customer's premises resulting from the existence of Cellular One's equipment on the premises or caused by the installation or removal when such damage is not the result of Cellular One's negligence.

(h) Cellular One reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

## **25. CELLULAR EQUIPMENT**

All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by Cellular One is borne by Cellular One unless otherwise specified. In case of damage to Cellular One's instruments or accessories due to the negligence or willful act of Customer and not due to ordinary wear and tear, Customer will be held responsible for the cost of restoring equipment to its original condition or of replacing the equipment. Customer is required to reimburse Cellular One for loss, through theft, of equipment or apparatus furnished by Cellular One. The operating characteristics of all Cellular Equipment used by Customer may not interfere with the FREE4LIFE offered by Cellular One to any of its Customers, Customer acknowledges that it is a breach of this Agreement to alter any Cellular Equipment or other equipment to permit Customer to defraud Cellular One or any other individual or entity in any manner.

## **26. CONSTRUCTION AND OTHER SPECIAL CHARGES**

(a) Provision of FREE4LIFE may require the payment of a construction, facility or temporary development charge by the Customer ordering FREE4LIFE or requesting facilities. This charge is in addition to the regular rates and installation charges. Cellular One may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits or poles for the placement of equipment. Generally construction charges will not apply for the addition of channels or facilities required to provide better grades of service in rural areas where facilities are in place. In unusual cases, where the cost of providing such facilities is excessive, construction charges may be applied, based on the circumstances in each case.

(b) With approval of Cellular One, arrangements may be made for the payment of construction charges in monthly installment spread over a reasonable period, generally not to exceed one year. All unpaid installments are due upon termination of service.

(c) The ownership of any network facilities provided or in part at the expense of Customer pursuant to these Terms and Conditions shall at all times be vested exclusively in Cellular One.

(d) In areas Cellular One considers hazardous or inaccessible to its employees, Customer may be required to furnish, install and maintain the facilities or equipment. Such installations are subject to Cellular One's approval to ensure safety, reliability, and network integrity.

(e) When Cellular One's equipment installed on Customer's premises requires electric power for its operation, Customer is required to provide such power.

## **27. FEES**

(a) All access charges, connection fees, and FREE4LIFE rates, charges and other fees are subject to change. Cellular One will provide 30daynotice. Customer is responsible for the payment of all charges for all: (i) calls made from Customer's number, including without limitations, all FREE4LIFE, international calls, access and any other charges and calls; and (ii) calls made to the Customer's number, including, without limitation, all access, FREE4LIFE and any other charges and calls.

(b) When an application for service which requires special engineering is canceled before service is established, Customer is required to reimburse Cellular One for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service has been established.

(c) The rate for FREE4LIFE Service may include surcharges and assessments. It does not include federal, state, and (where applicable) local sales taxes. Additional administration fees may be added to the rate.

(d) The activation charge for all Customer connections is up to Forty Dollars (\$40.00). FREE4LIFE Customers may be eligible for a credit through the federal Link-Up program.

(e) There is no installation charge for Customers who use a mobile handset. The minimum installation charge for fixed installations shall be One Hundred Fifty (\$150.00) Dollars. Additional installation charges shall be determined on a case-by-case basis and charged on a time and materials basis. Cellular One shall provide a price quote before commencing installation. Customer may cancel FREE4LIFE/FreedomFone without obligation if installation charges quoted are unacceptable.

## **28. TERM**

(a) Unless sooner terminated pursuant hereto, the term of this Agreement shall begin on the earlier to occur of the Agreement Date set forth on the face hereof of the date of activation and shall continue for an initial term (the "Initial Term") as provided on the FREE4LIFE Cellular Service Agreement. Upon termination by Customer, access fees will continue to accrue until the end of the Agreement or one (1) year from the initial term beginning, whichever occurs first. After the guarantee period expires, all fees charged to Customer or paid in advance by Customer are non-refundable.

(b) Cellular One may temporarily deny FREE4LIFE or terminate this Agreement: (i) upon the failure of Customer to pay any fees, charges or other sums when due; or (ii) pursuant to any applicable rule, regulation, tariff, or reasonable standards; or (iii) following Customer's breach of any provision hereof; (iv) following any attempt to use the FREE4LIFE fraudulently or in violation of any laws, rules or regulations, including use of service that interferes with another Customer's service, use for a purpose other than communication, or use of Directory Assistance to obtain a Customer's name for any purpose other than to facilitate the making of a telephone call; or (v) following any use of foul or profane language over the lines of Cellular One, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued charges and any other sums due Cellular One by Customer, even if billed after termination of this Agreement. No waiver of the right to terminate this Agreement will be implied from any failure to terminate this Agreement upon the first occurrence of a breach or default hereof.

(c) If Service is disconnected and subsequently re-established at the same location for the same Customer, a new initial contract period may apply, regardless of whether the equipment was removed.

## **29. CUSTOMER'S PROPRIETARY RIGHTS**

Customer has no proprietary right to any leased Customer equipment, telephone number or FREE4LIFE Service. Cellular One reserves the right to change systems, FREE4LIFE/FreedomFone unit numbers or telephone numbers as it considers necessary in the exercise of its sole discretion.

## **30. TOLL RESTRICTION SERVICE**

(a) Under the FREE4LIFE Plan, 900 services are blocked.

(b) Under the FREE4LIFE Plans, 1+ international dialing is blocked. Customers may purchase a pre-paid replenishment to make international calls.

## **31. GENERAL PROVISIONS**

(a) Customer acknowledges Cellular One's right to change the technical configuration of its FREE4LIFE Program and System, and Customer also acknowledges that there are no warranties of any kind extended with respect to FREE4LIFE and all FREE4LIFE is provided "AS IS".

(b) Customer agrees to comply with all applicable laws, rules, regulations and tariffs. Customer further agrees not to attempt to alter or modify any Cellular Equipment except as explicitly authorized by Cellular One or the regulations of the FCC.

(c) Other than as set forth herein with respect to permitted Users, Customers may not transfer or assign this Agreement without the prior written consent of Cellular One, and any attempted transfer or assignment by Customer without said consent is void.

(d) The waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity of enforceability of the remaining provisions, which shall be construed and interpreted in such a manner.

(e) Customer acknowledges and agrees that additional credit to the phone paid by the Customer shall be forfeited in the event Customer is disconnected from FREE4LIFE for any violation of the Lifeline Program.

(f) Regarding pre-paid (non-contract Customers) FREE4LIFE: Customer acknowledges and agrees that the phone line shall be disconnected for non-usage after 90 consecutive days. Further, any additional credit to the phone paid by the Customer shall be forfeited in the event of disconnection or if Customer does not renew the contract.

## **CELLULAR ONE OPEN INTERNET DISCLOSURE**

Smith Bagley Inc. d/b/a Cellular One of North East Arizona (“Cellular One”) is committed to providing all of its Customers with the best online experience possible. Cellular One complies with the Federal Communications Commission's ("FCC") Open Internet Broadband Industry Rules as they pertain to Cellular One as a mobile broadband provider. In our pre-purchase collateral and in the disclosures below, we seek to provide you with transparency into Cellular One’s network management practices, performance characteristics and terms and conditions of our services so that you can make informed choices about our mobile broadband services; and so that content, application, service and device providers have the information needed to develop, market, and maintain Internet offerings.

Cellular One does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management, nor do we block content, applications, or services that compete with our voice or video telephony services, subject to reasonable network management.

Generally, Cellular One does not impair or degrade (throttle) lawful Internet traffic on the basis of Internet content, application, or service, or use of a non-harmful device, subject to reasonable network management. In places and times of network congestion, we may manage data connection speeds for a small subset of Customers for short durations of time, in order to preserve the overall experience for the majority of our Customers. Cellular One may offer Customers the ability to choose a rate plan that provide usage at one speed for a set amount of data consumed, and a lower speed for additional data through the remainder of the billing cycle.

### **Acceptable Uses**

Cellular One permits the use of its broadband services for browsing the Internet (via Cellular One phones or devices, including Cellular One home routers), using email, downloading legally permissible content via the Internet, accessing and using corporate email and/or corporate business applications associated with its Customers’ places of employment.

### **Service Description and Performance Characteristics**

Cellular One utilizes 2G, 3G, and 4G/LTE speeds. Which network you can access depends on many factors, including but not limited to, your location, your device, and network congestion. 4G/LTE service is not available in all locations. Cellular One’s Coverage Area can be found at [www.cellularoneonline.com](http://www.cellularoneonline.com). Information on our data network is more fully explained in these Terms and Conditions under the heading “Speeds below. In rare cases of network congestion on the Cellular One mobile network, device management and Cellular One Digital Cellular traffic shall take priority over all other IP data traffic. This management is applied automatically to ensure that Digital Phone calls are maintained, especially in the event of an emergency.

### **Network Management Practices**

Cellular One does not block applications. At times of network congestion, Customers may experience delays in downloading or uploading files or a sluggish Web surfing experience. If significant congestion problems arise in the future, Cellular One’s approach is to determine the source of the problem, and to increase the capacity of the affected portions of its network and/or of its Middle Mile routes where warranted. In the event of congestion, all traffic is classified as best effort.

### **Important Information about Cellular One’s Broadband Internet Access Services and Cellular One’s Open Internet Disclosures**

This section provides information about Cellular One’s Broadband Internet Access Services. “Broadband Internet Access Services” refers to services that provide the capability to transmit data to and receive data from all or substantially all Internet endpoints. The network practices, performance characteristics, and commercial terms applicable to Cellular One’s Broadband Internet Access Services over our 2G, 3G, and 4G/LTE networks are described below. This page does not describe the practices, characteristics, or terms that apply when using roaming partner networks.



## **What Speeds and Performance Can Cellular One Broadband Internet Access Services Customers Expect?**

Many factors affect the speed and performance that Customers experience, including the programs running on the device, proximity to a cell site, the capacity of the cell site, the surrounding terrain, use inside a building or moving vehicle, radio frequency interference, how many other Customers are attempting to use the same spectrum resources, the high-speed data allotment and other features of your Data Plan, or data use that is more than what is used by 97% of what all Customers use in a month. Customer devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and service availability.

### **Speed**

The term “speed” is commonly used as a shorthand way to describe the rate at which a particular broadband Internet access service can transmit data. This rate (or speed) is typically measured in the number of kilobits or megabits transmitted in one second (Kbps or Mbps). Some applications like email or basic web browsing do not require a high-data speed to function very well, while other activities like video streaming or transferring large data files are better experienced with higher data speeds.

Based on analysis of third-party, crowd-sourced data and subject to the notes below, Cellular One expects Customers with broadband-capable devices and qualifying service will experience the following speeds on our 3G and 4G LTE network. These ranges are projections based on roughly the 25th and 75th percentiles of speed tests, while the peak represents the 99th percentile:

#### **4G LTE Network (On-Device):**

- Download speeds: Up to 8 Mbps.
- Upload speeds: Up to 2 Mbps.

#### **4G LTE Network (Via Smartphone Mobile HotSpot/Tethering, for Plans Including 4G LTE Tethering):**

- Download Speed: Up to 8 Mbps.
- Upload Speed: Up to 2 Mbps.

#### **3G HSPA+ Network:**

- Download speeds: Up to 5 Mbps.
- Upload speeds: Up to 1 Mbps.

For 4G, 3G and 2G coverage information, visit [www.cellularoneonline.com](http://www.cellularoneonline.com).

### **Speed Incidentals to Note**

Your 3G and 4G speed range will depend on your device as well as the factors described above. You can learn more about the capabilities of our 3G and 4G devices at [www.cellularoneonline.com](http://www.cellularoneonline.com). Customers using a 4G device within the 4G coverage area can expect to get 4G speeds. Customers using a 3G device within the 3G coverage area can expect to get 3G speeds. Customers with 4G devices will access the 3G network where it's available outside the 4G coverage area.

### **Latency**

Latency, also known as delay, is the amount of time from when a data packet is sent to when it is received. For Broadband Internet Access Services, latency is usually expressed as the round-trip time in milliseconds (“ms”) that it takes for a data packet to travel between two end points on the Internet (from point A to point B and then back to point A). Some applications, such as email, can tolerate a substantial amount of latency without any noticeable impact on the application's performance, while other applications, such as real-time video conferencing, require lower latency to function properly.

With respect to latency for use of real-time data applications, for Cellular One Customers, Cellular One expects round trip network to device latency to be approximately 90ms on its 4G LTE network, 83ms on its 3G network and 22ms on its 2G network. These figures are approximates and are affected by many factors, including but not limited to, what Customers are connecting to on the far end and the open Internet.

## **Device Restrictions**

All phones and devices connecting Customers to our network must be provided by Cellular One, due to network parameters in the device. More information about the specific devices approved for use on Cellular One's network can be found at its retail website at <http://www.cellularoneonline.com/phones>.

## **Security Measures**

Cellular One offers its wireless broadband Customers unrestricted access to all of the lawful content, services, and applications available on the Internet. However, Cellular One does use tools and policies to protect its Customers from spam and other unwanted or harmful Internet content. Cellular One scans all incoming e-mail to Cellular One provided e-mail domains for viruses and spam. Cellular One Customers have the option to turn off spam filtering only, however viruses are blocked and Customers do not have access to modify these rules. Cellular One's filters block over 3 million viruses from entering Cellular One's network as well as its Customers home and office machines every year. Although Cellular One takes measures to block viruses and spam, Cellular One recommends to its Customers, that each Customer have some type of third-party antivirus and firewall protection. Cellular One will not be held responsible for Customers' devices being infected by viruses, malware, spyware etc. Cellular One reserves the right to limit or block network traffic without prior notice to any account which is suspected of either intentionally or unintentionally performing port-scans, ping floods, or other malicious or virus-like activity. Additionally Cellular One may, at its sole discretion, block any data traffic which it determines poses a threat to the security of the network.

## **Contact Information**

Consumers may access our Pricing and Privacy policies via our website at <http://www.cellularoneonline.com>. Consumers may contact our Customer Service Department through the company's website, by visiting one of our stores, or by calling:

TOLL FREE: 1(800) 730-2351

LOCAL: (928) 537-7567

We are available to assist you:

Monday through Friday 6:00 a.m. – 7:00 p.m.

Saturday, Sunday, Holidays 8:00 a.m. – 5:00 p.m.

(Times listed are Arizona Standard Time)