



## AMERICAN BROADBAND AND TELECOMMUNICATIONS WIRELESS

### TERMS AND CONDITIONS FOR AMERICAN ASSISTANCE

This Agreement (including any attachments or schedules and applicable tariffs) governs the provision of the Services by American Broadband & Telecommunications (referred to herein as “AB&T,” “American Assistance,” the “Company,” “We” and “Our”) to you (referred to herein as “ you,” “your,” “applicant,” “subscriber,” or “user”) and your use of the Services and Mobile Devices activated for use with the Services.<sup>1</sup> As used in this Agreement, the term: (A) “Services” means services to the subscriber under a service plan provided by or through AB&T to your Mobile Device; and (B) “Mobile Device” means a mobile phone or other device, accessory or other product, provided or sold to you by AB&T, or that is activated or used under your AB&T wireless account.

American Assistance is brought to you by American Broadband & Telecommunications and is a Lifeline Assistance program supported by the Federal Universal Service Fund program (“American Assistance” or “Lifeline Service”). These Terms of Service apply to the American Assistance services and mobile phones activated on AB&T’s networks and services.

#### **Part 1: General Service Terms and Conditions**

Read Carefully. Please read these terms and conditions carefully as they contain information about your use of the Services and the Mobile Device. This Agreement becomes effective and legally binding upon you when you activate or use a Mobile Device associated with the Services. If you do not want to accept these terms, do not use or active the mobile device and contact American Assistance at 1-866-966-2628. You must be 18 years old 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 American Assistance service. **IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT OR ARE NOT 18 YEARS OLD, PLEASE DO NOT USE OR ACTIVATE THE MOBILE DEVICE.**

Disclosure of Rates and Terms of Service to Consumers. For each service plan offered to new consumers, the Company will disclose to consumers at point of sale and on their web sites, at least the following information, as applicable: (a) the coverage area for the service; (b) the monthly access fee or base charge; (c) the amount and nature of any voice, messaging, or data allowances included in the plan; (d) the charges for domestic usage in excess of any included allowances or outside of the coverage area; (e) for prepaid service plans, the period of time during which any balance is available for use; (f) whether there are prohibitions on data service usage and whether there are network management practices that will have a material impact on the customer’s

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<sup>1</sup> In Missouri, the entity providing service is American Assistance, not “American Broadband and Telecommunications Company”

wireless data experience; (g) whether any additional taxes, fees or surcharges apply; and (h) the amount or range of any such fees or surcharges that are collected and retained by the carrier.

When a customer initiates new service or a change in existing service, AB&T will provide or confirm any new material terms and conditions of the ongoing service with the customer.

Advertising Disclosures. In advertising of prices for wireless service plans or devices, AB&T will disclose material charges and conditions related to the advertised prices and services, including if applicable and to the extent the advertising medium reasonably allows: (a) whether activation or initiation fees apply; (b) monthly access fees or base charges; (c) the amount and nature of any voice, messaging, or data service allowances included in the plan; (d) the charges for any domestic usage in excess of any included allowances or outside of the coverage area; (e) for prepaid service plans, the period of time during which any balance is available for use; (f) whether there are network management practices that will have a material impact on the customer's wireless data experience; (g) whether any additional taxes, fees or surcharges apply; (h) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (i) whether a fixed-term contract is required and its duration; (j) the terms and conditions related to receiving a product or service for "free;" (k) for any service plan advertised as "nationwide," (or using similar terms), the carrier will have available substantiation for this claim; and (l) whether prices or benefits apply only for a limited time or promotional period and, if so, whether any different fees or charges will apply for the remainder of the contract term.

Application of Tariffs. American Assistance may elect or be required to file with the appropriate regulatory agency tariffs regarding the delivery of certain Services. In the event that such tariffs are filed with respect to any of the Services ordered by you, the terms set forth in the applicable tariff (or any successor document in the event of detariffing) shall govern delivery of, and your use of, the Services subject to the tariff. Such tariffs are hereby incorporated by reference.

Right to Make Changes. AB&T's 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 American Assistance website, [www.americanassistance.com](http://www.americanassistance.com), 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.

Mobile Telecommunications Services. American Assistance mobile telecommunications services uses the Verizon Wireless and/or Nationwide Sprint Network. American Assistance Mobile Devices are provided free of charge. American Assistance may offer data-capable smartphones in certain geographic areas. You cannot use our service with any other mobile phone or device or on any other network, and you may not use your American Assistance Mobile 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 American Assistance service is for personal use only. You may not use our service in a manner that interferes with another American Assistance 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 American Assistance 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. American Assistance phones and mobile phone numbers may not be used for pager or voicemail-only service, and American Assistance may terminate any account if usage is limited to pager service or voicemail retrieval service.

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

The software and data content on the American Assistance Mobile Devices, including the operating system, applications, data, information, music, games, images, text and other material, are owned by AB&T. You are permitted to use this software and data content solely in connection with your use of the American Assistance Mobile Device 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 a American Assistance Mobile Device on another network without our prior written consent by modifying any hardware or software on an American Assistance Mobile Device, or by distributing, copying or otherwise using any of the software or content on an American Assistance Mobile Device 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.

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.

Service Subject to Availability; Coverage. The furnishing of Service is subject to the availability in the area in which you wish to use the Mobile Device. American Assistance 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. AB&T does not guarantee, or warrant, that the Services will be available at any specific time or geographical location, or that the Services 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 American Assistance 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. If there is no wireless coverage, your call to 911 may not go through and, in that case, you should dial 911 from the nearest landline phone.

The Company will make available at point of sale and on their web sites maps depicting approximate domestic coverage applicable to each of their service plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted methodologies and standards to depict AB&T's outdoor coverage. All such maps will contain or link to an appropriate legend concerning limitations and/or variations in wireless coverage and map usage, including any geographic limitations on the availability of any services included in the plan. The Company will periodically update such maps as necessary to keep them reasonably current.

Hearing, Visual or Speech Impaired Accommodations. Any hearing, visual or speech impaired persons interested in obtaining the Services using a specially equipped Mobile Device or other available accommodation, including, but not limited to, Teletype ("TTY") Access, in compliance with all applicable laws, rules, and regulations should call American Assistance at 1-866-966-2628.

Airtime Expiration; Deactivation. 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¢ for each additional minute you use. If you use 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 American Assistance customer service at 1-866-966-2628 or 611), until the start of the next monthly cycle. Subscribers using non-Lifeline Services must purchase and load airtime at least once during any consecutive 60-day

period. If no additional airtime is loaded within 30 days after the airtime expiration, your non-Lifeline Service will be deactivated.

Limited International Services. International text, picture messaging and voicemail messages are not included in the monthly allocation of messages. Certain types of messages are Mobile Device dependent.

Fraudulent Calls. You are responsible for all fraudulent use of your Mobile Device. In the event you discover fraudulent calls are being made (or reasonably believe fraudulent calls are being made) with your Mobile Device or on your American Assistance account, you must immediately notify American Assistance at 1-866-966-2628. In the event American Assistance discovers fraudulent calls are being made (or reasonably believes fraudulent calls are being made), you agree and acknowledge that American Assistance may take action to prevent such fraudulent calls from taking place, including the suspension or termination of the Services.

Termination. Either party may terminate this Agreement upon notice to the other party. Early termination fees may apply and are not refundable upon reactivation of your account. Upon any deactivation or termination of Services, you acknowledge and agree that American Assistance may reassign the phone number that had been assigned to your Mobile Device.

We reserve the right to issue a warning and to suspend or terminate your access to the [www.americanassistance.com](http://www.americanassistance.com) 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 American Assistance, or for any other reason in our sole discretion.

Acceptable Use of American Assistance Products and Services. You may not use American Assistance'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 American Assistance user. You may not use, or attempt to use, American Assistance'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 American Assistance.

American Assistance provides 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 American Assistance. 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 agree not to post any content that encourages or is in furtherance of an unlawful, criminal, or fraudulent activity or that violates any American Assistance 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.americanassistance.com](http://www.americanassistance.com) 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 American Assistance, 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 American Assistance 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 American Assistance.

American Assistance provides 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 American Assistance. You will be solely responsible if you engage in any unauthorized use of this data content.

Acceptable Use; No Resale. You may not use the Services in any way that is illegal, abusive or fraudulent, including sending unwanted messages or SPAM. You may not resell the Services or sell the Mobile Device to a third-party. You may not use the Services for any illegal purpose, including harassing, threatening, abusing, defaming, or slandering any individual or entity. American Assistance and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use

of data content. American Assistance intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. American Assistance data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive or objectionable to subscribers or to others. You agree not to hold American Assistance responsible or liable for any offensive or objectionable materials, data or content.

Location-Based Services. Location-based information is information that indicates the location of your American Assistance 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 your 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 American Assistance 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.

Services Plans and Charges. Service plan descriptions and charges are specified in the Pricing Schedules attached this Agreement and posted on our website at [www.americanassistance.com](http://www.americanassistance.com). You may not be eligible for certain Service plans or pricing. Service plans and descriptions may be modified by posting a revised Pricing Schedule on the American Assistance website.

American Assistance Website. You may use our website located at [www.americanassistance.com](http://www.americanassistance.com).

Pay-Per-Call Services. American Assistance will not directly complete any calls to 1-900, 1-976 or other pay-per-call services.

Safety and Security. American Assistance 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 American Assistance phone in accordance with all applicable laws and regulations.

Taxes and Surcharges. Stated prices for our service options do not include certain taxes or surcharges. American Assistance 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. American Assistance collects sales taxes on all direct Top-Up transactions and, in certain states, regulatory fees. You are responsible for payment or reimbursement to American Assistance of any fees, taxes or surcharges that are imposed or authorized by regulatory and governmental entities, including

but not limited to, any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), regulatory fees, value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other related surcharges, chargeable to or against American Assistance or subscriber because of the Services provided to you, as well as American Assistance administrative fees. You shall indemnify, defend and hold harmless American Assistance against any damages, losses, claims or judgments arising out of any exemption claimed by you or your failure to pay taxes or regulatory fees, including, without limitation, any liens, attachments, fines or penalties. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

On customers' bills, AB&T will distinguish (a) monthly charges for service and features, and other charges collected and retained by the carrier, from (b) taxes, fees and other charges collected by the carrier and remitted to federal state or local governments. AB&T will not label cost recovery fees or charges as taxes.

Billing and Other Disputes. If you in good faith dispute any portion of any American Assistance invoice, you shall submit to American Assistance written documentation identifying and substantiating the disputed amount. Billing disputes and written documentation may be submitted by mail to American Assistance, Attn.: Customer Service, PO Box 577, Toledo, OH 43604. 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. Any disputed amounts determined payable by you to American Assistance shall be due within ten (10) days of the resolution of the dispute. 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. American Assistance may, without the obligation to arbitrate, seek to recover amounts owed to it by you in any court with jurisdiction. Otherwise, any dispute arising out of or relating to this Agreement that has not been resolved by the good-faith efforts of the parties (see Dispute Resolution below) shall be settled only by binding arbitration, which may be initiated by either party, and conducted in accordance with this Agreement. 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, as well as by calling American Assistance at 1-866-966-2628.

AB&T will provide information about how customers can contact the Company in writing, by toll-free telephone number, via the Internet or otherwise with any inquiries or complaints, on all billing statements, in written responses to customer inquiries and on the Company's web sites. AB&T will also make such contact information available, upon request, to any customer calling the carrier's customer service departments.

AB&T will respond in writing to state or federal administrative agencies within 30 days of receiving written consumer complaints from any such agency.



No Refunds of Top-Up Cards and Monthly Charges. American Assistance is not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards or American Assistance Additional Minutes Plans, including refill cards. Top-Up cards must be applied to your account within 5 years of purchase. American Assistance 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.

American Assistance does not accept returns or provide refunds for any American Assistance Additional Minutes Plans. All purchases of American Assistance Additional Minutes Plans are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. All monthly charges are non-refundable.

Returning Your American Assistance Phone. Mobile phones purchased directly from American Assistance 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 repack the mobile phone and all components and bring it to the store at which you purchased it. Mobile Devices that are visibly damaged will not be covered under the 30-day return policy. Please contact American Assistance at 1-866-966-2628 or 611 for instructions.

Lost or Stolen Equipment. If your mobile phone is lost or stolen, you are responsible for charges incurred until you notify American Assistance of the loss of your mobile phone by visiting our website ([www.americanassistance.com](http://www.americanassistance.com)) or contact American Assistance at 1-866-966-2628. Upon receiving notice of the lost or stolen phone, American Assistance will suspend the account immediately. You will be provided an option to reactive your account with a new Mobile Device. If you do not activate a Mobile Device or notify American Assistance that you have found your original Mobile Device within 30 days of the suspension of the account, the account will be terminated and American Assistance may assign the wireless phone number associated with that Mobile Device to another user.

Mobile Phone Number. American Assistance subscribers must accept the number that is assigned to them at the time of activation. In the event a subscriber desires and is eligible to port a number, they can do so at no cost by contacting American Assistance Customer Service at 1-866-966-2628. The mobile phone number we provide for your use is and will remain under the control of American Assistance. We may give the mobile phone number to another customer without telling you if you cancel your service with American Assistance 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 reserve the right to change your mobile phone number at any time. American Assistance will attempt to notify you prior to any such change. You may transfer a wireless number prior to the wireless number being reissued to another subscriber. If you wish to do so, please contact American Assistance Customer Service at 611 or 1-866-966-2628.

Keeping Your Old Mobile Phone Number. Depending on where you live, you may transfer an existing wireless or wireline carrier telephone number to your American Assistance service for use as your mobile phone number. To switch an existing phone number to American Assistance,

contact American Assistance 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 American Assistance, you may have to pay a termination penalty to your former carrier if you terminate your contract early. American Assistance will not reimburse you for any termination fees imposed by other carriers.

Use of Your Customer Information. As the Company provides telecommunications products and Services to you, the Company obtains information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill. Any such “Customer Proprietary Network Information” (CPNI) data that American Assistance collects from you will be handled in accordance with the Federal Communications Commission regulations and, and federal consumer privacy laws. Under federal law, you have the right, and the Company has the duty, to protect the confidentiality of your CPNI. 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.

American Assistance may disclose to law enforcement authorities and governmental agencies any information about you, including but not limited to, your name, account information, account history, or other information.

AB&T will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online. AB&T will abide by the CTIA Best Practices and Guidelines for Location-Based Services.

Mobile Wireless Device Unlocking. AB&T will abide by the following standards regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, (“mobile wireless devices”) that are locked by or at the direction of the carrier. It should be noted that carriers typically use different frequencies and air interface technologies to provide wireless network access. Accordingly, a device that works on one carrier’s network may not be technologically compatible with another carrier’s network. “Unlocking” a device refers only to disabling software that would prevent a consumer from attempting to activate a device designed for one carrier’s network on another carrier’s network, even if that network is technologically compatible. In other words, “unlocking” a device will not necessarily make a device interoperable with other networks—a device designed for one network is not made technologically compatible with another network merely by “unlocking” it. Additionally, unlocking a device may enable some functionality of the device but not all (e.g., an unlocked device may support voice services but not data services when activated on a different network).

AB&T agrees to abide by the following six principles:

- (1) Disclosure. AB&T will post on its website its clear, concise, and readily accessible policy on postpaid and prepaid mobile wireless device unlocking;

(2) **Postpaid Unlocking Policy.** AB&T upon request, will unlock mobile wireless devices or provide the necessary information to unlock their devices for their customers and former customers in good standing and individual owners of eligible devices after the fulfillment of the applicable postpaid service contract, device financing plan, or payment of applicable early termination fee.

(3) **Prepaid Unlocking Policy.** AB&T, upon request, will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.

(4) **Notice.** AB&Ts that lock devices will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. AB&T reserve the right to charge non-customers/non-former-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the AB&T's website.

(5) **Response Time.** Within two business days after receiving a request, AB&T will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the AB&T reasonably needs additional time to process the request.

(6) **Deployed Personnel Unlocking Policy.** AB&T will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

AB&T reserves the right to decline an unlock request if they have a reasonable basis to believe the request is fraudulent or the device is stolen.

Service Interruptions. In the event American Assistance determines that it is necessary to interrupt the Services for any reason or there is the potential for a Services interruption due to system maintenance, American Assistance will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule such maintenance during non-peak hours.

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.

AMERICAN ASSISTANCE MAKES NO WARRANTY TO YOU OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF THE SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN OR REGARDING THE MOBILE DEVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY AMERICAN ASSISTANCE ARE HEREBY EXCLUDED AND DISCLAIMED. YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND AMERICAN ASSISTANCE SHALL HAVE NO LIABILITY THEREFORE. AMERICAN ASSISTANCE DOES NOT WARRANT THAT

THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD-PARTIES. A SUBSCRIBER MAY RESIDE IN A STATE THAT DOES NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS REMEDIES FOR BREACH. THEREFORE, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO ALL SUBSCRIBERS. A SUBSCRIBER MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY STATE.

Effect of Terms of Service. These Terms of Service supersede all oral or written communications and understandings between you and American Assistance 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.

Limitation of Liability. Unless prohibited by law, American Assistance and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that American Assistance 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. American Assistance 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 American Assistance 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 American Assistance, by virtue of these Terms of Service or your use of American Assistance 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.

Indemnification. You agree to indemnify and hold harmless American Assistance 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 American Assistance products and services, or another person whom you authorize to use products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

Dispute Resolution. In addition to your rights and obligation under the Billing and Other Disputes provision of this Agreement, you agree to contact American Assistance with any disputes. You agree to contact American Assistance at 1-866-966-2628 or writing us at American Assistance, PO Box 577, Toledo, OH 43604 Attn. Executive Escalations. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. An American Assistance representative will contact you at the last address you have provided or by phone. American Assistance agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on the account statement, even while a dispute is being resolved. If a dispute resolution is not reached within 30 days after the notice of dispute was given, either party may commence a binding arbitration proceeding in accordance with the Arbitration provision of this Agreement.

Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for failure to pay amounts due) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including without limitation acts of God, acts of war, acts of terrorism, earthquakes, fires, cable cuts, power outages, catastrophic network element failures, floods, riots, civil disorders, rebellions, strikes, lockouts and labor disputes (individually, each such event a “Force Majeure Event”).

Regulatory Requirement. If a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order that has the effect of materially increasing the cost to provide Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively “Regulatory Requirement”), then this Agreement shall be deemed modified in such a way as is consistent with the form, intent and purpose of this Agreement and as is necessary to comply with such Regulatory Requirement. If the change has a material adverse impact on your use of the Services, American Assistance will provide advance notice to you of the change. You may terminate the Services without termination penalties within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes.

Compliance With Laws. You shall comply with all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any government authority with respect to its use of the Services.

Assignment. No assignment of this Agreement or any rights or obligations hereunder, by operation of law or otherwise, shall be made by you without the prior written consent of American Assistance, such consent not to be unreasonably withheld.

No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer on other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

Notices. Unless otherwise specified in these Terms of Service, you may notify us by mail (American Assistance, PO Box 577, Toledo, OH 43604), phone (1-866-966-2628) or electronic means (via our website at [www.americanassistance.com](http://www.americanassistance.com)).

Mandatory, Individual Arbitration of Disputes. American Assistance and subscriber agree that any and all disputes, except as otherwise provided in the Billing Disputes and the Dispute Resolution

provisions above, will be arbitrated between us, on an individual, not on a class-wide or consolidated, basis. The arbitrator's decision will be final and binding and may be entered in any court with jurisdiction. The arbitration will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules & Procedures, except nothing under this Agreement or the JAMS Comprehensive Arbitration Rules & Procedures will allow you to arbitrate on a class-wide or consolidated basis. As an exception to the obligation to arbitrate, if a claim qualifies for small claims court, either party may bring such claim in small claims court. Nothing prevents either party from bringing a dispute to the attention of any federal, state, or local government agency.

**NO CLASS ACTIONS.** TO THE EXTENT ALLOWABLE BY LAW, YOU EXPRESSLY AGREE THAT YOU SHALL NOT, AND YOU HEREBY WAIVE ANY RIGHT TO, PURSUE CLAIMS OR DISPUTES AGAINST AMERICAN ASSISTANCE ON A CLASS-WIDE BASIS (JOIN YOUR CLAIM WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY) OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**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.

**Third-Party Applications.** If you use a third-party application with the Services on your Mobile Device, the application may use, collect or disclose your personal information and cause American Assistance to disclose your information. You authorize American Assistance to provide information related to your access or use of the third-party application and agree that the third-party provider, our employees, contractors and vendors may access the information on your Mobile Device.

**Law Enforcement.** American Assistance intends to fully comply with the Communications Assistance for Law Enforcement Act and other similar laws or regulations. By use of the Services, you agree that, if and as required by law enforcement entities, American Assistance may monitor or facilitate monitoring, and otherwise disclose the nature and content of communications transmitted through the Services or the Mobile Device without any further notice or liability.

**Entire Understanding; Severability and Survival.** This Agreement, together with any appendices, addenda, order forms, attachments, schedules, policies and exhibits attached hereto, all of which are incorporated by reference, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. If any part of the Agreement is held to be invalid or unenforceable, the rest of the Agreement remains in full force and effect. The rights, obligations and commitments under this Agreement that by their nature would logically continue after the termination of the Agreement, including dispute resolution, limitation of liability, no class action, no jury trial, payment obligations, etc., shall survive the termination of the Services.

**Order of Precedence.** Unless expressly provided otherwise in a Service order, in the event of conflict among the documents comprising this Agreement, the order of priority shall be: (i) any publicly filed tariff governing the Service (or a successor document in the event of detariffing); (ii) this Agreement; and (iii) attachments (including online policies). If there is a direct conflict

between the additional terms relating to the Lifeline Services specified in Part 2 of this Agreement, for Lifeline Services Subscribers, the Part 2 terms will prevail over the Part 1 terms, but only with respect to the direct conflict of such terms.

## **Part 2: Terms and Information Related to Lifeline Services**

Lifeline Program. Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company. In addition to the Terms of Service discussed in Part 1 of this Agreement, the following terms and conditions apply to Lifeline Services.

The Lifeline program provides discounts on monthly telephone service for eligible consumers. An eligible American Assistance subscriber may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per Household. Household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses (“Household”). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission’s rules and will result in the applicant’s de-enrollment from the program. Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

You may qualify for the Lifeline Services if you meet certain state and federal eligibility requirements. These requirements are determined by the particular state where you reside. These state and federal eligibility requirements include program based eligibility or income based eligibility. By completing the American Assistance application, in which your consent is required and obtained to release required information, including financial information, if necessary, to a designated representative as required for the administration of the Lifeline Services. This consent survives any termination of this Agreement. American Assistance reserves the right to review any of your continued eligibility for the Lifeline program, at any time, and may require that you provide American Assistance with written documentation of either your Household income or your participation in a qualifying state or federal program. If you or any member of your Household participates in a Lifeline program with another provider, you are responsible for notifying the other provider that you or the other member of your Household has been approved for an American Assistance Lifeline program and de-enrolling in Lifeline service with the other provider. Notice to terminate service from any other provider’s Lifeline program must be given before activating new service in the American Assistance Lifeline program.

Availability. American Assistance 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.americanassistance.com](http://www.americanassistance.com) to check whether you reside in an AB&T ETC service area. To be eligible for American Assistance Service, you must meet the applicable eligibility standards described below, which may be amended from time to time.

Eligibility. Eligibility for American Assistance service varies by state. You may qualify for American Assistance if you participate in any of the government programs listed on your American

Assistance application or based on household income eligibility standards. If you seek to qualify for American Assistance based upon participation in a qualifying federal or state program, you may be required to provide proof of program participation such as a 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 American Assistance under the household income eligibility standards, you are required to provide written documentation of your household income. American Assistance 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 American Assistance application, you consent to the release of your information (including financial information) to our designated agent as required for the administration of your American Assistance service. This consent survives the termination of this Agreement. American Assistance reserves the right to review your eligibility status at any time and requires you to provide American Assistance 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 American Assistance.

Program Based Eligibility. To be eligible for American Assistance Lifeline Services, a subscriber must meet the applicable eligibility standards described in this Agreement, which may be amended by American Assistance from time to time. Program-based eligibility varies by state. American Assistance subscribers are eligible to receive Lifeline discounts, under the program based eligibility criteria, if they participate in one or more of the following programs:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Vocational Rehabilitation (including aid to the hearing impaired)

Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state or federal program; (2) a notice letter of participation in a qualifying state or federal program; (3) program participation documents (such as the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state or federal program.



Income Based Eligibility. You are eligible to receive Lifeline discounts, under the income based eligibility criteria, if your total combined household income is at or below 135% of the Federal Poverty Guidelines. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. Acceptable documentation of income eligibility includes the prior year's state or federal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months' time.

Non-Transferable and Non-Assignable. Eligibility for American Assistance is personal to you. You may not transfer to any third party any of your rights or benefits received under the American Assistance service, including, but not limited to, any voice minutes received under the American Assistance service.

Similarly, you may not assign your rights or delegate any of your duties under these terms without the prior written consent of American Assistance, and any attempted assignment or delegation without such consent shall be void. American Assistance may assign all or part of these terms or your debts under these terms without notice.

Usage Policy. At or before 60 days of non-use, American Assistance will provide notice to the subscriber that failure to use the Lifeline Services within a 30-day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber's plan; (3) answering an incoming call from a party other than American Assistance; or (4) responding to direct contact from American Assistance and confirming that the subscriber wants to continue receiving the service. If the subscriber does not respond to the notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with the Company.

American Assistance Lifeline Program Restrictions. Subscribers applying for American Assistance Lifeline Services agree to and certify that all of the following conditions below apply (but not limited to):

- Applicant has read and understands the disclosures listed in the Lifeline Service Application and Certification ("Certification") form;
- Applicant certifies that to the best of their knowledge, applicant's Household is not already receiving a Lifeline service benefit;
- Lifeline service is limited to one connection per Household;
- The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline service and has provided documentation of eligibility if required;
- Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;

- Applicant authorizes American Assistance to access any records required to verify application statements on the American Assistance form and to confirm applicants' eligibility for the Lifeline program;
- Applicant authorizes American Assistance to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of the Lifeline Services;
- Applicant will notify American Assistance within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline Services, including, as relevant, if applicant no longer meets the income-based or program-based eligibility criteria, applicant begins receiving more than one Lifeline benefit, or another member of applicant's household is receiving a Lifeline benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;
- Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);
- Applicant's address listed on the Certification form is the Applicant's primary residence, not a second home or business;
- If Applicant moves to a new address, Applicant will provide that new address to American Assistance within 30 days;
- If Applicant provides a temporary residential address to American Assistance, Applicant will verify his or her temporary residential address every 90 days;
- Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law;
- Applicant acknowledges that he or she may be required to re-certify continued eligibility for Lifeline at any time, and failure to re-certify as to continued eligibility within 30 days will result in de-enrollment and the termination of applicant's Lifeline benefits;
- The information contained in the Applicant's Certification form is true and correct to the best of Applicant's knowledge;
- If Applicant participates in another Lifeline program at the same time he or she is applying for American Assistance Lifeline Services, the Applicant must cancel Lifeline service with the other provider; and
- Applicant affirms he or she is at least 18 years old.

Annual Recertification, Verification, or Termination of The Lifeline Program. Subscribers participating in the American Assistance Lifeline program will be required to re-certify, on an

annual basis, their qualification to continue to participate in the Lifeline program based on the appropriate state and federal recertification or verification requirements.

American Assistance reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for the Lifeline Services. If American Assistance is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in American Assistance Lifeline program plans. If the subscriber chooses to continue service after de-enrollment from the Lifeline program, the subscriber's free or discounted minute plan will be discontinued and the subscriber will have the option to choose from any of the then available prepaid plans under the applicable terms and conditions for that plan.

American Assistance reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons or upon the request of any state or federal authority. American Assistance subscribers have the ability to de-enroll from the Lifeline program for any reason. Subscribers who choose to de-enroll from the Lifeline program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within 5 business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes each month and will be required to re-qualify for Lifeline service if they choose to enroll in another American Assistance Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to: by mail (American Assistance, PO Box 577, Toledo, OH 43604), phone (1-866-966-2628) or electronic means (via our website at [www.americanassistance.com](http://www.americanassistance.com)).

Mobile Devices. All handset models provided to Lifeline subscribers are selected at the sole discretion of American Assistance.

### **Part 3: Service Plans, Pricing Schedules, and Payment Options**

#### **Payment Methods for Paid Service Options**

For wireless phone usage in addition to your monthly minute and text message allocation in your California Lifeline plan and in order to utilize messaging, data and other enhanced services or features, you must add money to the cash balance of your American Assistance account.

Top-Up. You add money to the cash balance of your American Assistance 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 American Assistance 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 American Assistance.

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 American Assistance 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 by calling American Assistance 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.

### **Account History**

Your account history for the previous 60 days will be available by calling American Assistance at 611 or 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 American Assistance, 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 American Assistance at 1-866-966-2628. If you request an account history beyond the last 60 days, you may be assessed a processing fee.

### **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 American Assistance 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.

Top Up Packs

	<u>Description</u>	<u>Top Up Cost</u>
100	Text	\$0.99
100	Talk	\$3.99
200	Talk	\$6.99
500	Talk	\$12.99
100	Talk / Text	\$4.99
250	Talk / Text	\$9.99
500	Talk / Text	\$15.99
1000	Talk / Text	\$24.99
100	MB	\$5.99
250	MB	\$9.99
500	MB	\$14.99
1	GB	\$22.99
2	GB	\$42.99
3	GB	\$59.99
5	GB	\$74.99

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¢ 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 American Assistance phone, we may terminate your service without further notice.

### **Additional Charges**

There is no charge for directory assistance but you may incur airtime charges for minutes used. This charge is subject to change. You may check your balance at any time free of charge by calling 611 or 1-866-966-2628 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 American Assistance phone for no additional by calling American Assistance 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.). You can change your mobile phone number up to three times a year.

If your account is deactivated for any reason, American Assistance 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 American Assistance at 1-866-966-2628 or visit our website at [www.americanassistance.com](http://www.americanassistance.com) for additional pricing information or answers to any questions about our services. Calls to American Assistance may be monitored and recorded for quality.

### **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 American Assistance 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 American Assistance account solely by means of Top-Up cards.

### **American Assistance Data Service Rates**

For those Lifeline and non-Lifeline subscribers choosing to upgrade to a smartphone, data can be added to any phone plan at a one a per megabyte price that can be reduced on a “per megabyte” basis when the subscriber purchases multiple megabytes of data (a “Data Subscription”).

### **Data Subscription Rates**

1. \$5.00 for 50MB
2. \$10.00 for 100MB
3. \$20.00 for 250MB

Data usage will be deducted from the available data allocation in the purchased Data Subscription. Unused data expires at the end of the monthly Data Subscription period and may not be used in subsequent months. If a subscriber uses their allocation of data before the end of the monthly period, they will be required to add an additional Data Subscription in order to access data or the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously.

Subscribers may terminate their Subscription or switch to another Data Subscription by contacting American Assistance at 611 or 1-866-966-2628. Subscribers are responsible for all data activity from and to their wireless phone, regardless of who initiates the activity. American Assistance reserves the right to suspend, limit, or terminate a subscriber’s account without notice for any misuse or use that adversely impacts network performance. American Assistance will not provide free access to data content.

### **American Assistance Directory Assistance, Additional Charges and Services**

Directory assistance calls (411) do not have an additional charge, however, they will count as airtime minutes of usage. Calling to 900 / 976 numbers is not available to American Assistance subscribers. American Assistance will block any calls to 1-900, 1-976, international calling, or other pay-per-call services. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. American Assistance allows subscribers to make or receive domestic long distance calls inside the United States as long as coverage is available. American Assistance does not allow free calls to other subscribers using the Services. American Assistance subscriber Mobile Devices do not provide rate information for Services used to make or receive voice calls or messages.

## **STATE-SPECIFIC PROVISIONS:**

### **Additional Information**

Please contact American Assistance at 611 or 1-866-966-2628, or visit our website at [www.americanassistance.com](http://www.americanassistance.com), for additional pricing information or answers to any questions about the Services. Calls to American Assistance may be monitored and/or recorded for quality assurance.

## **ILLINOIS-SPECIFIC TERMS AND CONDITIONS**

Qualified applicants are eligible to receive a free cell phone, and 325 free monthly minutes or text messages.

## **PENNSYLVANIA-SPECIFIC TERMS AND CONDITIONS**

Qualified applicants in Pennsylvania are eligible to receive a free cell phone, 250 free minutes and 250 free text messages.

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

## **MINNESOTA-SPECIFIC TERMS AND CONDITIONS**

Qualified applicants are eligible to receive a free cell phone, and 325 free monthly minutes or text messages.

## **MISSOURI-SPECIFIC TERMS AND CONDITIONS**

In the State of Missouri, the entity providing Lifeline service is “American Assistance,” not “American Broadband and Telecommunications.”

## **CALIFORNIA-SPECIFIC TERMS AND CONDITIONS**

Upon designation, American Assistance proposes to insert the details of its California Lifeline and non-Lifeline service plans above and to add the following California-specific provisions under “State-Specific Provisions”:

**CALIFORNIA LIFELINE CUSTOMERS.** Pursuant to California law and decisions of the California Public Utilities Commission, the following terms apply to Lifeline service provided by the Company to you:

At the time of enrollment, the Company’s representatives will explain to customers that the Company will notify them when their Lifeline application has been approved and eligibility verified by California’s third-party administrator (the “Final Approval Date”). In the interim, Lifeline applicants will not be able to use American Broadband’s service and will not receive a handset at the time the application is submitted. Instead, the Company will seek approval of all California Lifeline applications with the California Lifeline Administrator. The



Company will not seek reimbursement for a California Lifeline service subscriber until and unless the subscriber has been approved for California Lifeline services by the California Lifeline Administrator and the subscriber successfully completes the activation process by making an outbound telephone call or initiating a text message.

If approved by the California Lifeline Administrator, the effective date of the Lifeline benefits (the “Effective Date”) will be the later of the service activation date and the final approval data. Lifeline benefits will be applied to the customer’s account on the Effective Date. When the online enrollment process is completed and American Broadband has received the status code 53 notification from the California Lifeline Administrator, American Broadband will ship a handset to the approved applicant. When the approved applicant receives a handset, he or she must make a call to activate wireless service (the “Service Activation Date”). Instructions on how to use the handset and information regarding the California Lifeline program, American Broadband’s terms and conditions, and how to contact American Broadband’s Customer Services will be included with the handset as part of the Company’s Welcome package. American Broadband will utilize the status code 53 process for all of its sales channels, including in person enrollments.

If the applicant for California Lifeline services is not approved by the California Lifeline Administrator, the Company will notify the applicant that he or she is ineligible for California Lifeline services and will be offered non-Lifeline services at the Company’s non-Lifeline retail rates, which includes a \$39 activation charge.

You are not required to purchase bundled plans with video, data, and/or other services to receive a California Lifeline discount.

Where data-capable smartphones are available to non-Lifeline customers, American Assistance will make data-capable smartphones available to Lifeline customers.

If you are a participant in the state Deaf and Disabled Telecommunications Program, you are entitled to receive access to two California Lifeline discounted telephone lines.

You are exempt from payment of taxes and surcharges, CPUC user fee, federal excise tax, local franchise taxes, and State 911 tax associated with telephone service.

You may return your device within three days of service activation without being assessed a restocking fee for the returned device. (American Assistance does not charge a restocking fee.)

You may terminate service within three days of service activation, excluding national holidays, without penalty, and may receive a refund of any applicable service connection charges and deposits. (American Assistance does not charge for service connection and does not collect deposits.)

If after subscribing to the Company’s Lifeline service, you find that you do not receive a voice-grade connection and notify American Assistance of this issue, American Assistance will take steps to promptly restore the voice-grade connection. If it is not possible to establish a voice-grade connection, American Assistance will offer you the option of service provided

using any other technology that American Assistance is then offering in your area. If American Assistance is not offering service via any alternate technology or if you prefer not to receive such alternative service, you may terminate service within 14 days of service activation without incurring early termination fees. (American Assistance does not charge early termination fees.)

You are entitled to receive free access to the California Relay Service via 711. Associated calls made using the 711 relay service may count against your minutes.

Subscribers to the Company's California Lifeline plans providing 1,000 or more voice minutes will receive free, unlimited access to 211, 311, 511, 711, and 811 calls for eligible plans without counting against allotted voice minutes or number of calls.

You are entitled to a 30-day notice before a Lifeline provider is permitted to withdraw from offering Lifeline services in California.



## American Broadband and Telecommunications Company

### Disclosure Sheet for California Lifeline Customers

Welcome to the American Assistance program of American Broadband and Telecommunications Company! Below you will find information about your rights and responsibilities related to your California Lifeline service with American Broadband. If you have any questions about this information, please ask your sales representative or dial 611 from your mobile device to speak to a customer service representative at any time.

1. As a California Lifeline customer, you may select from among our American Assistance California Lifeline service plans based upon your expected usage per month. Additional minutes and texts, or “Top-ups”, are available to supplement the basic service plans. The service plans offered by American Broadband do not include month to month roll over voice minutes or roll over text messages.
2. When subscribing for California Lifeline service through American Broadband, you are not required to purchase a “bundled” service plan that includes video, data and/or other upgraded services. However, bundled services are available and you may choose to purchase these services for an additional fee or to purchase a more inclusive plan. Additional services may be purchased on the company’s website or by contacting customer service.
3. Your service with American Broadband will be provided on a prepaid basis. American Broadband will not impose credit checks nor will it require any deposits or contractual commitments.
4. American Broadband does not assess any additional fee upon your payments (whether for monthly charges or additional minutes and/or data), based upon your method of payment.
5. American Broadband will not collect a service connection charge or a security deposit from you. American Broadband also does not charge early termination fees. American Broadband will assess taxes, surcharges, user fees, federal excise taxes, local franchise taxes, and State 911 taxes only on the amount you pay for your service. Therefore, for the basic free plan, you are exempt from paying taxes, surcharges, user fees, federal excise taxes, local franchise taxes, and State 911 taxes.
6. For California Lifeline participants with California LifeLine discounted wireless service plans, the California Lifeline Program will give a discount for service connection charges up to two times only until December 23, 2016, or sooner if the CPUC changes its policy regarding discounts for service connection charges. The discount (worth up to \$39.00) for service connection charges can only be given to types of activities: 1) an eligible household who has never been on the program and 2) California LifeLine participants switching California LifeLine cell phone providers.

7. American Broadband will not seek or otherwise ask its California Lifeline participants to pay a Service Connection/Activation Fee. American Broadband, and not the customer, is responsible for any Service Connection/Activation Fee that is not eligible for reimbursement from the California Lifeline Program.
8. As part of your California Lifeline service, American Broadband will provide you with a new mobile device free of charge. Should you choose to switch providers in the future, you may be able to use your device with a service plan offered by a provider utilizing the same underlying network technology. American Broadband representatives will assist you in determining your options at that time.
9. Your plan with American Broadband will support nationwide domestic long-distance calling at no extra per-minute charge, as well as free access to 911, caller ID, a voicemail account, call waiting, three-way calling, and free access to operator service and directory listings for publicly listed, domestic landline telephone numbers and addresses.
10. As part of your plan with American Broadband, calls to customer service (611) and emergency (911) will be free, regardless of service activation or availability of minutes, and will not count against your airtime. Directory assistance calls (411) and voicemail accounts will be free; however, these calls will count as airtime minutes of usage. You will have full access to 800 or equivalent toll-free services, but you will be charged airtime minutes for each call placed to or received from such services. Finally, you will have access to additional public safety N11s (211, 311, 511, 711, and 811).
11. If you are a participant in the Deaf and Disabled Telecommunications Program, you are entitled to receive access to two California Lifeline discounted service lines.
12. As a subscriber to American Broadband's California Lifeline service, you are entitled to a voice-grade connection. If after subscribing, you find that you do not receive a voice-grade connection and notify American Broadband of this issue, American Broadband will take steps to promptly restore the voice-grade connection. If it is not possible to establish a voice-grade connection for you, American Broadband will offer you the option of service provided using any other technology that American Broadband is then offering in your area. If American Broadband is not offering service via any alternate technology or if you prefer not to receive such alternative service, you may terminate service within 14 days of service activation without incurring any early termination fees.
13. Coverage Area Limitations. American Broadband provides its services throughout the operating territories of its underlying carriers. Our coverage maps rely upon those carriers' services and estimate service coverage based upon use of the service outdoors and in favorable climate conditions. Coverage is not available everywhere and the quality of services may be affected by gaps in such coverage as well as by other conditions beyond American Broadband's control, including atmospheric, geographical, or topographical conditions and underlying network issues.
14. 911 or Other Emergency Calls. **Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information.**

Unlike traditional wireline phones, several factors, including, for example, your location when calling, whether your device is GPS-enabled, the caliber of local emergency providers' equipment, etc., may impact whether 911 operators are able to identify your telephone number or the location from which you are calling. In some circumstances, an emergency call may be routed to a state patrol dispatcher or alternative resource established by local emergency service providers. Enhanced 911 service ("E911"), when enabled by local emergency authorities, uses GPS technology to establish a caller's location; however, E911 does not always provide accurate location information. If you call from indoors or for some other reason cannot acquire a signal, you may not be located by the authorities. Please be aware that some phones have a safety feature that prevents use of the keypad after dialing 911 – in such cases, you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls. If there is no wireless coverage where you are located, your call to 911 may not go through and, in that case, you should dial 911 from the nearest landline phone.

15. **Safety-related Considerations with Wireless Service.** Unlike traditional wireline phones, wireless handsets may be removed from the home, leaving those individuals in the home without the ability to use the service to call emergency service authorities. Similarly, as discussed above, gaps in coverage, weather events and/or underlying network interruptions may result in your inability to access a signal and reach emergency service authorities. In the event that the wireless towers and related equipment that provide American Broadband's services lose commercial power for a sufficient time to exhaust their back-up power reserves and/or if your handset is not charged, you will not have access to the service for emergency call purposes.

16. You will be provided with at least thirty (30) days' notice in the event that American Broadband ceases to offer your service.

17. Eligibility for American Assistance California Lifeline service is personal to you. You may not transfer to any third party any of your rights or benefits received under American Broadband's service, including, but not limited to, any voice minutes received under the American Broadband service.

18. American Broadband service is provided at our discretion. American Broadband may change our Terms of Service, including pricing for paid service options, from time to time. Unless expressly prohibited by law, American Broadband reserves 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.

19. These disclosures are also available in American Broadband's terms and conditions, which can be found on American Broadband's website at: <http://www.americanassistance.com/program/>

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**Notice regarding California Lifeline services:** This is a California Lifeline service provided by American Broadband and Telecommunications Company, which is an eligible

telecommunications carrier. (1) California Lifeline is a government assistance program. (2) Service is non-transferable. (3) Only one Lifeline discount may be received per household. (4) Only eligible consumers may enroll in the program. (5) Consumers who willfully make a false statement in order to obtain the California Lifeline benefit can be punished by fine or imprisonment or can be barred from the program. (6) Customers must present proper documentation confirming eligibility for the California Lifeline program through participation in certain public-assistance programs or through an annual gross income at or less than certain income limits. See <http://www.cpuc.ca.gov/General.aspx?id=2752#qualify> for more information.