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

American Broadband and Telecommunications Company, LLC

Terms and Conditions and Judge or Jury Trial Waiver

Last Updated: 11/02/2026

These Terms and Conditions ("Agreement") governs the provision of the Services by American Broadband & Telecommunications Company, LLC ("AMBT," the "Company," "we," "us," or "our") to you ("your," "applicant," "customer," "subscriber," "participant," or "user") and your use of the Services and Devices. This Agreement is applicable to AMBT service marketed under the American Assistance brand and any other brand "powered by American Broadband and Telecommunications Company, LLC." As used in this Agreement, the term: (A) "Services" means voice telephony ("talk"), text messaging ("text"), broadband Internet access services ("data"), SIM card, embedded SIM ("eSIM") (SIM card and eSIM, to the extent either technology may be available to you depending on your Device, your Service, and/or any other factor(s) in our sole discretion, are referred to interchangeably as "SIM," "SIM Card," and/or "SIM Kit"), and any other services provided to you by AMBT, including federal and state Lifeline service, prepaid wireless service, and landline voice service; (B) "Device" means any phone, smartphone, tablet, accessory, or other device provided or sold to you by AMBT or that you activate or use with our Services (note that certain functions are only available when using a voice enabled Device; tablets provided or sold to you by AMBT are not voice enabled); and (C) "Underlying Carrier" means the wireless provider whose facilities we use to provide you wireless Services. The complete Agreement between you and AMBT consists of:

1. these Terms and Conditions, including the Acceptable Use Policy and the binding arbitration clause;
2. any terms of service associated with your selected Service Plan;
3. any tariff we have filed with respect to any of the Services we provide you;
4. the AMBT Privacy Policy, available at https://www.americanassistance.com/wp-content/uploads/2025/06/privacy_policy.pdf;
5. the AMBT Open Internet Policy, available at https://www.americanassistance.com/wpcontent/uploads/2025/06/open_internet_policy.pdf;
6. the AMBT Accessibility Policy, available at https://www.americanassistance.com/wpcontent/uploads/2025/06/acccessibility_policy.pdf; and
7. any other policies or documents incorporated herein or therein by reference.

The California LifeLine Program Supplemental Terms and Conditions in Section 12 of this document describes additional terms and conditions that apply to California Residents. Other state-specific terms and conditions at the end of this document may apply to you depending on your state of eligibility.

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

BECOMES EFFECTIVE AND LEGALLY BINDING ON YOU WHEN YOU: (a) initiate, enroll in, or subscribe to the Services; (b) use or attempt to use the Services; (c) pay for the Services; (d) upgrade or modify the Services, (e) start any application, program, or software that states you are accepting this Agreement, or (f) accept the Services or Agreement through any written, oral, or electronic statement or signature. This Agreement continues until we or you terminate your Services. You must be 18 years or older to enter into this Agreement. When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for AMBT's Services. If you disagree with any of the terms or conditions stated herein or you are not 18 years of age, do not initiate Services with AMBT or contact AMBT Customer Service immediately to terminate your Services by dialing 611 from your AMBT Device or calling toll-free at 1.877.266.7212. We may deny requests to subscribe to our Services for any lawful reason.

Contents

1. FEDERAL LIFELINE PROGRAM 6
1.1. Program Description 6
1.2. Application Process 6
1.3. Eligibility 6
1.4. One Per Household Rule 7
1.5. Availability 7
1.6. Annual Recertification 7
1.7. Ongoing Eligibility Verification 8
1.8. Non-Transferable and Non-Assignable 8
1.9. Service Activation 8
1.10. Usage Requirement 8
1.11. Fraud and Violation of Lifeline Rules 8
1.12. De-enrollment 8
1.13. Lifeline Benefit Transfer 9
2. SERVICE PLANS AND "TOP UP" PLANS 9
2.1. Service Plans 9
2.2. "Top Up" Plans 9
2.3. Talk, Text, and Data Allotments 9
2.4. Use of Voice Allotments 10
2.5. Use of Text and Multimedia Message Allotments 10
2.6. Use of Data Allotments 10
3. WIRELESS DEVICES 11
3.1. Device Options 11
3.2. Returns and Refunds 11
3.3. Loss, Theft, Damage, or Destruction 12
3.4. Software Updates 12
3.5. Device Software, Content, and Applications 12
3.6. Unauthorized Modifications 13
3.7. Device Unlocking Policy 13
4. CHARGES AND PAYMENTS 14
4.1. Charges, Fees, and Taxes 14
4.2. Billing and Payment 14
4.3. Non-Payment and Late Payment 15
4.4. Creditworthiness 15
4.5. Promotions and Rewards 15
4.6. Third-Party Purchases 15
5. SERVICE FEATURES, LIMITATIONS, AND NOTICES 16

5.1. Account Access 16
5.2. Account Protection Measures 16
Customer Notification of Port-Out and SIM Change Requests 16
Account Locks to Prevent Porting and SIM Change 17
Process for Reporting Fraudulent Number Ports and Fraudulent SIM Changes 17
5.3. International Calling and Messaging 17
5.4. Wireless Coverage 17
5.5. Wireless Roaming 18
5.6. Service Availability and Quality 18
5.7. Service Security and Optimization 19
5.8. Wireless Device Location Information 20
5.9. 911 and Other Emergency Services 20
5.10. Wifi Features 20
5.11. Third-Party Content and Applications 21
5.12. Phone Numbers and Porting 21
6. ACCEPTABLE USE POLICY 22
7. TERMINATION, SUSPENSION, MODIFICATION, AND LIMITATIONS OF YOUR SERVICES 25
8. WARRANTIES, LIABILITIES, AND INDEMNIFICATION 26
8.1. Warranty Disclaimer 26
8.2. Limitation of Liabilities 26
8.3. Indemnification 27
9. DISPUTE RESOLUTION 28
9.1. Dispute Resolution by Mandatory, Individual, and Binding Arbitration 28
Arbitration Agreement 28
D. Arbitration Process and Procedure 29
9.2. Governing Law, Venue and Jurisdiction, and Court Proceedings 30
10. MISCELLANEOUS 30
10.1. Application of Tariffs 31
10.2. Consent to Receive Communications 31
10.3. Modifications to this Agreement 31
10.4. Notices 31
10.5. No Third-Party Beneficiaries 32
10.6. Assignment 32
10.7. Force Majeure 32
10.8. Enforcement and Waiver 32
10.9. Survivability 32
10.10. Severability 33
10.11. Headings 33

10.12. Language.....33
10.13. Integration.....33
10.14. Order of Precedence.....33
11. CUSTOMER SERVICE CONTACT INFORMATION.....33
12. CALIFORNIA LIFELINE PROGRAM SUPPLEMENTAL TERMS AND CONDITIONS.....33
12.1. Eligibility and Enrollment.....34
12.2. General Terms and Conditions.....35
12.3. Questions, Concerns, Comments, and Complaints.....39
13. OTHER STATE-SPECIFIC PROVISIONS.....39
GEORGIA.....39
ILLINOIS.....39
MINNESOTA.....39
MISSOURI.....39
PENNSYLVANIA.....40

1. FEDERAL LIFELINE PROGRAM

1.1. Program Description

Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company ("USAC"). The federal Lifeline program provides discounts on monthly communications services for eligible consumers, including voice calls, text messages, and broadband Internet access services. Discounts are applied to the retail rates of AMBT Lifeline Service Plans (discussed in Section 2) for eligible AMBT subscribers. In some states, Lifeline service is also supported by discounts available from state universal service funds and may be administered by state administrators.

Enhanced Tribal Lands Benefit. Eligible residents of Tribal lands may qualify for enhanced Lifeline support of up to $34.25 per month, which is greater than the standard Lifeline discount of up to $9.25 per month available to other eligible subscribers. AMBT passes through the full amount of this enhanced support to qualifying Tribal lands subscribers and offers Service Plans specifically designed for Tribal lands customers, as further described in Section 2. To receive the enhanced Tribal benefit, you must reside on qualifying Tribal lands, as recognized by the FCC, and meet the other eligibility requirements described in Section 1.3.

1.2. Application Process

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

If you are applying for Lifeline service as an eligible resident of Tribal lands in order to receive the enhanced Tribal Lifeline benefit described in Section 1.1, your application will also require you to certify that you live on qualifying Tribal lands, as recognized by the FCC.

1.3. Eligibility

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

Eligibility for Enhanced Tribal Benefit. In addition to meeting the program-based or income-based eligibility standards described below, applicants seeking the enhanced Tribal Lifeline benefit described in Section 1.1 must also reside on Tribal lands, as defined by the FCC, and certify such residency as part of the application process described in Section 1.2.

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

a) Programs applicable to all subscribers:

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

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

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

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

1.4. One Per Household Rule

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

1.5. Availability

AMBT's Lifeline service is only available to applicants who reside in the areas in which AMBT has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive Lifeline service through AMBT, an applicant's principal and permanent residential address must be within AMBT's ETC service area. Applicants cannot apply for Lifeline service using a second home or business address. If you move to a new address, you must provide that new address to AMBT within 30 days of moving. Visit www.americanassistance.com to check whether you reside in AMBT's ETC service area.

1.6. Annual Recertification

Lifeline subscribers are required to recertify, on an annual basis from the date of their service initiation, that they continue to meet eligibility requirements and other qualifications to receive Lifeline services. Recertification is conducted or facilitated by USAC or state third-party administrators, but AMBT may send you text messages reminding you to complete your recertification. If a subscriber fails to complete the annual recertification by the deadline, AMBT will notify the subscriber that the subscriber will be de-enrolled from the Lifeline program unless the subscriber completes the recertification within 30 days. If the subscriber fails to recertify within 30 days or no longer meets eligibility requirements or other qualifications, the subscriber will be de-enrolled from the Lifeline program and the phone number the subscriber was using may be assigned to

another subscriber. To continue utilizing the Services, the subscriber may re-enroll in the AMBT Lifeline Program, if eligible, or choose from any of the then available prepaid plans under the applicable terms and conditions for that plan. Upon re-enrollment, the subscriber may be assigned a new phone number.

1.7. Ongoing Eligibility Verification

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

1.8. Non-Transferable and Non-Assignable

Eligibility for AMBT is personal to you. Under federal law, you may not transfer to any third party any of your rights or benefits received under the AMBT Service, including, but not limited to, any voice, text, or data allotments you receive to use the AMBT Services. Similarly, you may not assign your rights or delegate any of your duties to any third party, including any individual that may be eligible to receive Lifeline service, without the prior written consent of AMBT, and any attempted assignment or delegation without such consent shall be void. AMBT may assign all or part of these terms or your debts to us without notice.

1.9. Service Activation

Subscribers must personally activate their AMBT Lifeline service by making a call or as otherwise described by AMBT at the time you enroll in the service.

1.10. Usage Requirement

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

1.11. Fraud and Violation of Lifeline Rules

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

1.12. De-enrollment

In addition to de-enrollment for any of the reasons described above, you may request to be de-enrolled from Lifeline service for any reason and at any time by contacting AMBT Customer Service. De-enrollment requests (including name, wireless number, and identity related information) can be made by phone (dialing 611 from your AMBT Device or calling toll-free at 1.877.266.7212), physical mail (AMBT, 1480 Ford Street, Maumee, OH 43537), or electronically (via our website at www.americanassistance.com). Upon receiving a request, you will be de-enrolled within five (5) business days. Upon de-enrollment from the Lifeline program, you will no longer receive free minutes, text messages, or data each month and will be required to re-qualify for Lifeline service if you choose to enroll in another AMBT Lifeline service plan. Additionally, a subscriber may be de-enrolled at the request of a federal or state government authority.

1.13. Lifeline Benefit Transfer

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

2. SERVICE PLANS AND "TOP UP" PLANS

2.1. Service Plans

Except as otherwise described in this Agreement, you must be enrolled in a Service Plan to utilize our Services. Wireless Service Plan descriptions, including rates and associated talk, text, and data allotments (collectively, "Allotments"), are available on the AMBT website at https://www.americanassistance.com/eligibility/. For information about landline service, contact AMBT Customer Service. Service Plan availability, rates, and Allotments may vary by state and are subject to change at any time. You may not be eligible for certain Service Plans or rates. Service Plans support free access to caller ID, voicemail, call waiting, and 3-way calling. Lifeline discounts are automatically applied to the retail rate of the Service Plan you select, and you must pay any additional co-pay. Service Plans are non-refundable, cannot be transferred to any third party (including another AMBT account or customer), and may not be exchanged or resold. Notwithstanding the foregoing, AMBT may, from time to time, provide refunds in its sole discretion. New subscribers select a Service Plan upon enrollment and existing subscribers can contact Customer Service to change their Service Plan by dialing 611 from their AMBT Device or calling toll-free at 1.877.266.7212. Service Plan changes are usually effective at the start of the next monthly service renewal date.

2.2. "Top Up" Plans

AMBT wireless subscribers can purchase "Top Up" Plans to receive allotments talk, text, and data by calling AMBT Customer Services by dialing 1.877.266.7212 or 611 from your AMBT wireless device. "Top Up" Plans, including rates and associated talk, text, and data allotments, are available on the AMBT website https://www.americanassistance.com/eligibility/. "Top Up" Plan availability, rates, and Allotments may vary by state and are subject to change at any time. "Top Up" Plans are non-refundable, cannot be transferred to any third party (including another AMBT account or customer), and may not be exchanged or resold. Notwithstanding the foregoing, AMBT may, from time to time, provide refunds in its sole discretion.

2.3. Talk, Text, and Data Allotments

Talk, text, and data allotments have no cash value, are non-refundable, cannot be transferred to any third party (including another AMBT account or customer), and may not be exchanged, resold, redeemed, or substituted for cash, merchandise, or services. If you terminate your service, you will forfeit and are not entitled to a full or partial refund for any unused Allotments. Notwithstanding the foregoing, AMBT may, from time to time, provide refunds in its sole discretion. If you use your full talk, text, or data allotment before the start of a new monthly cycle, the Service associated that allotment with be suspended for the remainder of the monthly cycle,

except that you will be able to continue contacting emergency services by dialing 911 and AMBT Customer Services by dialing 611 or 1.877.266.7212. Suspensions may occur while you are engaged in calls, text communications, or data usage, in which case, AMBT is not responsible for any costs, losses, or damages caused by such interruptions, including to reestablish communications. You may check your Allotment balances at any time free of charge by dialing 611 from your AMBT Device or calling 1.877.266.7212. You are responsible for all usage of Allotments regardless of who uses or possesses your Device and regardless of whether the Device is used with your consent or knowledge. Unused Service Plan Allotments expire on the last day of your monthly cycle and will not carry over to the next monthly cycle unless specifically provided for by the Service Plan. Unless otherwise noted, Top-Up Allotments expire 30 days from activation and independently from monthly Service Plan Allotments.

2.4. Use of Voice Allotments

All incoming and outgoing voice calls on your Device, regardless of whether the call is on the network of our Underlying Carrier or roaming, use talk minute allotments, including calls to toll-free numbers but excluding 911 emergency calls, AMBT Customer Service Calls to 611 and 1.877.266.7212, and other calls specified herein. Wireless calls are limited to two hours; if you are on a call for longer than two hours, the call may be automatically terminated. Call time is measured in one-minute increments, with a minimum time per call of one (1) minute. Partial minutes of use are rounded up to the next full minute at the end of each call. AMBT does not allow free calls to other AMBT subscribers. Outgoing calls begin the moment you initiate a call and incoming calls begin the moment the signal connection from the caller is established with our facilities. Calls end after you or the other party terminates the call, but not until we receive a signal that the call has disconnected. Call length information displayed on your Device may not be accurate for calculating use of voice allotments. For simultaneous calls (incoming call waiting calls and 3-ways calls), talk minutes may be deducted for each call. Call time may include ring time, incomplete calls, unanswered calls, busy signal calls, voicemail deposit and retrieval time, and time to process call transfers. Calls that begin during one monthly cycle and end in another monthly cycle are generally deducted from talk allotments from the starting monthly cycle. No credit or refund is given for dropped calls.

2.5. Use of Text and Multimedia Message Allotments

Each Short Message Service (“SMS” or “text”) and Multimedia Messaging Service (“MMS” or “multimedia”) message that is sent or received on your wireless Device is deducted from text message allotments, whether read or unread, viewed or unviewed, or solicited or unsolicited. AMBT does not allow free texts to other AMBT subscribers. Most text messages are limited to 160 characters. Multimedia messages can typically include pictures, audio clips, and more characters, which may be limited. Some Devices may not be able to send, receive, or access multimedia messages. We reserve the right to change the multimedia message size limits at any time without notification. There is no guarantee that messages will be received, and AMBT is not responsible for lost or misdirected messages.

2.6. Use of Data Allotments

All data usage that occurs through your wireless Device (except for data usage that occurs when your Device is connected to Wi-Fi) will be deducted from your data allotment, including all active and passive usage, regardless of who initiates the usage, and whether or not the data transmissions are successful. All data usage is calculated in full-kilobyte increments and actual usage is rounded up to the next full-kilobyte increment at the end of each data session. Data usage may occur whenever your Device is connected to the network of our Underlying Carrier or roaming and transmitting data, including, but not limited to: (a) sending, receiving, or downloading any type of content, including emails, documents, files, pictures, MMS messages, and any other content, (b) accessing websites, (c) downloading and using applications, (d) streaming content, or (e)

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

3. WIRELESS DEVICES

3.1. Device Options

Upon enrolling in AMBT's Lifeline service, you may be eligible to receive a free wireless Device from AMBT to use with the wireless Services, in which case, you can upgrade to higher grade device offered by AMBT for an additional cost. If you are not eligible for a free Device, AMBT will provide you with a free SIM that you can use with a wireless Device you purchase from us or with your own wireless Device. Device models offered by AMBT are selected at our sole discretion and comply with the FCC's minimum requirements for devices. Your AMBT Device can only be used with our Services and cannot be activated by or used on the network of any other wireless service provider. AMBT reserves the right to substitute or replace any Device provided by AMBT with another AMBT Device of comparable quality at any time. Devices provided by AMBT will be delivered to your home address. AMBT Devices may not be purchased in bulk or sold to third parties. If you provide your own Device, you are responsible for ensuring your Device is unlocked, compatible with and does not interfere with our Services or the network of our Underlying Carrier, and complies with all applicable laws, rules, regulations, and standards. Additionally, your Device cannot be reported as lost or stolen or associated with fraudulent activity. You are responsible for the maintenance of your Device and the purchase and maintenance of any additional hardware or software necessary to use your Device with our Services. Not all Services are available with all Devices, on all networks, or at all times, and we do not guarantee the availability of all Services on all Devices. Some functions and features referenced in the manufacturer's manual for your Device may not be available when using your Device with AMBT's Services, whether the Device is provided by AMBT or by you.

3.2. Returns and Refunds

Devices purchased directly from AMBT may be returned for a full refund within 30 days of purchase with the original receipt. Devices must be returned in their original package and with all original components, including, but not limited to the: handset, box, charger, battery, battery cover, manuals, and accessories. All items must be undamaged and in like-new condition, including free from cracks, scratches, liquid damage, or any other damage and free from engravings or attachments that alter the original out of box appearance. Refunds will not be issued for Device returns that are missing components or damaged. AMBT also will issue a refund for defective Devices, as determined by us in our sole discretion, if returned within 30 days. Prior to returning a Device, erase all personal data and disable or remove all security features. Please contact AMBT at 1.877.266.7212 or 611 for instructions or repack the Device and all components and bring it to the store where

you purchased it. AMBT is not responsible for lost or mishandled returns. If you ship a Device return, we recommend that you obtain a tracking number. AMBT does not exchange Devices. If an exchange is necessary, you must follow the instructions for returning the Device and purchase a new one. SIM cards are not eligible for returns and/or refunds.

AMBT does not manufacture any Devices or equipment you may use with the Services, including Devices we may provide or sell to you. We are not liable for any defects, acts, or omissions of the manufacturers. Your Device's manufacturer may provide you with a warranty directly or that we may pass through from the manufacturer to you. If your Device becomes defective after the standard 30-day return policy, you must contact the manufacturer for any warranty options.

3.3. Loss, Theft, Damage, or Destruction

Upon accepting a Device from us, all risk of loss, theft, damage, or destruction of your Device or its accessories, whether provided by us or by you, is borne by you. AMBT is not responsible for, nor will we issue refunds for any lost, stolen, damaged, or destroyed phones or accessories. In the event your Device is lost, stolen, damaged, or destroyed, you may purchase a replacement Device from AMBT at your own expense. If a Device provided by AMBT is lost, stolen, damaged, or destroyed while in transit to you and before delivery, we may replace the Device in our sole discretion. When you activate a replacement Device, we will apply any remaining Allotments associated with your monthly Service Plan. If your Device is lost or stolen, you are responsible for any usage of your Allotments or charges incurred using your Device until you report the loss or theft to us by contacting AMBT Customer Service at 1.877.266.7212. Upon receiving notice of a lost or stolen Device, AMBT will take immediate steps to suspend the Services. If you do not activate a replacement Device or to notify AMBT that you have found a lost or stolen Device within thirty days (30) days, we may cancel your subscription to AMBT Services and reassign the number associated with your account to another user. If your Services are canceled or if you choose to terminate your Services following the loss, theft, damage, or destruction of your Device, we will not prorate charges to the date of the cancelation or termination, and you will not receive a credit or refund for any unused Allotments. You agree to cooperate and act in good faith and in a reasonable manner in connection with any investigation of the loss or theft of your Device (e.g., by providing facts, sworn statements, or other information that would help the investigation). Except as otherwise provided herein, if your Device is lost, stolen, damaged, or destroyed, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any charges.

3.4. Software Updates

AMBT may, from time-to-time remotely update or change your Device's software, applications, or programming, including your Device's electronic SIM card, without notice, to address security, safety, or other issues that impact our Underlying Carrier's network or your Device. These changes will modify your Device and may affect or erase data stored on your Device, how you have programmed your Device, or how you use your Device. AMBT is not responsible for lost data or functionality. While your Device is receiving a software update, whether by our action or yours, you may be unable to use your Device in any manner until the software update is complete, including to contact 911 or other emergency services.

3.5. Device Software, Content, and Applications

AMBT may offer software, content, and applications, which you may choose to download from AMBT or third-party sources or that may come preinstalled on your Device. These may or may not be branded as AMBT software, content, and applications. These software, content, and applications are licensed, not sold, to you by AMBT and/or its licensors/suppliers for personal, lawful, non-commercial use solely in connection with your use of your AMBT Device with our Services. You may be subject to additional license terms between you and the third-party creator or owner of such software, content, and applications. You acknowledge AMBT or its

licensors/suppliers are the intended third party beneficiaries of these licenses. Your use of these software, content, and applications must comply with their intended purposes, the license, this Agreement, and all applicable laws. You may only make such copies as is reasonably necessary for your personal non-commercial use. You may not (and you agree not to enable others to) otherwise copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat, or circumvent protective and other digital rights management mechanisms, combine, or create derivative works of the software, content, and applications or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer, sublicense, broadcast, or cause public performance of the software, content, and applications or any portion thereof. You agree the software, content, and applications contain proprietary information owned by AMBT, its licensors/suppliers, or the creator/owner. AMBT and its licensors/suppliers reserve the right to update, modify, delete, suspend or terminate access to, or impose limits on the use or access of the software, content, and applications at any time, without notice. Without limitation, the warranty disclaimer, limitation of liability, and indemnification provisions found in this Agreement apply to these software, content, and applications.

3.6. Unauthorized Modifications

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

3.7. Device Unlocking Policy

Subject to certain limitations, AMBT complies with the CTIA Consumer Code regarding the ability of our current and former subscribers and individual owners to request that we unlock eligible AMBT Devices that are locked by or at the direction of AMBT. Specifically, AMBT adheres to the following principles:

1. Disclosure. AMBT has posted this clear, concise, and readily accessible policy regarding postpaid and prepaid mobile wireless Device unlocking on its website.
2. Prepaid Unlocking Policy. AMBT will, upon request, unlock prepaid Devices no later than one year after initial activation, for subscribers that are in full compliance with our Terms and Conditions.
2. Lifeline Unlocking Policy. AMBT will, upon request, unlock Devices used to access Lifeline services no later than one year after initial activation, for subscribers that are in full compliance with our Terms and Conditions.
3. Notice. AMBT 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. AMBT reserves 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 AMBT website.
4. Response Time. AMBT will, within two days of receiving an unlocking request, do one of the following: (i) unlock or provide information to facilitate the unlocking of an eligible phone; (ii) initiate a request to the original equipment manufacturer to unlock a Device; (iii) explain to the requesting customer why the phone is ineligible for unlocking; or (iv) offer a reasonable explanation as to why AMBT needs more time to process the unlocking request.
5. Deployed Personnel Unlocking Policy. For deployed military personnel who are in full compliance with the AMBT Terms and Conditions, we will unlock Devices upon receiving a valid copy of deployment papers.

"Unlocking" refers only to the disabling of software that prevents a Device from being used on another carrier's network, even if that network is technologically compatible. It does not pertain to hardware changes and does

not guarantee that an AMBT Device will be compatible with any particular carrier's network or that all functionality of the Device can be enabled on any other network. Devices that work on the network of AMBT's Underlying Carrier may not work with other carriers' networks due to the use of different frequencies and technologies to provide wireless network access.

As a reseller of wireless service, AMBT's unlocking policy may be subject to limitations imposed by its Underlying Carrier. Additionally, AMBT may deny a Device unlocking request if, in our sole discretion, we have a reasonable basis to believe that the request is an effort to defraud the company or its subscribers or that the Device is stolen.

4. CHARGES AND PAYMENTS

4.1. Charges, Fees, and Taxes

You are responsible for paying all one-time and recurring charges that result from your commercial relationship with AMBT and from the use of our Services, whether accrued by you or by another person using your Device or Services, including, but not limited to: (i) one time or recurring Service Plan charges; (ii) Top-Up Plan charges; (iii) Device purchase, upgrade, and replacement charges; (iv) activation, reconnection, prepayment, and other administrative or customer service charges or fees; (v) returned and late payment charges or fees; (vi) roaming, network, and other surcharges; (vii) optional feature charges, such as operator and directory assistance, toll and collect calls, voicemail, and call forwarding, if applicable; and (viii) all required or applicable federal, state, and local taxes, surcharges, fees, and any other regulatory or governmental assessments, whether assessed directly upon you or upon AMBT and billed to you for cost recovery. We do not assess early termination fees. Taxes, fees, and surcharges may vary depending on the billing address associated with your account and may vary from month-to-month based on our or the government's calculations. We may, but are not obligated to, provide notice of such variances. Advertised rates may not include federal, state, and local taxes, fees, surcharges, and other assessments. With the exception of taxes or other charges that are required by law, no additional surcharges are assessed on Lifeline-supported services and charges and fees associated with Lifeline-supported Services are all inclusive and fully disclosed to Lifeline applicants and subscribers. All charges, fees, and taxes, once paid, are non-refundable.

4.2. Billing and Payment

You will receive your bill electronically on a monthly basis, but you may request a paper bill. You are responsible for reviewing your bills to ensure that all charges are accurate. AMBT bills will distinguish (a) charges collected and retained by the carrier, including charges for Service Plans, "Top Up" Plans, and features, from (b) taxes, surcharges, fees, and any other regulatory or governmental assessments collected by us and remitted to federal, state, or local governments. Cost recovery fees and charges will not be labeled as taxes. You agree to pay for all prepaid charges immediately when billed and all postpaid charges on or before your payment due date or monthly expiration date using a credit or debit card or other valid payment method. In the event you do not pay the amount due on or before the payment due date or monthly expiration date, AMBT may convert you to a Service Plan that is free after the application of all available Lifeline discounts. You must promptly notify us of any change in your billing address or payment method. By providing payment information and accepting this agreement, you authorize us or our payment service provider to charge your payment method in advance for prepaid payments to ensure that payments are received by any due date. You may cancel the automatic renewal of your Service Plan at any time. We will not, except in our sole discretion, refund, prorate, or credit any charges, fees, or taxes, including if you modify or terminate your service before or have remaining Allotments at the end of your monthly cycle. If you wish to dispute a charge, you must do so in accordance with the dispute resolution process described in Section 9.

4.3. Non-Payment and Late Payment

If we attempt to charge your credit card or any other payment account for a charge and the credit card company or other financial institution withholds such payment because there is an insufficient balance or 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 payment is processed or the Chargeback is reversed. If the non-payment is not resolved and reversed, your account will be deactivated at the end of the 30-day period and AMBT will assess you a termination charge equal to the balance in your account or the highest amount permitted by law, which is not refundable even if you reactivate your account. If your account is reactivated, you may be charged a fee for each non-payment. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less. We may also charge you fees when your payments are not made on or before your scheduled payment date.

4.4. Creditworthiness

AMBT does not condition the provision of Services on a subscriber's credit rating, credit history, or other method of determining creditworthiness. AMBT does not provide subscriber payment history and other account billing and charge information to any credit reporting agency or industry clearinghouse. No deposits are held or required as a condition of receiving Services nor do we have any preset account spending limits.

4.5. Promotions and Rewards

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

4.6. Third-Party Purchases

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

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

5. SERVICE FEATURES, LIMITATIONS, AND NOTICES

5.1. Account Access

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

5.2. Account Protection Measures

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

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

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

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

Customer Notification of Port-Out and SIM Change Requests

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

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

Account Locks to Prevent Porting and SIM Change

Port Locks – Your Options to Activate and Deactivate. You have the option, at no cost, to lock your account to prohibit your number from being ported. We will not fulfill a port-out request until you deactivate the lock on the account, except if the port-out request was made in connection with a legitimate line separation request pursuant to 47 U.S.C. § 345 and 47 CFR Part 64, Subpart II, regardless of whether the line separation is technically or operationally feasible. To request a port lock, or to deactivate a port lock, please contact us by dialing 611 from your Device, or calling toll-free at 1.877.266.7212.

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

SIM Change Locks – Your Options to Activate and Deactivate. You have the option, at no cost, to lock your account to prohibit us from processing requests to change your SIM. We will not fulfill a SIM change request until you deactivate the lock on the account, except if the SIM change request was made in connection with a legitimate line separation request pursuant to 47 U.S.C. § 345 and 47 CFR Part 64, Subpart II, regardless of whether the line separation is technically or operationally feasible. To request a SIM change lock, or to deactivate a SIM change lock, please contact us at by dialing 611 from your Device, or calling toll-free at 1.877.266.7212.

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

Process for Reporting Fraudulent Number Ports and Fraudulent SIM Changes

If you believe that you have been the victim of actual or attempted Port-Out Fraud or SIM Swap Fraud, please contact us immediately by dialing 611 from your Device, or calling toll-free at 1.877.266.7212.

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

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

5.3. International Calling and Messaging

AMBT wireless talk and text allotments can only be used for domestic calls and text messages, except that California customers can use talk allotments to call certain areas of Mexico and Canada. All other customers and all other international calls and text messages are not included with our Service Plans or “Top Up” Plans.

5.4. Wireless Coverage

The availability of AMBT wireless Services is subject to the geographic coverage area of our Underlying Carrier and its roaming partners. Only domestic U.S. coverage is available; we do not offer international coverage.

Coverage is not available everywhere in the domestic U.S., and you will not have access to our Services outside the coverage area. A coverage map reflecting the approximate geographic coverage area of our Underlying Carrier and its roaming partners can be accessed from https://www.americanassistance.com/availability/ Areas without coverage are shown as gaps. Coverage maps are generated using generally accepted methodologies and standards but are only approximations of actual coverage. There may be locations within the estimated coverage area where actual coverage is limited and you may experience interruptions or reductions in Service quality, including due to interference from buildings and other structures, terrain, and foliage. Additionally, actual coverage at any given time may vary by Service and be affected by factors beyond our control, as described in Section 5.6. Coverage maps and any statements by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage area when you are using our Services outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times, or without interruption. AMBT does not guarantee or warrant the coverage of the network of our Underlying Carrier or its roaming partners. Where there is no coverage, 911 calls may not reach public safety answering points. In such instances, subscribers should dial 911 from the nearest landline phone. Coverage maps may be updated periodically and without notice to reflect the current operations of our Underlying Carrier and its roaming partners.

5.5. Wireless Roaming

“Roaming” occurs when a subscriber of one wireless service provider uses the network of another wireless provider based on agreements between the two providers. Roaming agreements may change from time to time, and roaming coverage is subject to change. Roaming most often occurs when you make and receive calls outside of the coverage area of our Underlying Carrier, but it may also occur within our Underlying Carrier’s coverage areas. Your ability to receive roaming coverage may depend on the capabilities of your Device. Your Device will generally indicate when you are roaming. While roaming, you will typically be able to use all the Services under your Service Plan with no additional charge, however, data Services and certain calling features (e.g., voicemail, caller ID, and call waiting) may not be available or function the same way in all roaming areas, and limits on the number of minutes used while roaming may apply. Only domestic roaming is available; there is no international roaming.

5.6. Service Availability and Quality

In addition to factors that affect coverage, Service availability and quality may be subject to “Service Limitations,” which may depend on whether you are using wireless or landline Services. These include interruptions, delays, or reductions, due to a variety of factors, including, but not limited to: weather and atmospheric conditions; obstructions; electromagnetic interference; use of the Services inside a building or moving vehicle; your geographic location relative to our coverage area; your proximity to wireless cell sites; the capacity of a cell site; the number of other customers connected to the same cell site; other network capacity limitations and congestion; the capabilities and compatibility of your device; network outages or issues on the network of our Underlying Carrier or interconnecting carriers; and priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency. Additional factors that may affect our Services are described in our Open Internet Policy, available at https://www.americanassistance.com/wpcontent/uploads/2025/06/privacy_policy.pdf. Once identified, AMBT takes reasonable steps to attempt to remedy Service Limitations that are within its control. Service Limitations may also occur as a result of network maintenance, including equipment modifications, upgrades, relocations, repairs, or similar activities necessary or proper for network operation or improvement imposed by AMBT, its Underlying Carrier, or interconnecting carries. AMBT will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule its maintenance during non-peak hours. Service Limitations may result in dropped or blocked calls, inability to make or receive calls, inability to send or receive

text messages, or inability to access the Internet and other data services. You acknowledge that the Services are provided through the nationwide wireless network of the underlying carrier of our choosing and may be subject to the service availability and quality of our Underlying Carrier. We do not guarantee or warrant the availability or quality of the Services at any given time or geographic location, we are not liable for Service Limitations, and you are not guaranteed compensation or reimbursement for Service Limitations. Notwithstanding the foregoing, if your Services experience Service Limitations for 24 or more continuous hours by a cause within our control, and you notify AMBT at 1.877.266.7212 within seven (7) days of the Service Issue, we may, in our sole discretion and on a case-by-case basis, issue you a credit.

5.7. Service Security and Optimization

AMBT or our Underlying Carrier may, but are not obligated to, take any action they deem necessary to: (1) address security threats and otherwise protect the networks, Services, systems, and equipment from harm or degradation; (2) optimize, improve, or manage the networks, Services, systems, and equipment; (3) preserve and protect their rights and interests and those of their subscribers and third parties; and (4) otherwise ensure the activities of some users do not impair the ability of AMBT or our Underlying Carrier to provide their subscribers with access to reliable Services provided at reasonable costs. Such actions may include, but are not limited to:

a) discontinuing, blocking, or terminating certain categories of Services;

b) restricting, reducing, or limiting the amount of usage of the Services;

c) limiting data throughput speeds or quantities;

d) reducing the size of data transfers;

e) limiting, disabling, or preventing access to particular features;

f) blocking, limiting, or disconnecting access to individual phone numbers or certain categories of phone numbers (e.g., 976, 900), countries, destinations, or providers;

g) limiting the provision of Services at certain times or in certain areas, including due to changes in coverage of our Underlying Carrier or changes in roaming agreements;

h) filtering or blocking certain calls, texts, and data transmissions sent through the network, including spam, unlawful and unwanted telemarketing calls and messages, and malware (we do not guarantee that you will not receive and we are not liable for such calls, text, or transmissions; if you are receiving unwanted telemarketing messages, contact the source and unsubscribe or remove your mobile phone number from the service);

i) blocking calls to you at your request or to other called parties at their request;

j) blocking or otherwise preventing access to third party services or other premium services, features, or content that would generate additional fees or charges billed to AMBT, either directly or through your account as a result of your use of or access to the service, feature, or content;

k) blocking hacking and other attempts for unauthorized access; and

l) blocking or terminating usage that is indicative of uses prohibited by the Acceptable Use Policy (Section 6), including uses that result in abnormally long calls, high costs, or high usage.

Some of these actions may interrupt or prevent legitimate communications and usage, including by resulting in dropped or blocked calls, inability to make or receive calls, inability to send or receive text messages, or inability to access the Internet and other data services. For additional information about our network security practices for our data Service, please review our Open Internet Policy at https://www.americanassistance.com/wpcontent/uploads/2025/06/open_internet_policy.pdf.

5.8. Wireless Device Location Information

Your wireless Device may be location enabled, which means the location of your Device can be determined by using Global Positioning Satellite ("GPS"), wireless network location information, or other location technology when your device is turned on. Your location information may be used by us, our Underlying Carrier, or third-party services, as described in our Privacy Policy, available at https://www.americanassistance.com/wpcontent/uploads/2025/06/privacy_policy.pdf. Additionally, your location information may be used by 911 and other emergency services, as described in Section 5.9. Your location information may be used to assist emergency services in finding you; however, always state the nature of your emergency and provide both your location and phone number when you make a 911 call, as, depending on a number of factors, the operator may not automatically receive this information from your Device or the information the operator receives may be inaccurate. AMBT is not responsible for failures to connect or complete 911 calls or if inaccurate location information is provided to emergency services. We cannot assure you that if you place a 911 call you will be found. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. Your location information may also be accessed and used by third-party Content and Applications ("Location--Based Services"). Please review the terms and conditions and privacy policies for each Location-Based Service to learn how your location information will be used and protected. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Our location information may be unavailable if your Device is unable to acquire satellite signals and network coverage, which may prevent you, us, and other services from accessing your location. Satellite signals and network coverage may be unavailable due to a variety of factors beyond our control, as described in Sections 5.4 and 5.6. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location. You may be able to configure the settings on your Device or in third-party services to restrict or disable the sharing of your location information. It is your responsibility to notify individuals who may use your Device that it may be location enabled.

5.9. 911 and Other Emergency Services

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

5.10. Wifi Features

AMBT, at its sole discretion, may make available Wi-Fi voice and text messaging services, i.e., the ability to originate and terminate calls and text messages over a Wi-Fi connection ("Wi-Fi Calling"). If offered by AMBT, Wi-Fi Calling will only be available for AMBT customers that (i) have a Wi-Fi capable Device with AMBT supported Wi-Fi calling capability, (ii) have Wi-Fi Calling service provisioned on their account by calling Customer Service or updating preferences in account management, and updating the applicable Wi-Fi calling settings on your Device, (iii) have a compatible SIM card or eSIM, and (iv) are connected to functioning third-party internet service. Not all services available on AMBT's Underlying Carrier's network are available while using Wi-Fi Calling. For example, emergency alerts may not be available with Wi-Fi Calling. You understand and

acknowledge that calling 9-1-1 via Wi-Fi Calling uses the internet and operates differently than calling 9-1-1 via traditional telephone services (wireless or wired), including the traditional wireless telephone services offered by AMBT. In addition, if AMBT makes Wi-Fi Calling available to you, you must provide us with any update, the physical location at which you will use Wi-Fi Calling (the "Registered Location"). If your Registered Location changes, either temporarily or permanently (e.g., when using Wi-Fi Calling at any other physical location), you must promptly update your Registered Location with AMBT. You may provide us with your Registered Location at any time within the applicable device settings of a compatible Device. If you do not provide us with an accurate Registered Location and update it promptly for any and all changes in your location as described above, we or our Underlying Carrier may block your usage of certain Wi-Fi Networks. You also understand and acknowledge that if you attempt to dial 9-1-1 via Wi-Fi Calling from any location other than your Registered Location, emergency personnel may not be able to identify your location, your 9-1-1 call may not complete, and/or your 9-1-1 call may be routed to emergency personnel in a different location. You understand and acknowledge that it may take up to 2 hours for changes in address to be updated, and you should notify AMBT in advance of any temporary or permanent changes to your Registered Location as described above. NEITHER AMBT NOR ITS UNDERLYING CARRIER IS RESPONSIBLE OR LIABLE FOR ANYTHING RELATED TO YOUR USE OF OR INABILITY TO USE ANY WI-FI CALLING MADE AVAILABLE TO YOU, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF EMERGENCY CALLS (WHETHER 9-1-1 CALLS OR OTHERWISE). Wi-Fi calling minutes will be treated as Talk minutes (and be included in any applicable Talk allotment) in the following instances: (1) when you use Wi-Fi Calling to make International Long Distance calls, and (2) when you have a Service plan with limits on Talk and you use Wi-Fi Calling to make local (non-long distance) calls. Most devices will not transition between Wi-Fi and the wireless network. Devices using wireless connections may be vulnerable to unauthorized attempts to access data and software stored on the Device.

5.11. Third-Party Content and Applications

Devices may be used to access and disseminate third-party "Content and Applications" through the Services. Some Content and Applications may: (i) harm your Device or its software; (ii) infringe on the rights of others; (iii) be unreliable, inaccurate, or incomplete; (iv) be offensive, indecent, or objectionable; or (v) be unsuitable for minors. When you access, download, install, or use Content and Applications, you may voluntarily or involuntarily provide information to third-party Content and Application providers. You are solely responsible for evaluating the Content and Applications accessed while using the Device and Services. By allowing a minor to use the Device and Services, you are consenting to the minor being able to access any Content and Applications available through the Services and provide information to the Content and Application providers; we strongly recommend that you monitor the Content and Applications accessed by minors using the Device and Services. AMBT does not control and is not responsible for the Content and Applications accessed or disseminated using the Device or Services. We may, but do not have the obligation to, monitor, review, and restrict or refuse to transmit certain Content and Applications. AMBT is not a publisher of third-party Content and Applications. When you access, download, install, or use Content and Applications, you are subject to the terms and conditions and privacy policies of those Content and Applications. You may review our Privacy Policy, at https://www.americanassistance.com/wp-content/uploads/2025/06/privacy_policy.pdf, to learn how you may provide information to Content and Applications. For assistance with third-party Content and Applications, contact the third-party developers or owners directly.

5.12. Phone Numbers and Porting

You must accept the phone number we assign to you at the time you subscribe to AMBT Services. We reserve the right to change your mobile phone number at any time, but we will attempt to notify you prior to any such change. You can switch your number to another AMBT Device at no additional charge. Except for any legal right you may have to transfer ("port") your phone number to or from another carrier, you have no and cannot gain

any proprietary ownership or other rights to any phone number we assign to you, your Device, or your account. We do not guarantee that numbers ported to or from AMBT will be successful. To request to port a phone number to or from AMBT, please contact AMBT Customer Service by dialing 611 from your AMBT Device or calling toll-free at 1.877.266.7212. Before you call to port a number to AMBT, please have a bill from your existing wireless or wireline provider available. When you port a number to AMBT from another carrier, you are solely responsible for all charges billed or incurred prior to deactivation of service with your prior carrier and for any applicable early termination fees assessed by your prior carrier; AMBT will not reimburse you for these charges. Due to compatibility issues, you may be required to purchase or obtain a new device to use our Services after you port a number to AMBT, and you may be without Services until the new device is configured. Upon receiving a request to port your number to another carrier, and before effectuating the request, AMBT shall notify you immediately to inform you that a port-out request was made. If you authorize another carrier to port a number from AMBT, we will consider that a request by you to terminate all of your Services with us that are associated with that number and the termination will occur on the date the number is ported. We reserve the right, prior to honoring the port request, to collect any balance owed by you to us. If your Services are terminated for any reason and you do not port your number to another provider, we may reassign the phone number you were using to another subscriber without notice. You will not be able to transfer any unused talk, text, or data allotments on your AMBT account to your new provider and after the porting is completed, you will no longer be able to use our Services with that number. Under no circumstance will we refund you for any Allotments or account payments if you port out your number. If you port your phone number to or from AMBT, some Services, such as 911 location services, may not be immediately available through AMBT or the other carrier while the port is being processed.

6. ACCEPTABLE USE POLICY

You are only permitted to use AMBT's Devices and Services for lawful, personal, and non-commercial uses. Subject to those limitations, voice and text service is solely for live dialogue between, and initiated by, individuals while data services are provided only for uses such as web surfing, sending and receiving email, using messaging services for live dialogue between, and initiated by, individuals, sharing photographs, non-continuous streaming of videos, downloading files, online gaming, and use of applications.

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

a) **Infringement:** Infringing or otherwise violating any intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right, which may result from the unauthorized copying, distribution, posting, editing, or modifying of pictures, logos, software, articles, musical works, and videos.

b) **Unlawful, Offensive, and Harmful Conduct or Content:** Engaging in conduct or dissemination of content that is unlawful, libelous, slanderous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, inciting unlawful or violent acts, or otherwise objectionable. Without limiting the foregoing, you may not access or use our Devices or Services in any manner for the transmission or dissemination of images containing child pornography. We reserve the right to remove or delete any content you have disseminated using our Services that, in our sole discretion, have determined violates this Agreement or is otherwise objectionable.

c) **Fraudulent Conduct:** Engaging in any fraudulent activity, including, but not limited to: (1) conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized third-party affiliation or agent for a business entity without the business' prior consent.

d) **Falsification/Impersonation:** Using the Device or Services to impersonate any person or entity; falsely state, mask, or otherwise misrepresent yourself or your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, false date or time stamps, false originating e-mail addresses or other identifiers, or other means of deceptive addressing.

e) **Commercial, Unsolicited, and Spam Communications:** Using the Services to distribute, publish, send, or engage in: (i) commercial, marketing, advertising, or promotional communications or solicitations to any person without the person's consent; (ii) spam, chain mail, bulk messages, automatically generated messages, numerous copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content; and (iii) telemarketing, autodialed, or prerecorded communications. This includes using our mail servers or another site's mail server to relay messages without the express permission of the account holder or the site.

f) **Violation of Third-Party Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, website, or application you access.

g) **Excessive Utilization of the Services:** Engaging in excessive use of the Services relative to typical usage by other AMBT customers on similar service plans, including making or receiving an abnormally high number of calls, sending or receiving an unusually high number of messages, repeatedly placing calls of unusually long duration, or consuming a disproportionate amount of available network resources. Such activities suggest the Services are being used other than for personal, non-commercial use in violation of this Agreement and may impair or degrade use of the Services by other customers.

h) **Uses Causing Excessive Utilization of Services:** Continuous, unattended, or excessive streaming, downloading, or uploading of videos, music, or other files; using applications that automatically consume unreasonable amounts of network resources, are designed for unattended use, operate as automatic data feeds, constitute automated machine-to-machine connections, or are used in a way that degrades network capacity or functionality; using the Services in connection with server devices or to operate a hosting service; using the Services as the functional equivalent of a private or dedicated access line or an access point for intra-company private branch exchange services; maintaining open lines of communication for extended periods of time (e.g., baby monitoring or other monitoring services); and placing or receiving an abnormally high number of calls or repeatedly placing or receiving calls which result in abnormally long call lengths or high costs, including operating a dispatch service, excessive use of multi-party calling features or separate calls that are not bridged together, and excessive use of single party or multi-party chat line services.

i) **Traffic Pumping/Access Stimulation:** Using the network for any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to AMBT, including to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation.

j) **Unauthorized Information Collection:** Using our Services for unauthorized information collection, including, but not limited to: phishing, spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others, using software (including "spyware")

designed to facilitate such activity; or conducting commercial research or commercial data collection, including collecting responses from unsolicited messages.

k) **Malicious Software:** Distributing, publishing, or posting content that is malicious software (i.e., malware) into the network or through the Services, including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

l) **Hacking:** Without the express prior authorization of the owner of any data, systems, or networks, accessing or using such data, systems, or networks, including attempting to gain unauthorized access to, alter, or destroy any information that relates to any AMBT subscriber or other end-user and attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures.

m) **Interception:** Monitoring data or traffic on any system or network without the express prior authorization of the owner of the system or network.

n) **Intentional Interference:** Interfering with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

o) **Device Modifications:** Unlocking, re-flashing, rooting, tampering with, altering, or otherwise modifying your AMBT Device or its software without authorization.

p) **SIM Card Modifications:** If your Device has a SIM card, without authorization, removing the SIM card, placing the SIM card in another Device, or altering, bypassing, copying, deactivating, reverse-engineering, or otherwise circumventing or reproducing the stored encoded information stored or the encryption mechanisms of the SIM card.

q) **Signal Enhancements:** Installing, deploying, or using any regeneration equipment or similar mechanism (e.g., a repeater or signal booster) to originate, amplify, enhance, retransmit, or regenerate a transmitted radiofrequency signal, unless authorized by AMBT.

r) **Tethering:** Tethering your Device to another device, computer, modem, or other equipment for the purpose of using the data Service, except as required by federal or state law or regulation, or as expressly described to you in writing.

s) **Miscellaneous:** Reselling or leasing the Services; using the Service for commercial activities; using the Services for pager or voicemail retrieval service; engaging in any other conduct that could or does harm or adversely affect our other subscribers, employees, business, reputation, network, property, Services, operations, or any other person; or assisting, facilitating, or allowing anyone else to do or attempt to do any of the above activities.

This Acceptable Use Policy, including the prohibited uses, applies to all AMBT Service Plans, including plans with unlimited talk, text, and data Allotments. UNLIMITED DOES NOT MEAN UNREASONABLE USE. If you use unlimited Allotments for anything other than personal, non-commercial use or engaging in any other unauthorized, excessive, or abusive use, including uses prohibited by this Acceptable Use Policy, we may, at our sole discretion, terminate, suspend, modify, or limit your Services, as discussed in Section 7.

You are responsible for all fraudulent use of your Device and the Services. In the event you discover or reasonably believe your Device or the Services are being used for fraudulent activities, you must immediately notify AMBT at 1.877.266.7212. In the event AMBT discovers or reasonably believes your Device or the Services are being used for fraudulent activities, AMBT may take action to prevent such fraudulent activities from taking place, including the termination, suspension, modification, or limitation of your Services, as discussed in Section 7. Always use your Device in a safe manner that does not create a risk to your safety or the safety of others

around you. While driving, use a hands-free mechanism for your wireless device and do not use your wireless Device to send text messages.

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

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

Either party may terminate the Services, which will terminate this Agreement, at any time on advance notice to the other party with or without cause. Under FCC rules, AMBT must terminate your Lifeline service, upon notice to you, if we have a reasonable belief that you no longer qualify for Lifeline, if you fail to timely recertify, or if you fail to use your device for thirty (30) consecutive days. Additionally, AMBT may, at any time, with or without prior notice, and at our sole discretion, terminate, suspend, modify, or limit your Services if:

a) we know or suspect you or someone using your Device or Services violated or attempted to violate this Agreement, including the Acceptable Use Policy in Section 6, or any other AMBT policies or terms and conditions, including the terms and conditions of your Service Plan;

b) we know or suspect you used or attempted to use false or fraudulent means to obtain our Services, including Lifeline services;

c) we know or suspect you violated or attempted to violate any applicable laws or regulations, including Lifeline laws or regulations;

d) we know or suspect that you have committed a criminal or harmful act against AMBT or any of our employees or agents;

e) we know or suspect you are using our Services for fraudulent purposes;

f) we know or suspect you have engaged in improper, illegal, or unauthorized use of your AMBT Device;

g) your payment is returned unpaid, you fail to make all required payments when due, any payment is past due, or we reasonably believe there has been fraudulent payment activity in connection with your Services;

h) you provide inaccurate or misleading credit information, your credit has deteriorated, you become insolvent or bankrupt, or we otherwise believe that there is a risk of non-payment;

i) your actions expose AMBT to sanctions, prosecution, civil action, or other liability;

j) Your actions cause harm or interfere with the integrity, security, or normal operations of our network or that of our Underlying Carrier;

k) your actions interfere with another subscriber's ability to use the Services;

l) your actions otherwise present an imminent risk of harm to AMBT or its subscribers.

m) we discover you are under 18 years old and therefore incapable of contracting for goods and services or ineligible to receive Lifeline services;

n) you threaten, harass, abuse, offend, or use vulgar, derogatory, or inappropriate language toward our employees, agents, or any person whom you contact using our Services or your Device;

o) we are ordered to do so by any federal or state government entity with authority to do so;

p) a condition immediately dangerous or hazardous to life, physical safety, or property exists;

q) we cease to provide Services in your area; or

r) for any other operational or governmental reason.

We may terminate or suspend talk, text, and data Services individually or collectively. Upon termination, any unused Allotments will expire, and you will not receive a refund. Additionally, upon termination, AMBT may reassign the phone number you were using to another subscriber without notice. Limitations of your Services may include any method discussed in Section 5.7. We may modify your Services by changing your Service Plan or features. We are not liable for any harms that may result from termination, suspension, modification, and limitations of your Services and you will not receive a refund or credit from AMBT for any unused or unusable talk, text, and data allotments as a result of such termination, suspension, modifications, and limitations.

You can request that we terminate your Services by contacting Customer Service by dialing 611 from your AMBT Device or calling toll-free at 1.877.266.7212.

8. WARRANTIES, LIABILITIES, AND INDEMNIFICATION

8.1. Warranty Disclaimer

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

8.2. Limitation of Liabilities

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

a) act, omission, or error by you or a third party, including third-party service providers or vendors;

b) charges for any products or services provided by third parties and accessed through or for use with our Services;

c) claims against you by third parties;

d) mistake, omission, interruption, outage, error, failure, delay, defect, or limitation in the provision of Services;

e) deficiencies or problems with a Device or network coverage (e.g., dropped, blocked, interrupted Services, etc.);

f) damage, injury, or loss caused by or arising out of your use of the Services, including traffic or other accidents and health-related risks or issues, or our suspension or termination of the Services;

g) damage, injury, or loss caused by any interruption, failure, or delay in accessing or attempting to access emergency services from a Device or using the Services, including 911 services;

h) interrupted, failed, or inaccurate location services;

i) quality, appropriateness, accuracy, or suitability of any content, information, or applications you may access while using the Service;

j) information or communications that are blocked by a spam filter or that we otherwise restrict or block consistent with this Agreement;

k) damage, harm, or loss that may result from your communications being intercepted;

l) unauthorized access to your account caused by your actions or that circumvent our reasonable security measures;

m) unauthorized access to your Device;

n) changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification;

o) damage to or loss of any information or data stored on your Device or any other equipment you use with the Services (including when we service your Device);

p) loss or disclosure of sensitive information you transmit when using the Services (including any damage, loss, harm, or disclosure that results from malware);

q) default, delay, damage, or harm due to factors beyond our control (i.e., force majeure events, as described in Section 10.7; or

r) unauthorized or disputed charges for AMBT services that appeared more than 15 days earlier on your online account statement and which you did not properly dispute within 15 days after the charge was posted to your account (no fiduciary or other special relationship exists between you and AMBT by virtue of this Agreement or your use of AMBT Devices and Services.

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

8.3. Indemnification

To the fullest extent permitted by law, you agree to defend, release, indemnify, and hold harmless AMBT and parents, subsidiaries, affiliates and their past, present, and future officers, directors, employees, agents, representatives, partners, licensors, successors, and assigns from and against any and all losses, claims, liabilities, injuries, costs, penalties, damages, settlements, and expenses (including taxes, fees, fines, penalties, interest, expenses, and attorneys' fees) arising out of or relating to, directly or indirectly, your or any other person's use of a Device or the Services, whether based in contract or tort (including strict liability) and regardless of the form of action; your acts or omissions, including your breach or violation of this Agreement, other AMBT policies, or any applicable statutes, ordinances, laws or regulations of any federal, state, or local authority; and claims arising in whole or in part from the alleged negligence of AMBT. If we reasonably determine that a claim might adversely affect AMBT, you will use counsel reasonably satisfactory to us to

defend each claim, you will not consent to the entry of a judgment or settle a claim without our prior written consent, and we may take control of the defense at our expense (and without limiting your indemnification obligations). This obligation shall survive termination of your Services with AMBT.

9. DISPUTE RESOLUTION

9.1. Dispute Resolution by Mandatory, Individual, and Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary: Most subscriber concerns can be resolved quickly and to the subscriber's satisfaction by contacting AMBT Customer Support by dialing 611 from your AMBT Device or calling toll-free at 1.866.488.8719. In the unlikely event that the Customer Support is unable to resolve a complaint you may have to your satisfaction (or if AMBT has not been able to resolve a Dispute it has with you after attempting to do so informally), we each agree to resolve those Disputes through binding arbitration or small claims court, instead of courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Each party will bear the cost of preparing and prosecuting its case. AMBT will be responsible for all costs of arbitration for non-frivolous claims that do not exceed $25,000, so long as you follow the notice procedures set forth in Section 9.1(C). Moreover, you are entitled to recover attorneys' fees from AMBT to at the same extent as you would be in court.

Notwithstanding the foregoing, you maintain your right to file a complaint with the Federal Communications Commission (FCC), your state's Public Service Commission, or any other federal or state government that may, if permitted by law, seek relief against us on your behalf.

Arbitration Agreement

A. Mandatory, Individual, and Binding Arbitration. You and AMBT agree that any Dispute, as defined below, arising out of or relating in any way to your use of the Services, or to any other products or services sold or distributed by AMBT, including any Dispute or claim as to the scope or applicability of this agreement to arbitrate, shall be resolved only by final and binding, individual arbitration between You and AMBT, except that: (1) you may assert claims in small claims court on an individual basis if your claims qualify; and (2) this agreement to arbitrate does not include your or our right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to Section 9.2, to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Agreement and govern all questions as to whether a Dispute is subject to arbitration. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement.

B. Dispute. The term "Dispute" shall include any Dispute, claim, or controversy between you and AMBT, including our employees, agents, affiliates, and other representatives, regarding or relating to any aspect of your relationship with AMBT, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes, but is not limited to, any and all claims between you and AMBT in any way related to or concerning this Agreement or our Services, including, but not

limited to, Devices, coverage, privacy, billing and charges, and advertising relating to telephone calls or other communications that you claim were received by you from AMBT or a party acting on AMBT' behalf. The term "Dispute" excludes claims concerning the unauthorized resale, export, alteration, or tampering of your AMBT Device. The term "Dispute" is to be given the broadest possible meaning that will be enforced and includes Disputes that arise after the Services or this Agreement are terminated, Disputes that arose before the existence of this or any prior Agreement, and Disputes that are currently the subject of putative class action litigation in which you are not a member of a certified class.

C. Pre-Arbitration Dispute Notice. Before initiating an arbitration, you and AMBT each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) sufficient information to identify your account, including the name of the account and mobile telephone number at issue; (b) a written description of the problem and relevant documents and supporting information; and (c) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to AMBT, Attn. Executive Escalations, 1480 Ford Street, Maumee, OH 43537 (the "Notice Address"), or (2) emailed to enroll@americanassistance.com. AMBT will provide a Notice of Dispute to you via the mailing address, email address, or phone number associated with your AMBT account. If you and AMBT are unable to reach an agreement to resolve the Dispute within 60 days after the notice is received, you or AMBT may commence an arbitration proceeding. The 60-day pre-arbitration notice period begins to run only after a complete notice is received. Moreover, unless prohibited by law, you must commence any legal action (by filing a lawsuit in small claims court or by filing a demand for arbitration), within two years of the date of the event or facts giving rise to the Dispute or you waive the right to pursue that claim. This contractual limitations period is tolled during the pre-arbitration notice period. You agree to pay the full amount reflected on any account statement, even while a Dispute is being resolved.

D. Arbitration Process and Procedure

i. All Disputes shall be determined by binding arbitration: (1) administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the then-current JAMS Streamlined Arbitration Rules & Procedures effective June 1, 2021 (the "JAMS Rules"), and as modified by this agreement to arbitrate; (2) conducted by a single, neutral arbitrator; and (3) conducted telephonically, unless an in-person hearing is agreed to by you and AMBT, which, in such case, shall take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

ii. Disputes may also be referred to another arbitration organization if you and AMBT agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 1, et seq.).

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

iv. You understand and agree that by entering into this agreement, you and AMBT are each waiving the right to a trial by jury and the right to participate in a class action for any Dispute covered by this agreement.

v. The JAMS Rules are available on its website at www.jamsadr.com/rules-streamlined-arbitration. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and AMBT each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that the arbitrator is bound by and cannot modify the terms of this Agreement and a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

vi. To commence an arbitration, a Demand for Arbitration is required to be executed and served on AMBT. Service of the Demand for Arbitration on AMBT can be mailed to the Notice Address pursuant to the

instructions provided by JAMS to submit a Dispute for arbitration. Service of the Demand for Arbitration on you will be sent to you via the mailing address or email address associated with your AMBT account. Further instructions on submitting a Demand for Arbitration can be found at www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf.

E. WAIVER OF CLASS OR CONSOLIDATED ACTIONS. You and AMBT agree to resolve any Dispute in an individual capacity, and not on behalf of, or as part of, any purported class, collective, consolidated, or representative proceeding, including, without limitation, as a representative member of a class or in a private attorney general capacity. Further, unless both you and AMBT expressly agree otherwise, the arbitrator may not consolidate more than one person's claim and cannot preside over any class, consolidated, collective, or representative proceeding.

F. Arbitrator Selection. Arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both AMBT and you pursuant to the AAA Rules.

G. Arbitrator Award. An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusion on which the award is based. Except where prohibited by law, you and AMBT agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the Federal Arbitration Act, and judgment on the award may be entered in any court of competent jurisdiction. Neither you nor AMBT shall disclose the existence, contents, or results of any arbitration, except to the extent required by law or to enforce an award.

H. Costs and Fees. Each party will bear the cost of preparing and prosecuting its case. Notwithstanding the foregoing, so long as you comply with the notice procedures set forth in Section 9.1(C) and fully participate in the proceeding, AMBT will reimburse you for any filing fees and be responsible for administrative and arbitrator fees for non-frivolous claims that do not exceed $25,000. If the arbitrator determines that your claim was filed for purposes of harassment or is patently frivolous, the arbitrator will require you to reimburse AMBT for any filing, administrative, or arbitrator fees.

I. **Severability.** If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. If, however, if a court or arbitrator finds that the WAIVER OF CLASS OR CONSOLIDATED PROCEEDINGS is void or unenforceable for any reason or than an arbitration can proceed on a class basis, then the Arbitration Agreement shall be deemed null and void in its entirety.

J. **Survivability.** This Arbitration Agreement shall survive termination of this Agreement.

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

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

10. MISCELLANEOUS

10.1. Application of Tariffs

AMBT may elect or be required to file tariffs with the appropriate regulatory body in certain states setting forth the terms and rates for our delivery of certain Services. In the event we have filed a tariff with respect to any of the Services we provide you, the terms and rates set forth in the tariff (or any successor document in the event of de-tariffing) shall govern our delivery and your use of the Services subject to the tariff. Any such tariffs are hereby incorporated by reference and shall take precedence over any conflicting provision in this Agreement.

10.2. Consent to Receive Communications

AMBT may occasionally need to communicate with you about your Services. Except where opt-in consent or separate consent is required by law or regulation, you provide express or implied consent, by providing us with your contact information or by using our Services, for AMBT or our authorized agents or representatives to contact you using live, automated, or prerecorded messages to any landline, wireless, or facsimile telephone number, physical address, email address, application, or other means where you may be reached, for any and all purposes, including to inform you about our services, customer service-related information, commercial information about the products or services we offer, or other matters we believe may be of interest to you. You agree that we also have the consent to contact any authorized user on your account for Service or payment-related reasons. Some of these communications may result in charges to you. Except in circumstances, your consent to be contacted may be revoked at any time by any reasonable means. Please review our privacy policy, at https://www.americanassistance.com/wp-content/uploads/2025/06/privacy_policy.pdf. for additional information about how you may provide and revoke consent to receive communications.

10.3. Modifications to this Agreement

We may, at any time, modify any part of this Agreement; any other terms, conditions, and policies; our rates, fees, and charges; our Service Plans, features, and products; and our coverage areas, Underlying Carrier, and provisioning technology. We will provide you with advanced notice of any modifications that have a material adverse impact on you or your use of the Services (other than changes to governmental fees, proportional charges for governmental mandates, and administrative charges). We may provide you with notice of any other modifications, as described in Section 10.2 (Notices) or as otherwise required by any applicable law, regulation, or order. If any regulatory body or a court of competent jurisdiction, issues a law, regulation, rule, or order that has the effect of materially increasing the cost to provide the Services 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 the Regulatory Requirement and otherwise as is necessary to comply with the Regulatory Requirement. Material adverse modifications become effective thirty (30) days after we deliver notice to you or as otherwise specified in the notice. All other modifications become effective when posted on the AMBT website, www.americanassistance.com, or as specified in any notice. If you continue to access, use, or purchase AMBT Services on or after the effective date of such modifications, you accept those modifications. Neither the course of conduct between you and AMBT nor common trade practice will act to modify any provision of this agreement.

10.4. Notices

We or our authorized agents may use any of the following methods to provide you with notices: correspondence to any physical address or e-mail addresses you have provided us; live or prerecorded calls, voice messages, or text messages delivered to your Device or any other phone number you have provided us; prerecorded messages when you attempt to place a call; in-app messages or push notifications; posting on our website; or by any other means AMBT deems practicable. You are responsible for updating your contact information with us when it changes. Notices are treated as delivered when you accept a call; when delivered

to your voicemail service, text messaging service, email account, or Device; when posted on our website or in an application; and three (3) days after mailed to your last known billing address. Except as otherwise provided in this agreement, you must provide us notice by calling or sending correspondence to us using the contact information provided in Section 11.

10.5. No Third-Party Beneficiaries

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

10.6. Assignment

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

10.7. Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations hereunder (excluding any payment obligations) if and to the extent that such default or delay arises out of causes beyond their reasonable control, including, without limitation, acts of God, including weather-related phenomenon, earthquakes, and floods; fires; acts of war or terrorism; civil disorders, including riots, rebellions, and insurrections; labor disputes, including strikes, lockouts, and work stoppages; medical emergencies, including pandemics and quarantine restrictions; network problems, including cable cuts, power outages, network failures, and computers viruses; and any other catastrophes, national emergencies, or government orders or acts. The time for any performance required hereunder shall be extended by the delay incurred as a result of such force majeure event, and if either party is unable to perform as a result of such event, it shall act with diligence to correct or mitigate such event.

10.8. Enforcement and Waiver

AMBT has the right, but not the obligation to, monitor, investigate, restrict, enforce, bring civil litigation, press charges, or engage in any other self-help regarding any actual, attempted, or suspected violation of this Agreement. AMBT will determine, in its sole discretion, whether you violated or attempted to violate any of the provisions of this Agreement, including the Acceptable Use Policy. If we determine or suspect that you violated or attempted to violate this Agreement, we may terminate, suspend, modify, or limit your Services, as described in Section 7. Additionally, we may report actual or suspected criminal offences to appropriate law enforcement authorities. AMBT will cooperate with law enforcement investigations where criminal activity is suspected, and you agree to cooperate with any such investigations. Any waiver of or failure to enforce any provision or prohibition in this Agreement in one instance shall not be construed as a waiver of any provision or right in another instance.

10.9. Survivability

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

10.10. Severability

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

10.11. Headings

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

10.12. Language

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

10.13. Integration

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

10.14. Order of Precedence

Unless expressly provided otherwise, in the event of conflict among the documents comprising this Agreement, the order of priority shall be: (i) any publicly filed tariff governing the Services (or a successor document in the event of detariffing); (ii) this Agreement; and (iii) any other agreements incorporated by reference. For AMBT Lifeline subscribers, if there is a direct conflict between any general provision and provisions relating to the Lifeline services, including those specified in Section 1 (Federal Lifeline Program), Section 12 (California LifeLine Program Supplemental Terms and Conditions), and Section 13 (Other State-Specific Provisions), the provisions relating to the Lifeline services will prevail over any other provisions, but only with respect to the direct conflict of such provisions.

11. CUSTOMER SERVICE CONTACT INFORMATION

If you have any questions, concerns, comments, or complaints regarding your Services, your bill, or this Agreement, please contact AMBT Customer Service using the following information:

Email: enroll@americanassistance.com

Phone: 1.877.266.7212 or 611 from your AMBT Device during normal business hours: Monday through Friday, 8AM-11PM EST and Saturday, 10AM-6PM EST (Closed on Sunday).

Mail: AMBT, Attn.: Customer Service, 1480 Ford Street, Maumee, OH 43537

12. CALIFORNIA LIFELINE PROGRAM SUPPLEMENTAL TERMS AND CONDITIONS

For California Residents only: AMBT has been approved by the California Public Utilities Commission as a California LifeLine Program provider. The California Lifeline Program is administered by the California Public Utility Commission (“CPUC”) and its designee, the California Lifeline Administrator. The California LifeLine

Program provides discounts on Service to eligible California households using funds from California ratepayers. These Terms and Conditions for the California LifeLine Program apply to AMBT customers who subscribe to the California LifeLine service provided by us. They are supplemental and in addition to AMBT' generally-applicable terms and conditions of service; all applicable terms and conditions of service provided in this Agreement apply to our California LifeLine service. If there is a discrepancy between these supplemental terms and conditions and those set out in other parts of this Agreement as they pertain to AMBT' California LifeLine Service, the supplemental terms and conditions supersede. The California LifeLine Program is subject to all applicable California and federal laws.

Effective February 1, 2026, California LifeLine and federal Lifeline require two separate enrollment processes. These programs work together to help eligible customers lower the cost of their phone service, but each has its own eligibility and enrollment requirements.

12.1. Eligibility and Enrollment

1. Eligibility. Only eligible consumers may enroll in the California Lifeline Program to receive a California Lifeline discount. Current eligibility requirements can be found online at www.cpuc.ca.gov/lifeline and www.californialifeline.com/en/eligibility_requirements.
2. Separate California and Federal Lifeline Enrollment. Effective February 1, 2026, California LifeLine and federal Lifeline require two separate enrollment processes. California LifeLine is administered by the California Public Utilities Commission (CPUC), and federal Lifeline is overseen by the Federal Communications Commission (FCC). New applicants seeking benefits from both programs must separately complete each program's enrollment process and meet its eligibility requirements. Enrollment in one program does not automatically enroll you in the other. Customers already enrolled in both programs do not need to re-enroll solely because of this change and will retain their discounts until their annual renewal is requested. At renewal, customers must complete the renewal process separately for each program to maintain both benefits. This change affects enrollment and renewal procedures, not the discount amounts available to eligible customers. For information and application instructions, visit www.californialifeline.com for California LifeLine and www.lifelinesupport.org for federal Lifeline, or contact American Assistance at 1-877-266-7212 for assistance.
3. One Per Household. The California Lifeline discount is limited to one per household, which may be applied to either landline or wireless service. A "household" is defined as any individual or group of individuals who live together at the same residential address as one economic unit. An "economic unit" is defined as "all adult individuals contributing to and sharing in the income and expenses of a household." Households that violate this requirement will lose their discounts. Your California Lifeline discount is personal to you and cannot be transferred to any third party, including any rights or benefits received as a result of the discount. You can transfer your California LifeLine discount from one provider to another so long as your household does not have more than one California LifeLine discount. If you choose to transfer your California LifeLine discount to another provider, you may be charged the retail rates.
4. Deaf and Disabled Telecommunications Program Participants and Teletypewriter Users. AMBT will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.
5. 30-Day Enrollment Request Waiting Period. When you submit an enrollment request to receive the California LifeLine discounts for mobile wireless service you have to wait up to thirty (30) days to submit another enrollment request. You are prohibited from having multiple enrollment requests for the California LifeLine discount for mobile wireless service pending at the same time. The 30-day waiting period ends at the earlier of: (1) the California LifeLine Administrator sends the final eligibility decision, (2) the enrollment request is cancelled, or (3) the 30 days have passed since the enrollment request. After the 30-day clock stops, you may then submit another enrollment request for the California LifeLine

discounts, as applicable. You can independently cancel an enrollment request by contacting the California LifeLine Administrator by phone at 877-858-7463 or going to Check Your Status at www.californialifeline.com. AMBT can also cancel enrollment requests.

6. Approval. AMBT will seek approval of all California Lifeline applications with the California LifeLine Administrator. AMBT will provide California LifeLine applicants will service on a promotional basis while the enrollment request is pending. The Company will not seek reimbursement for a California LifeLine service applicant until and unless the applicant is approved for California LifeLine services by the California LifeLine Administrator and the applicant successfully completes the LifeLine service activation process. When AMBT receives an approval notification and eligibility verification from the California LifeLine Administrator, it will notify the applicant of the approval and eligibility verification and ship a Device to the approved applicant. When the approved applicant receives the Device, the applicant must activate the wireless Services. AMBT will provide instructions on how to use the Device, information regarding the California LifeLine program, AMBT terms and conditions, and how to contact AMBT Customer Services with the Device as part of our Welcome package.
7. Effective Date. The effective date of the California LifeLine benefits will be the later of the approval date and the service activation date. Lifeline benefits will be applied to the customer's account on the effective date.
8. Denials. If an 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.
9. Activation Charge. All AMBT California customers will be charged a $39.00 activation charge for our processing of the initial application paperwork and activation of the Device. Eligible California LifeLine subscribers may be eligible for a waiver of the activation fee, funded by the California LifeLine program and limited to no more than two wireless service activations (whether with AMBT or another wireless service provider) per household per continuous twelve-month period. Waivers can be applied when the California LifeLine participant: (i) establishes California LifeLine wireless telephone service for the first time; and (ii) switched from one California LifeLine telephone service provider, whether wireline or wireless, to a California LifeLine wireless telephone service provider. Eligibility for a waiver is subject to confirmation of eligibility by the California LifeLine program administrator. The activation charge will not be applied for Device upgrades or replacements.

12.2. General Terms and Conditions

1. Voice-Grade Connection. You are entitled to a voice-grade connection to the public switched telephone network or a successor network, which AMBT provides to its California LifeLine customers through its Underlying Carrier. If, at any time, you fail to receive a voice-grade connection and you notify AMBT, we will take steps to promptly restore the voice-grade connection. If it is not possible to restore the voice-grade connection, AMBT will offer you the option to receive telephone service provided using a different technology that AMBT is then offering in your area. If AMBT is not offering telephone service using an alternate technology in your area or if you prefer not to receive such alternative service, you may terminate the service within fourteen (14) days of service activation without incurring early termination fees. (AMBT does not charge early termination fees.) Additionally, if you terminate service within three (3) days of service activation, excluding national holidays, AMBT will provide a full refund of any applicable service connection charges and deposits. (AMBT does not collect service connection charges or deposits.)
2. Service Area. AMBT offers its California LifeLine customers the ability to send and receive domestic local and domestic long distance voice-grade calls within the nationwide coverage area of its Underlying Carrier and will not incur an additional per minute charge for domestic long distance calls.

3. Service Plans. AMBT will offer California LifeLine-eligible Service Plans on a pre-paid basis. American Broadband will not impose credit checks nor will it require any deposits or contractual commitments. As a California Lifeline customer, you may select from among our AMBT California LifeLine service plans based upon your expected usage per month. “Top Up” Plans with additional talk, text, and data allotments are available to supplement the Service Plan allotments. Unused Service Plan Allotments expire on the last day of your monthly cycle and will not carry over to the next monthly cycle unless specifically provided for by the Service Plan or “Top Up” Plan. Unless otherwise noted, Top-Up Allotments expire 30 days from activation and independently from monthly Service Plan Allotments. You are not required to purchase a bundled Service Plan with video, data, and/or other services to receive a California LifeLine discount. However, bundled Service Plans are available and you may choose to purchase such Service Plans for an additional fee. AMBT offers at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with video, data, or any other services. AMBT California LifeLine Service Plans are available online, at https://www.americanassistance.com/eligibility/.
4. California LifeLine Discount. AMBT will apply the applicable California LifeLine discount to each participant’s selected plan.
5. Non-Discrimination. AMBT will offer California Lifeline discounted services on a non-discriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. AMBT will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.
6. Contracts. AMBT offers its California LifeLine service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to AMBT’s retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.
7. Added Features and Enhanced Services. If AMBT adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed minimum standards set by the CPUC.
8. Use of Allotted Minutes. For Service Plans that do not have unlimited talk minute Allotments, AMBT will suspend a customer’s voice Service when all allotted minutes are used, except for calls to 911 emergency services and 611 customer service. For customers on Service Plans with unlimited voice minutes, AMBT reserves the right to suspend voice Service at the end of the customer’s billing cycle, after proper notice has been provided, if the customer has a high volume of talk minute usage.
9. Additional Voice Minutes. AMBT will allow participants to purchase additional talk minute Allotments at the lowest rate that is offered to its retail customers for comparable plans with similar services and/or features.
10. Form of Payment Fee. AMBT does not assess any additional fee on participants based upon the payment method participants use to pay their bills (e.g., cash, check, or some other form of payment).
11. Devices. As part of your California Lifeline service, American Broadband will provide California participants with a new Device free of charge. AMBT otherwise will offer all Devices to participants on the same basis as the Company’s retail customers. AMBT’s free California LifeLine Devices are not refurbished. AMBT Devices are designed to be activated on the networks of our Underlying Carrier and in other coverage areas that we may make available to you. Participants that choose to switch providers may be able to use their Devices with a provider utilizing the same underlying network technology. American Broadband representatives will assist you in determining your options at that time.
12. Refund of Service Connection Fee. AMBT California LifeLine customers can terminate their service at any time without penalty. AMBT does not charge early termination fees. If you cancel your AMBT Services within three (3) business days of activation, excluding national holidays, we will refund you in full for any

service connection fees. (AMBT does not charge service connection fees or collect deposits.)

13. Device Returns. AMBT will not assess a restocking fee to California LifeLine participants for Devices returned within three (3) days of service activation.

14. Operator Services. AMBT provides access to operator services for its California LifeLine customers commensurate to its retail customers.

15. Customer Service. AMBT California LifeLine customers are provided free, unlimited access to AMBT customer service, with representatives who are fluent in the same language in which AMBT originally marketed and sold its California LifeLine service, either by dialing 611 or by dialing the toll-free AMBT customer service number. At this time, AMBT only markets and sells California LifeLine service in English and therefore only provides English speaking customer service representatives. Customers can call for information about California LifeLine, service activation, service termination, repair services, and billing inquiries. Calls to AMBT customer service do not count against a California LifeLine customer's allotted voice minutes or number of calls.

16. Emergency Services (911/E-911). AMBT provides free, unlimited access to 911/E-911 emergency service calls and such calls do not utilize talk minute Allotments. In addition, 911/E-911 service is available for all activated handsets, regardless of whether a customer has available talk minutes.

17. California Relay Service (711). Through its Underlying Carrier, AMBT provides free, unlimited calls to the California Relay Service, via 711, for deaf or hearing-impaired persons or persons with speech disabilities. Calls to the 711 relay service for deaf or speech-impaired individuals will not utilize talk minute allotments, but the relayed call itself may utilize such allotments.

18. Directory Assistance (411). AMBT provides access to directory assistance for its California LifeLine customers via 411, free of charge. However, calls to 411 directory assistance use talk minute Allotments.

19. Public Safety N11s. All subscribers will have access to public safety N11s (211, 311, 511, 711, and 811). Subscribers to AMBT Service Plans with 1,000 or more talk minutes will receive free, unlimited access to these public safety N11s. Calls to these special service N11s will not utilize talk minute allotments or number of calls.

20. 900/976 Blocking. AMBT will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for charges related to 900/976 information services that were inadvertently or mistakenly incurred or incurred without authorization.

21. Toll-Free Services. AMBT provides its customers with free access to 800 and 800-like toll-free services, but such calls use talk minute allotments.

22. Toll-Blocking and Toll-control Services. AMBT offers its California LifeLine service on a pre-paid basis, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Additionally, AMBT provides uniform pricing for both local and domestic long-distance telephone calls. Incoming international calls and permitted outgoing international calls are billed at the same rate as domestic calls. All other outgoing international calls are blocked and will only work if a customer purchases a special International Long Distance calling card. The prepaid nature of the service and uniform local and long-distance pricing effectively serves as a toll-blocking service.

23. 911 or Other Emergency Service Location Accuracy and Reliability. 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 may affect the ability of 911 operators to identify your telephone number or the location from where you are calling, including, for example, your location when calling, whether your device is GPS-enabled, and the caliber of a local emergency provider's equipment. 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 ("E911"), when enabled by local emergency authorities, uses GPS technology to establish a caller's location, but is dependent on a number of factors, such as the abilities of the local emergency authorities, GPS capabilities of your handset, whether your GPS-enabled handset is turned on, and your handset's ability to obtain a GPS satellite signal. Even when available, E911 does not always provide accurate location information. For additional 911 information, review Section 5.9 (911 and Other Emergency Services).

24. Safety-Related Considerations with Wireless Service. Unlike traditional wireline phones, wireless Devices may be removed from the home. If a Device is the only phone in your home, residents will not have the ability to call 911 emergency services when the handset is removed from that location. Additionally, if your Device cannot acquire a signal due to poor mobile reception, you may not be able to complete 911 emergency calls. You also will not be able to contact 911 if your Device is not charged. In those instances, you should dial 911 from the nearest landline phone. 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. For additional 911 information, review Section 5.9 (911 and Other Emergency Services).

25. Potential Service Coverage and Service Quality Issues. Service is subject to transmission limitations caused by certain equipment and compatibility issues, as well as weather and atmospheric conditions, topography, and structures. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate. AMBT and our Underlying Carriers have backup power systems in place for systems and network components, in accordance with Federal and state requirements, but service may still be limited or unavailable in the event of a power outage if backup power is not available or is exhausted. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by our Underlying Carrier, or because of equipment modifications, upgrades, repairs, relocations, or other similar activities necessary or proper for the operation or improvement of our Underlying Carrier's wireless network. Neither AMBT, nor its Underlying Carrier, shall have any liability for service failures, outages, or limitations of Service. For additional service coverage and service quality information, review Sections 5.4 (Coverage) and 5.6 (Service Availability and Quality).

26. California LifeLine Participant Exemptions. The CPUC exempts California LifeLine participants from paying public purpose program surcharges, the CPUC user fee, federal excise tax, local franchise tax, and the California 911 tax associated with telephone service. AMBT will comply with this exemption. American Broadband will assess taxes, surcharges, user fees, federal excise taxes, local franchise taxes, and California 911 taxes only on the amount participants pay for their Services. Additionally, this exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.

27. 30-Day Notice. AMBT will provide its California LifeLine participants a 30-day notice in the event it withdraws from offering LifeLine Service in California.

28. California LifeLine Disaster Relief Protections. The following protections will become effective on the date announced by the California Public Utilities Commission's (CPUC) Communications Division in an administrative letter and will not apply before that date. Once effective, these protections will apply to eligible California LifeLine customers in qualifying areas when the Governor of California or the President of the United States declares a state of emergency in California, excluding drought-related emergencies, and the disaster disrupts or degrades utility service for more than 24 hours. In Los Angeles, San Diego, Orange, Riverside, San Bernardino,

Santa Clara, Alameda, Sacramento, Contra Costa, and Fresno counties, protections will apply to eligible ZIP codes identified in a CPUC administrative letter posted at www.cpuc.ca.gov. In other counties, protections will apply within the geographic area covered by the qualifying emergency declaration. During the applicable protection period, California LifeLine annual renewal requirements and the 30-day non-usage rule will be temporarily suspended, and AMBT will waive service activation, connection, and conversion fees for impacted California LifeLine subscribers, including applicable activation or connection charges for replacement phones. Protections will last at least 30 days, beginning upon activation or, in the listed counties, issuance of the CPUC's eligible ZIP code letter. If utility service remains disrupted or applicable evacuation or shelter-in-place orders remain in effect at the end of that period, protections will automatically continue until 30 days after service is restored and those orders are lifted. After protections end, the California LifeLine Administrator will resume the renewal process and provide applicable instructions, and the 30-day non-usage period will restart. These protections apply only to California LifeLine. Customers receiving federal Lifeline benefits must continue meeting federal recertification and service usage requirements unless the FCC separately waives those requirements. For assistance, contact American Assistance at 1-877-266-7212 or dial 611 from your American Assistance phone.

12.3. Questions, Concerns, Comments, and Complaints

If you have any questions, concerns, comments, or complaints regarding American Broadband's California LifeLine services, please contact AMBT at 1.877.266.7212. You may also contact the CPUC online at www.cpuc.ca.gov, over the phone by dialing 1-800-848-5580, or in writing to California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102.

13. OTHER STATE-SPECIFIC PROVISIONS

The additional terms provided below apply only to AMBT Lifeline subscribers who are residents of the specific states.

GEORGIA

While American Broadband & Telecommunications will offer its Lifeline services under the trade name "AMBT," all AMBT advertising and promotional materials, as well as enrollment and other subscriber forms (to the extent applicable), will reference and provide contact information for "American Broadband & Telecommunications."

Qualified applicants are eligible to receive a free cell phone and 350 free monthly minutes or text messages.

Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-282-5813.

ILLINOIS

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

MINNESOTA

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

MISSOURI

The entity providing Lifeline service is "AMBT," not "American Broadband & Telecommunications."

PENNSYLVANIA

Qualified participants in Pennsylvania are eligible to receive a free cell phone and at least 250 FREE monthly minutes and 250 FREE monthly text messages, which will renew automatically each month at no cost to the participant. Participants will also be able to apply the $9.25 Lifeline credit to any of AMBT's other Service Plans, available at https://www.americanassistance.com/eligibility/. All Service Plans offer access to 911, free voicemail, caller ID and call waiting, operator service and directory listings for publicly listed, domestic, landline telephone numbers and addresses (which may be for a fee of $1.75), and no annual contracts.

AMBT Lifeline subscribers may direct any unresolved questions or complaints regarding their Lifeline service to the Pennsylvania Public Utility Commission at:

Pennsylvania Public Utility Commission

Bureau of Consumer Services

P.O. Box 3265

Harrisburg, PA 17105-3265

(800) 692-7380