

Pennsylvania Customer Terms of Service

Introduction

AB&T Wireless is brought to you by American Broadband & Telecommunications and is a Lifeline Assistance program supported by the Federal Universal Service Fund program ("Lifeline Assistance"). These Terms of Service apply to AB&T Wireless services and mobile phones activated on AB&T Wireless services. Please read these terms carefully.

These Terms of Service become effective by doing any of the following: activating an AB&T Wireless phone or using your AB&T Wireless phone after you make a change (i.e. add minutes and text messages to a plan as provided below) to your account. If you do not want to accept these terms, don't do either of these things and contact AB&T Wireless at 1-866-966-2628

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 AB&T Wireless service.

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Our Right to Make Changes

Our service is provided at our discretion. We may change our Terms of Service, including pricing for paid service options, from time to time. Unless expressly prohibited by law, we reserve the right to modify or cancel this service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms of Service. Check the AB&T Wireless website, www.ambt.net, for the most recent pricing. Your right to use our service is subject to our business policies, practices and procedures, rates and these Terms of Service, which we may change at any time. We will notify you of any change to these Terms of Service that are determined to be materially adverse to you 30 days in advance of such change. If you do not terminate your service within 30 days of receiving the notice of a change in these Terms of Service, you agree to accept any such changes

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Mobile Telecommunications Services

AB&T Wireless mobile telecommunications services uses the Verizon Wireless and Nationwide Sprint Network. AB&T wireless phones are provided free of charge. AB&T Wireless is not available for use with smart phones. You cannot use our service with any other mobile phone or device or on any other network, and you may not use your AB&T Wireless phone or device with any other service or network. Airtime may be used for domestic calling from the United States and for related services as provided in these Terms of Service.

The AB&T Wireless service is for personal use only. You may not use our service in a manner that interferes with another AB&T Wireless customer's use of our service. We have determined that our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other AB&T Wireless customers on similar service plans. Such atypical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. Unlimited voice services are provided solely for live dialogue between two individuals. Unlimited voice services may not be used for monitoring services, data transmissions, or other connections that do not consist of uninterrupted live dialogue between two individuals. AB&T Wireless phones and mobile phone numbers may not be used for pager or voicemail-only service, and AB&T Wireless may terminate any account if usage is limited to pager service or voicemail retrieval service.

You agree not to use AB&T Wireless services in any way that is illegal, fraudulent or abusive, as determined by AB&T Wireless in its sole discretion. You may not alter any of the hardware or software on your AB&T Wireless phone for any purpose. We may change your mobile phone's software, applications or programming remotely and without notice. This may affect stored data or other personal information or programming on your mobile phone for which we are not responsible. AB&T Wireless phones may not be purchased in bulk or sold to third parties.

The software and Data Content on the AB&T Wireless phones, including the operating system, applications, data, information, music, games, images, text and other material, are owned by AB&T Wireless. You are permitted to use this software and Data Content solely in connection with your use of the AB&T Wireless phone with our service as expressly authorized under these Terms of Service. You may not distribute or upload any pre-loaded software or content to another device or transmit or broadcast the software or content, or otherwise copy or use the software or content in any manner not expressly authorized under these Terms of Service or any other governing terms of use relating to any downloaded content or applications. If you violate these Terms of Service, including without limitation by using an AB&T Wireless phone or device on another network without our prior written consent by modifying any hardware or software on an AB&T Wireless phone or device, or by distributing, copying or otherwise using any of the software or content on an AB&T Wireless phone in a manner that is not authorized by these Terms of Service or any other governing terms of use relating to any downloaded content or applications, your license to the software and content shall terminate immediately and your continued use will constitute copyright infringement.

AB&T Wireless service is only available in geographic areas covered by the digital service network footprint of the Verizon Wireless and Nationwide Sprint Network. Local phone numbers may not be available in certain markets.

Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by your damaging your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify AB&T Wireless at 1-866-966-2628

within seven days of the interruption. Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and

beyond our control, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

Rates that vary based on the time of a call will be determined based on the location of the network equipment providing service for a particular call and not on the location of your mobile phone or your mobile phone's area code. Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through the network's termination of the call (after you hang up). Therefore, call time data displayed on your mobile phone may be inaccurate and may not be relied upon for billing purposes.

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Availability

AB&T Wireless is only available for activation by customers who reside in the areas in which AB&T has been designated as an Eligible Telecommunications Carrier ("ETC"). Your principal residence address must be within an AB&T ETC service area. Visit www.ambt.net to check whether you reside in an AB&T ETC service area. To be eligible for AB&T Wireless service, you must meet the applicable eligibility standards described below, which may be amended from time to time.

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Eligibility

Eligibility for AB&T Wireless service varies by state. You may qualify for AB&T Wireless if you participate in any of the government programs listed on your AB&T Wireless application or based on household income eligibility standards. If you seek to qualify for AB&T Wireless based upon participation in a qualifying federal or state program, you may be required to provide proof of program participation such as program identification card or other social service agency document that shows you currently participate in one of the programs enumerated above. If you seek to qualify for AB&T Wireless under the household income eligibility standards, you are required to provide written documentation of your household income. AB&T Wireless shall be required to review, but not retain, all such certifications and documentation to furnish proof of your eligibility as may be required by applicable law. By completing the AB&T Wireless application, you consent to the release of your information (including financial information) to our designated agent as required for the administration of your AB&T Wireless service. This consent survives the termination of this Agreement. AB&T Wireless reserves the right to review your eligibility status at any time and require you to provide AB&T Wireless with written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone account at your principal residence, for the avoidance of doubt, only one Lifeline benefit per household is permitted. If you or any member of your family unit receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through AB&T Wireless.

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Non-Transferable and Non-Assignable

Eligibility for AB&T Wireless is personal to you. You may not transfer to any third party any of your rights or benefits received under the AB&T Wireless service, including, but not limited to, any voice minutes received under the AB&T Wireless service. Similarly, you may not assign your rights or delegate any of your duties under these terms without the prior written consent of AB&T Wireless, and any attempted assignment or delegation without such consent shall be void. AB&T Wireless may assign all or part of these terms or your debts under these terms without notice.

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AB&T Wireless Service

American Assistance is a Lifeline Assistance program brought to you by American Broadband and Telecommunications and is supported by the Federal Universal Service Fund. Qualified applicants can receive a FREE cell phone, **250 FREE monthly minutes** and **250 FREE text** messages

AB&T will offer the following Lifeline Plans to Pennsylvania customers:

(1) 250 voice minutes/250 texts per month plan at no charge to Lifeline-eligible consumers – Includes a free cell phone, 250 monthly talk minutes of voice at no charge 250 text messages per month at no charge, access to 911, free voicemail, caller ID and call waiting, free access to operator service and directory listings for publicly listed, domestic, landline telephone numbers and addresses. The 250 monthly talk minutes of voice and 250 text messages per month will automatically renew each month at no cost to the qualified applicant.

(2) 500 voice minutes/500 texts per month plan at a low monthly rate to Lifeline-eligible consumers (\$10.70/mo. after application of the \$9.25 Lifeline credit to the non-Lifeline rate of \$19.95) to Lifeline-eligible consumers – Includes a free cell phone, 500 voice minutes and 500 text messages per month, access to 911, free voicemail, caller ID and call waiting, free access to operator service and directory listings for publicly listed, domestic, landline telephone numbers and addresses, and no annual contracts.

(3) Ability to apply the \$9.25 Lifeline credit to the Company's non-Lifeline packages – Lifeline subscribers may enroll in the identical packages that the Company intends to offer to its Pennsylvania non-Lifeline customers. These plans include the following option (showing the non-Lifeline plans rates):

<u>P - Prepaid</u>	<u>Price Per Month</u>
1,500 Minute Talk/1500 Text	\$29.95
1,000 Texts and 250 Talk Minutes	\$19.95

. All of these plans offer access to 911, free voicemail, caller ID and call waiting, free access to operator service and directory listings for publicly listed, domestic, landline telephone numbers and addresses, and no annual contracts.

AB&T Wireless Top Up Plans

100 Talk	100 Talk Minutes	\$6.99
250 Talk and Text	250 Talk Minutes + 250 Text Messages	\$9.99
500 Talk and Text	500 Talk Minutes + 500 Text Messages	\$19.99
1,000 Talk and Text	1,000 Talk Minutes + 1,000 Text Messages	\$29.99
100 Text	100 Text Messages	\$2.99
300 Text	300 Text Messages	\$4.99
500 Text	500 Text Messages	\$7.99
1,000 Text	1,000 Text Messages	\$12.99

- See more at: <http://www.americanassistance.com/>

Expiration

Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months, and may not be transferred or assigned to any third party... If you use all of your monthly voice minutes before a new monthly cycle starts and you have a sufficient balance in your account, you will be charged 10 cents for each additional minute you use. If you use all of your all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your mobile phone to make or receive voice calls (other than 911 emergency calls or calls to AB&T Wireless customer service at 1- 866-966-2628 or 611), until the start of the next monthly cycle.

Account Status

Your account will remain active as long as you meet the applicable eligibility standards for AB&T Wireless service. You are responsible for notifying AB&T Wireless if you no longer meet the applicable eligibility standards for AB&T Wireless within five days of becoming aware of your ineligibility by calling A8&T Wireless at 1- 866-966-2628 or sending a written notice to AB&T, PO Box 577, Toledo, OH 43604. In addition, if you receive a notice from AB&T Wireless requesting that you certify your continued eligibility status, you must do so within 30 days after you receive such notice either on the AB&T Wireless website at www.AMBT.net, by completing a new Lifeline Service application or by sending a written notice to AB&T, PO Box 577, Toledo, OH 43604 along with required proof of eligibility.

In Pennsylvania, AB&T will then independently verify this certification by cross-checking the Department of Public Welfare’s database of eligible customers.

If AB&T Wireless has determined that you are no longer eligible for AB&T Wireless service either because 1) you have notified us of your ineligibility; 2) you have failed to respond to a request by AB&T Wireless to confirm your eligibility by the response date; or 3) you have responded to a request by AB&T Wireless to confirm your eligibility but failed to submit adequate proof of your eligibility status; or 4) AB&T Wireless learns you are no longer eligible through communication with a state agency, AB&T Wireless will notify you that you are no longer eligible for A8&T Wireless service. You must confirm eligibility by submitting adequate proof of your eligibility status within 30 days following notification of ineligibility in order to have your eligibility restored.

In addition, if you do not make a voice call or send a text message at least once during any 60-day period, AB&T Wireless may notify you that you are no longer eligible for AB&T Wireless service. If you receive a notice of inactivity, you must make a voice call or send a text message at least once during the 30-day period following such notification in order to have your eligibility restored.

Payment Methods for Paid Service Options

For wireless phone usage in addition to your 300 monthly minute allocation and in order to utilize messaging, data and other enhanced services or features, you must add money to the cash balance of your AB&T Wireless account.

Top-Up

You add money to the cash balance of your AB&T Wireless account by using one of our Top-Up methods. You can Top-Up your account by (1) registering your credit/debit card or PayPal account (a "registered payment method"), or (2) buying an AB&T Wireless Top-Up card at any of thousands of retail locations, or (3) making a payment at any of our authorized payment centers. Call 1- 866-966-2628 for payment center locations in your area

You can Top-Up using a credit card, debit card or PayPal account. The minimum amount per Top-Up is \$10 and the maximum amount per Top. Up is \$120. You may only add \$150 to your account in a single day and the maximum account balance at one time is \$400. The value of any Top-Up amount or card cannot be applied to any wireless service other than AB&T Wireless.

Auto Top-Up

You can register to automatically Top-Up your account. By registering for Auto Top-Up, you agree to have the Auto Top-Up amount you have selected deducted from your credit card, debit card or PayPal account and added to your AB&T Wireless account according to one of the following options: (1) once every month on the date you specify; (2) once every 90 days; (3) once every 45 days; or (4) when your balance falls below \$5. The minimum Auto Top-Up amount is \$10.

You can set up, modify, or cancel your Auto Top-Up preferences at www.ambt.net or by calling AB&T Wireless at 1- 866-966-2628

Payment Methods for Monthly Recurring Charges

If you have authorized the use of your registered payment method for monthly subscription charges, we will first attempt to deduct your monthly payment from your cash balance. If you do not have a sufficient cash balance to cover your monthly charge, we will charge your registered payment method.

Alternatively, you may use Top-Up for payment of recurring monthly charges. You may also use Top-Up to add to your cash balance for any service option and use that cash balance for other services.

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Account History

Your account history for the previous 60 days will be available by calling AB&T at 1- 866-966-2628

If you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch. You may request a printed statement detailing 60 days of account history by sending a written request to AB&T, PO Box 577, Toledo, OH 43604 Attention: Account History and you will be assessed a \$50.00 processing fee for this service. If you deactivate your services or change your mobile phone number, you may obtain your account history by contacting AB&T Wireless at 1 866966-2628

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Taxes and Surcharges

Stated prices for our service options do not include certain taxes or surcharges. NAT Wireless charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. AB&T Wireless collects sales taxes on all direct Top-Up transactions and, in certain states, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transaction that occur through such third party retailers. Taxes and fees are subject to change without notice.

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Messaging

You can send and receive text messages of up to 160 characters, including the address and subject line, or picture messages with audio and up to 500 characters on your AB&T Wireless phone. Certain types of messages are device dependent. Standard message rates apply when a message is sent or received, whether it is read or viewed. If you purchase a monthly allotment of messages, unused monthly allotment of messages from one monthly billing cycle do not carry over to the next monthly billing cycle.

You may purchase a subscription for monthly packs of domestic text and talk ("Messaging Packs") on the following terms: Each domestic text, IM that you send or receive, including each email notification message that you receive, will be deducted from the available messages in your purchased Text Messaging Pack. Unused messages expire at the end of your monthly Text Messaging Packs subscription period and will not be applied to subsequently purchased Messaging Packs. If you use all the messages in your Text Messaging Pack, each additional domestic text, IM, notification message costs 10 cents. If you do not have sufficient funds in your account to pay your monthly subscription charge, you will not receive your monthly allocation of messages associated with your Text Messaging Pack and you will be charged 10 cents for each domestic text message. The next month, you will be charged the monthly subscription charge for the Text Messaging Pack that you selected previously.

Preventing Spam

If you are receiving unwanted text messages ("spam"), contact the source and unsubscribe or remove your mobile phone number from the service.

Unsolicited Messages

If you intentionally send spam from your AB&T Wireless phone, we may terminate your service without further notice.

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Additional Charges

There is a charge of \$1.75 for each call to directory assistance plus airtime charges for minutes used. This charge is subject to change.

You may check your balance at any time free of charge by calling 1- 866-966-2628 or *611 from your mobile phone.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Calls are limited to two hours: if you are on a call for longer than two hours, the call will automatically terminate.

You can switch your number to another AB&T Wireless phone by calling AB&T Wireless at 1- 866-966-2628 to switch your mobile phone number, in which case you will be charged \$10. (This charge is subject to change.)

If your account is deactivated for any reason, AB&T Wireless will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account.

Please contact AB&T Wireless at 1- 866-966-2628 or visit our website at www.ambt.net for additional pricing information or answers to any questions about our services. Calls to AB&T Wireless may be monitored and recorded for quality AB&T.

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Disputed Charges

If you think that there has been an error in any charge to your account, you must notify us within 60 days after the charge appears on your account. Call AB&T Wireless at 1- 866-966-2628

and one of our advisors will investigate your claim. If you do not notify us, within this 60-day period, you waive any right to dispute the charge, including in arbitration or a court proceeding. We will credit, refund or provide other compensation to you if we determine that the disputed charge was inappropriate and was raised by you in a timely manner. If we credit, refund or provide other compensation to you to settle a disputed charge, you agree that the dispute is fully and finally resolved and not subject to further proceedings. We are not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If an unauthorized or disputed charge for a third-party product or service appears on your statement, you must contact that third party directly. Third-party contact information is available on your statement. You may also call AB&T Wireless at 1- 866-966-2628.

In addition, Pennsylvania subscribers also may contact the Pennsylvania Public Utility Commission by mail at P.O. Box 3265, Harrisburg, PA 17105-3265 or by phone at 1-800-692-7380.

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Account Suspension Related to Credit Card Chargebacks

If we have attempted to charge your credit card or PayPal account for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company or PayPal withholds such payment because the charge has been disputed (a "Chargeback"), we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period and AB&T Wireless will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account. If your account is reactivated, you may be charged a fee for each Chargeback. If there are multiple Chargebacks associated with your account or we suspect or confirm any fraudulent activity in connection with your payments, we may, without limiting any other rights available to us, elect in our sole discretion to require you to add money to the cash balance of your AB&T Wireless account solely by means of Top-Up cards.

Refunds and Returns

No Refunds of Top-Up Cards and Monthly Charges

AB&T Wireless is not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. Top-Up cards must be applied to your account within 5 years of purchase. AB&T Wireless does not accept returns of or provide refunds for Top-Up cards. Please ask your retailer any questions regarding its return policy. All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone after you buy airtime, and regardless of whether the mobile phone is used with your consent or knowledge.

Monthly charges are non-refundable.

Returning Your AB&T Wireless Phone

Mobile phones purchased directly from AB&T Wireless and may be returned for a full refund within 30 days of purchase. You must have the original receipt, packaging materials and all components. Please contact AB&T Wireless at 1-866-966-2628 for instructions.

Mobile phones purchased at a retail store may be returned to that store in accordance with the store's return policy. Please repack the mobile phone and all components and bring it to the store at which you purchased it.

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Lost or Stolen Equipment

If your mobile phone is lost or stolen, you are responsible for charges incurred until you notify us of the loss of your mobile phone by visiting our website (www.ambt.net)

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Mobile Phone Number

The mobile phone number we provide for your use is and will remain under the control of AB&T Wireless. We may give the mobile phone number to another customer without telling you if you cancel your service with AB&T Wireless in order to use another mobile service (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), or if your account expires and is deactivated. We may also change your mobile phone number at any time, although we will notify you prior to any change. You can request to change your mobile phone number up to three times each year.

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Keeping Your Old Mobile Phone Number

Depending on where you live, you may transfer an existing wireless or wireline carrier telephone number to your AB&T Wireless service for use as your mobile phone number. To switch an existing phone number to AB&T Wireless, contact AB&T Wireless at 1-866-966-2628. Before you call, please have a bill from your existing wireless or wireline carrier available. When you switch from another wireless carrier to AB&T Wireless, you may have to pay a termination penalty to your former carrier if you terminate your contract early. AB&T Wireless will not reimburse you for any termination fees Imposed by other carriers.

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Acceptable Use of AB&T Wireless Products and Services

You may not *use* AB&T Wireless's service for any illegal purpose, including to harass, threaten, abuse, defame, or slander any individual or entity. You may not use our service in a manner that interferes with another AB&T Wireless user. You may not use, or attempt to use, AB&T Wireless's service for profit or any other gain, including, but not limited to, selling, attempting to sell, or in any way transferring to a third party any service from AB&T Wireless.

AB&T Wireless provide messages, data, information, music, games, images, text or other material for your private, non-commercial use only. You may not sell or resell this Data Content. You may not upload and transmit or broadcast this Data Content in public places. These uses are expressly prohibited by AB&T Wireless. You will be solely responsible if you engage in any unauthorized use of this Data Content.

[Content Objectionable or Offensive to Third Parties](#)

You may not publish, copy, reproduce, upload, download, post, distribute, edit, modify, or otherwise transmit ("Post") any content that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, harassing, threatening, abusive, harmful, or otherwise objectionable, or that infringes upon or otherwise violates others' rights, including privacy rights.

[Unlawful Content](#)

You may not Post any content that encourages or is in furtherance of an unlawful, criminal, or fraudulent activity or that violates any AB&T Wireless rule or policy.

[Soliciting Information](#)

You may not Post any content that solicits any information from other customers or involves any commercial activities, including *advertisements*.

[Infringing Content](#)

You *may* not Post any content that may infringe on or otherwise violate any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any person. Infringement may result from the unauthorized copying, posting, editing, modifying or distributing of any content, including ringtones, graphics, pictures, photographs, logos, software, articles, music, games, or videos. By Posting any content, you represent that you have legal rights to use, distribute and publish such content.

[Harmful Content](#)

You agree not to Post any content that contains viruses, worms, time bombs or other similar programs that would interfere with or disrupt our provision of services.

[Removal of Objectionable Content](#)

We reserve the right, in our sole discretion, to remove or delete any content that you Post on our service that violates these Terms of Service or is otherwise deemed objectionable by us in our sole discretion. We may delete content that you have downloaded to your personal vault or limit the amount of content that you may download during any given period.

[Suspension or Termination of Service](#)

We reserve the right to issue a warning and to suspend or terminate your access to www.ambt.net website, any other website we operate or to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of AB&T Wireless, or for any other reason in our sole discretion.

[Storage of Content](#)

Some content may not be stored or processed because of personal vault memory limitations. You agree that AB&T Wireless is not liable for the deletion of or failure to store content, and, In compliance with these terms, you should store photographs and other information permanently by using another means, such as a CD-R or personal computer. Content may expire within 60 days of its original download or use unless you otherwise request its retention and/or preservation. We also disclose to third parties any content necessary to respond to claims that such content violates the rights of third parties or to protect the rights and property of AMBT Wireless.

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Location-Based Services

Location-based information is information that indicates the location of your AB&T Wireless phone. When you turn on your mobile phone, your device automatically communicates with our network and relays its current location unless you have turned off you

handset's location functionality. The accuracy of location-based services may be affected by circumstances beyond our control, including atmospheric, geographic or topographic conditions. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location, or that service will be provided without interruption.

By using our location-based services, you consent to have us electronically collect, monitor and track your physical location and the location of your mobile phone. We collect and disclose your location information only to provide you with the location-based services you have requested, or in emergency situations as prescribed by law. If you allow others to use your AB&T Wireless phone, you are responsible for informing these users that their location information may be collected or disclosed. We will not provide your location information to third parties without your consent other than as prescribed by law.

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AB&T Wireless Website

You may use our website located at www.ambt.net

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Teletype ("TTY") Access

For information concerning TTY access for the hearing-impaired, please contact AB&T Wireless at 1 866-966-2628

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Pay-Per-Call Services

AB&T Wireless will not directly complete any calls to 1-900, 1-976 or other pay-per-call services.

Safety and Security

AB&T Wireless is not responsible for the content or security of voicemail, messages or contact lists you create. We urge you to create a password to access your voicemail.

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, always use a hands-free device and never use your mobile phone to send text messages. Always use your ABU Wireless phone in accordance with all applicable laws and regulations.

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Use of Your Customer Information

In the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We always will handle this data, so-called "Customer Proprietary Network Information" ("CPNI") in accordance with Federal Communications Commission regulations, and federal consumer privacy laws. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure. We will not intentionally share your personal information without your permission. We may, from time to time, use the information you provide us to market services to you that may be related to our service offerings.

To comply with appropriate legal process, AB&T Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account history, account information, or other transmission data properly requested by law enforcement.

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Dispute Resolution

AB&T Wireless and you each agree to contact each other first with any disputes. You must contact us with any dispute by calling AB&T Wireless at 1- 866-966-2628 or writing us at AB&T Wireless, PO Box 577, Toledo, OH 43604 Attn. Executive Escalations, and providing a description of the problem, all relevant documents/information and the proposed resolution. We will contact you at the last address that you have provided us or on your mobile phone. We each agree to negotiate in good faith to resolve any dispute. You agree to pay all amounts reflected on your account statement, even while a dispute is being resolved.

Pennsylvania resident should take unresolved questions or complaints regarding Lifeline services to the Pennsylvania Utility Commission Bureau of Consumer Services at 1-800-692-7380.

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No Trial by Jury

To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding.

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Limitation of Liability

Unless prohibited by law, AB&T Wireless and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that AB&T Wireless is not liable to you or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. AB&T Wireless assumes no risk or responsibility for your use of any of the content provided as part of our services. We are not liable for (1) any act or omission of any

other company furnishing a part of our service or any equipment provided for such service, (2) errors or omissions of any vendors participating in offers made through us, (3) any damages that result from any product or service provided by or manufactured by third parties, or (4) any unauthorized or disputed charges for AB&T Wireless 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, You acknowledge that no fiduciary or other special relationship exists between you and AB&T Wireless, by virtue of these Terms of Service or your use of AB&T Wireless phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from your address book, or data content or messages from your voicemail system.

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Indemnification

You agree to indemnify and hold harmless AB&T Wireless and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from your use of AB&T Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

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Warranties

We do not manufacture our mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

For Lifeline subscribers in Pennsylvania, where there is a programming error, the phone is found to be defective, or has a battery or charger issue, if the phone is returned during a 30-day warranty period. AMBT's warranty policy for phones is 30-days "no questions asked". If a customer contacts the Company after 30 days, AMBT requests the subscriber identify the problem with the phone and will replace the phone for a fee, depending on model. The 30-day period for returns start once the subscriber places the first call, after the initial activation call.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

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Effect of Terms of Service

These Terms of Service supersede all oral or written communications and understandings between you and AB&T Wireless with respect to our products and services to you and the terms under which they are offered and provided to you. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of Service are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms of Service. No provision of these Terms of Service provides any person or entity not a party to these Terms of Service with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third-party beneficiary rights.

Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of Ohio.

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Notices

You may notify us by mail (AB&T Wireless, PO Box 577, Toledo, OH 43604), phone (1- 866-966-2628) or electronic means (via our website at www.ambt.net).

Pennsylvania Residents

Unresolved questions or complaints regarding Lifeline service may be directed to the Pennsylvania Public Utility Commission's Bureau of Consumer Services toll free at 1-800-692-7380.
