

## US Mobile, Inc. Terms & Conditions of Service

Updated: February 18, 2026

Your US Mobile Service is provided by US Mobile, Inc., including its affiliates, assigns and agents (“USM,” “we,” “us,” or “our”). These Terms and Conditions (“T&Cs”) are a contract under which we provide you Service. Your service Agreement with us includes: (i) these T&Cs, (ii) our Privacy Notice, (iii) our Acceptable Use Policy, (iv) our Mobile End User License Agreement, (v) any transaction materials that you sign or accept, (vi) any supplemental terms and conditions that may apply to any Service plan(s), Device(s) or other add-ons that you may purchase, (vii) any confirmation materials that we provide to you, (viii) any supplemental terms and conditions that we provide or make available to you, or (ix) any additional provisions linked to in any of the above material. In the event of a conflict between these T&Cs and any other materials that make up the Agreement, these T&Cs shall govern to resolve the conflict.

Please read these T&Cs carefully. They cover important information about the services we provide to you (“Service”); our privacy practices; any device, equipment and/or accessory for which we provide Services or which we may provide for use with our Service; any charges, taxes, fees, or other charges (“Charges”) that we may bill you.

**BY ACCEPTING THESE T&CS, YOU ARE AGREEING TO RESOLVE ANY DISPUTE WITH US THROUGH INDIVIDUAL BINDING ARBITRATION OR SMALL CLAIMS DISPUTE PROCEDURES, AND YOU ARE WAIVING YOUR RIGHTS TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.**

### 1. ACCEPTANCE

YOUR AGREEMENT WITH USM STARTS WHEN YOU ACCEPT. You accept your Agreement by doing any of the following: (i) giving us a written or electronic signature or telling us orally that you accept; (ii) activating Service; (iii) using your Service after you make a change or addition; or (iv) paying for the Service. **IF YOU DO NOT WANT TO ACCEPT, DO NOT DO ANY OF THESE THINGS.**

### 2. ACCOUNT ACCESS

You must create an account at [www.usmobile.com](http://www.usmobile.com) to purchase a plan and activate service. You are prohibited from creating and using false subscriber accounts to mask real identities. In addition, you are prohibited from creating multiple subscriber accounts to avoid USM's pricing, plans, discounts, or services. Any subscriber accounts without unique, accurate, and verifiable customer identity information are subject to immediate line suspension without refund or prior notice.

### 3. ACTIVATION AND ASSIGNED PHONE NUMBER

New plans must be activated within 90 days from the date of purchase, unless a shorter or longer period is offered as part of a promotion. We reserve the right to suspend or terminate any plan or service that is not activated within 90 days.

The mobile phone number we provide is for your use while you are a customer. If you cancel your service or your account is deactivated, we may give your mobile phone number to another customer without notice (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations). While we do not expect to change your mobile phone number, and such changes are rare, under certain circumstances, we may be required to change your mobile phone number; if we do so, however, we will notify you prior to any change.

#### 4. CHARGES, BILLING AND AUTOPAY

- 4.1. **General.** You agree to pay all charges for any Service, Plan, Feature, Device, or add-on that you purchase, including Charges made by any person you permit to have direct or indirect access to your Device even if you did not authorize its use. These include, but are not limited to, (i) charges for monthly, multi-month or annual Service; (ii) usage charges (if your plan includes metered usage); (iii) charges for features and add-ons; (iv) taxes, fees and other assessments imposed by the government that we are required to collect and remit to the government (to determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your street address; if you do not provide an address or it is outside our Service area, we will designate a PPU within the Service area for you and we may terminate your Service); (v) other fees and charges including activation, reactivation, prepayment, convenience payment, restocking, Device unlocking, SIM replacement, number change, express delivery, upgrade, program, or other fees, including specific transaction fees, relating to Services and Devices purchased from us and (vi) surcharges that we collect and retain from our customers that include, but are not limited to, Federal or State Universal Service fees, regulatory charges, administrative fees, and government taxes or fees imposed on gross receipts, sales and/or property that we incur in providing Services to our customers. Surcharges are not taxes, and we are not required by the government to collect them from you. We determine the rate of these charges, and the amounts are subject to change.
- 4.2. **Billing.** USM billing cycles are measured on 30-day monthly cycles. Any products, plans, deals, or references to multi-month plans are measured and sold with the same 30-day monthly cycles including but not limited to service duration, talk, text and data allotments. A "twelve month", "annual", or "yearly" plan will be equivalent to twelve 30-day monthly cycles. Lines must keep Autopay enabled with a valid credit card on file to be provisioned for each subsequent month of service. Porting out from USM immediately forfeits any remaining days in your billing cycle. If a multi-month plan is discontinued, USM will notify you in advance so that you may select another plan.
- 4.3. **AutoPay.** You must enroll in automatic credit card billing, automatic payment, or electronic funds transfer plan and you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt. You certify you are the owner of the payment method, authorize us to store this information, and authorize us to automatically charge the amount of your monthly Service(s) each month on the date indicated in your online Account. You agree to provide us with updated credit or debit card or bank account information when needed by logging into your online Account or reaching customer care

number available at <https://www.usmobile.com/about-us>. You acknowledge that, if your card-issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we're not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. **You can cancel your authorization for automatic credit-card billing, automatic payment, or electronic funds transfer by logging into your online Account or reaching customer care <https://www.usmobile.com/about-us>.** If you cancel automatic billing, you may lose certain promotions or discounts and your account will be canceled if you do not provide a new method.

- 4.4. **Recovery Fee.** In addition to the charges for your Service, USM may impose a separate Recovery Fee ("RF") on certain plans. The RF is based on a sliding scale and can vary based on the plan selected. The RF is a discretionary fee collected and retained by USM to help recover and defray certain costs, including: (i) Federal and state regulatory fees associated with Universal Service programs, the provision of telecommunications services for the sight and hearing impaired, local number portability, and North American Numbering Plan administration; and (ii) Administrative costs, fees and expenditures related to compliance with federal and state regulatory programs and annual FCC regulatory fee obligations; and (iii) State and local transaction tax and 911 fee obligations associated with the provision of telecommunications services. The RF is not a government tax, or government-imposed fee.
- 4.5. **Regulatory Activity.** The charges payable by you for Services, including, without limitation any amounts due with respect to any applicable Mobile Device(s), Protection Plan or other Service Add-ons, are as provided in your service plan and these Terms of Service. Except as expressly provided in these Terms of Service or your service plan, USM may increase any applicable charges upon at least thirty (30) days' prior written notice to you. All rates and charges are subject to change immediately if there is any Regulatory Activity. If any Regulatory Activity occurs, USM reserves the right, at any time with as much advance written notice as commercially reasonable and without liability to USM, to modify Services, charges, rates, promotions, terms and/or conditions of these Terms of Service to conform to such Regulatory Activity; or if such Regulatory Activity materially and adversely impairs the provision of Services, as determined by USM, terminate these Terms of Service.

## 5. REFUNDS

- 5.1. **General.** Subject to any applicable refund and/or return policies located on our website, you may cancel or we may terminate, suspend or adjust any Service. Except as required by applicable law and our Return Policy, you will not receive any refund of amounts paid by you to us in connection with any Service Plan. Refunds, if any, will be issued to the default payment method on file. For specific refund info, please see the Refund Policy located at [www.usmobile.com/legal](http://www.usmobile.com/legal).

5.2. **Activation Period.** Unless a shorter or longer timeframe is specified in a promotion or offer, most Service Plans must be activated within 90 days. USM reserves the right to suspend or terminate any plan or service that is not activated within the applicable activation period. No refunds will be issued if you fail to activate your Service within the activation period.

5.3. **Cancellation, Termination or Suspension of Service.** You may cancel or we may terminate, suspend or adjust (in accordance with these T&Cs, our Acceptable Use Policy and the terms of any promotion or offer), any Service Plan that you purchase from us at any time. Except as otherwise required by law or our Return or Refund Policy, you will not receive any refund of any prepaid amounts paid to us in connection with any such Service plan.

5.4. **Non-refundable purchases.** Snooze plans, Top Ups, SIM card purchases, Starter Kits, and any Services rendered in a prior or completed billing cycle.

## 6. SERVICE PLANS

6.1. **General.** Your Service will operate only after you have activated your Service plan within 90 days of purchase. Your account may be canceled for: (i) any violation of these T&Cs or the Acceptable Use Policy, or (ii) failure to renew your Plan for more than 90 days (which may also result in reassigning of your number if it has not been ported out).

6.2. **Messaging.** Your Service plan includes the ability to send and receive text (SMS), pictures or video (MMS), and/or Advanced Messaging (RCS) chat messages (collectively “Messages”). Apps that use other messaging protocols and over the top third-party messaging apps may incur data charges. USM does not guarantee delivery of Messages. Advanced Messaging will not work if messaging or data has been blocked on your line. Maximum limits on group message size apply depending on device mix and capabilities. Some elements of Messages may not be accessible, viewable, or heard due to limitations on certain wireless devices. USM reserves the right to change the Message size limit at any time without notification.

6.3. **Data Usage and Plans.** Data usage is rounded up to the next full kilobyte increment at the end of each data session. Your mobile wireless data service usage includes, among other things, text, web browsing, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. All data purchased through a USM Service plan will expire immediately upon termination of your USM Service plan for any reason.

Our pooled data plans allow you to share a set amount of data across multiple devices and networks, for an additional fee. If you are subscribed to a USM unlimited data plan, you agree that “unlimited” means you pay a single monthly flat rate for wireless data service regardless of how much data you use. You further agree that “unlimited” does not mean that wireless data will be transmitted at any particular speed or that you can use USM’s wireless data service in any way that you choose or for any purpose that is prohibited under the Acceptable Use Policy. If you use your data plan in any manner that is prohibited, USM can limit, restrict, suspend or terminate your data service. USM may also reduce your data throughput speeds at any time based on the terms of your data

plan, which may include times when your usage exceeds an applicable, identified data usage threshold during any monthly service period. Reduced data throughput speeds mean you may experience reduced data speeds and increased latency, which may cause websites to load more slowly and affect the performance of data-heavy activities such as video streaming. Reduced data throughput speeds apply when using data services at times and in areas experiencing network congestion compared to other customers using the same cell site. Standard speeds will resume once the cell site is no longer congested or when your data session moves to an uncongested cell site, and speeds will no longer be reduced during periods of network congestion at the start of your next monthly service period, unless your usage again exceeds an applicable, identified data usage threshold for that next monthly service period. There are no mobile network-related speed reductions if you use Wi-Fi, and Wi-Fi data usage does not count against a monthly data usage threshold for wireless data service.

- 6.4. **Multi-Network Add-On.** The primary and Multi-Network add-on lines must all be installed on the same device. Once activated, you may not switch the primary and Multi-Network add-on lines. The Multi-Network add-on lines must always be on a different network than the primary line. After activation, you can only perform a Network Transfer to a network that none of the existing lines are currently active on.

Each Multi-Network add-on line will be throttled once the combined data usage across primary and Multi-Network add-on line(s) is 100 GB on Unlimited Premium and 70 GB on Unlimited Starter; hotspot on each Multi-Network add-on line may be capped once combined hotspot usage across both the primary and Multi-Network add-on line(s) reaches 50 GB of usage on Unlimited Premium and 10 GB on Unlimited Starter.

International calling and roaming features that are included for free on the primary line are also included on the Multi-Network add-on line(s), with usage shared across the lines.

- 6.5. **Permissible and Prohibited Uses.** Unless you are a business customer who has purchased a business plan, your USM Service is intended only for personal activities, and not for commercial or business use, on your Device. Unless international voice or data roaming is purchased, primary use of your Service must occur in the U.S. Certain uses, including for example, tethering your Device to a personal computer or other hardware may be permitted under your data plan, but are also subject to the Acceptable Use Policy. Examples of prohibited uses can be found in Sections 12 and 14 and in our Acceptable Use Policy.

## 7. SERVICE AVAILABILITY; NETWORK COVERAGE AND MANAGEMENT

Speeds and Service are not guaranteed and outage and interruptions in Service may occur. Speeds and Service vary based on factors outside of USM's control, including but not limited to network congestion, cell tower performance, device performance, and weather. You agree we are not liable for problems relating to service availability or quality.

All usage remains subject to our Acceptable Use Policy, and excessive or abusive usage that negatively impacts network performance, including repeated or excessive speed tests, may result in throttling, capping, or termination of service at our discretion.

Any advertising referencing phrasing including but not limited to "never slows down", "no slowdowns", "no speed limits" strictly refers to the fact that USM will not intentionally place a throttle on lines using more than 100 GBs of regular data (except for hotspot; please see hotspot policy below) as long as they are in compliance with the Acceptable and Reasonable use policies. USM does not guarantee that speeds will not vary due to other factors.

## **8. INTERNATIONAL LONG DISTANCE ("ILD")**

We provide the ability for lines on certain plans to call select international destinations. The list of supported international destinations may change at any time without notice. Calling to certain destinations may be blocked or capped to a limited number of minutes. ILD may be terminated partially or altogether at any time without notice. We reserve the right to charge additional fees to enable ILD on any plan. Fair Usage applies to ILD Calling. For more information, please see our ILD Terms and Conditions at [www.usmobile.com/legal](http://www.usmobile.com/legal).

ILD calling is offered via a third-party vendor, NetworkIP. By agreeing to our Terms and Conditions, you are also agreeing to NetworkIP's additional terms outlined in Appendix A.

## **9. ROAMING**

You are "roaming" whenever your wireless device connects to a network outside your coverage area or connects to another carrier's network, which could happen even within your coverage area. Your data service may be limited or slowed when roaming. Excessive roaming, whether domestically or internationally, may result in suspension or limitation of your Services. For additional international terms, please visit [www.usmobile.com/international](http://www.usmobile.com/international).

## **10. TAXES, FEES AND SURCHARGES**

You are responsible for, and shall pay all taxes, fees and surcharges set forth in connection with your Service account. Such Taxes, Fees and Surcharges will be included in your Service account Charges (i) at the time you order the Service and (ii) each time there are any further Charges to your Service account. Payment of Taxes, Fees and Surcharges is in addition to payment for the Service and will be billed to your debit or credit card.

## **11. DISPUTE RESOLUTION/INDIVIDUAL BINDING ARBITRATION AGREEMENT**

**YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION. NEITHER YOU NOR ANY OTHER CUSTOMER CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING AGAINST USM.**

### **11.1. Claims Subject to Arbitration**

You and USM agree to arbitrate all disputes and claims between us that arise out of, relate to, or are associated with the Services, the Sites, or USM. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that arose either before or during this or any prior agreement, or that may arise after termination of these T&Cs, including claims and disputes concerning the T&Cs, our Services, our privacy notice, our privacy or data security practices, marketing practices, or claims involving the security, transfer, or use of data about you. It also includes claims under any state, federal or local law, unless expressly prohibited. By agreeing to resolve disputes through arbitration, you and USM each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action. In addition, you may bring any issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

## 11.2. Pre-Arbitration Notice and Informal Settlement Conference

- 11.2.1. If either of us intends to seek arbitration under this agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 60 days in advance of initiating the arbitration. Notice to USM should be sent to [legal@usmobile.com](mailto:legal@usmobile.com) or mailed to: US Mobile, Inc., Attn: Legal/Notice of Dispute, 295 Madison Ave, 6<sup>th</sup> Floor, New York, NY 10017 (the "Notice"). The Notice must include enough information to allow us to identify your account as well as to assess and attempt to resolve your claim, including the name of the account holder, the mobile telephone number at issue, a description of the claim, the specific facts supporting the claim, the damages you claim to have suffered, and the relief you are seeking. The Notice requirement is designed to allow USM to make a fair, fact-based offer of settlement if we choose to do so. You cannot proceed to arbitration unless you provide this information. **You and we agree that neither of us may commence any arbitration or court proceeding unless we are unable to resolve the claim(s) within 60 days after receipt of the Notice of Dispute, provided the party who sent the Notice of Dispute has made a good faith effort to resolve the claim during that time.** The sufficiency of this Notice is an issue to be decided by a court prior to the filing of any demand for arbitration. You may choose to be represented by an attorney or other person as part of this process, but if you do you must submit a letter authorizing us to discuss your account information with this attorney or other person.
- 11.2.2. During the 60-day pre-arbitration notice period, either you or USM may request an individualized discussion (by phone call or video-conference) regarding settlement ("Informal Settlement Conference"). You and USM must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and a USM representative must personally participate, unless otherwise agreed in writing. Your and USM's lawyers (if any) also can participate. Any applicable statute of limitations or contractual limitations period will be tolled for the claims and requested relief in the Notice during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that the complete Notice (and Authentication and Consent,

if required) is received by the other party, and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

11.2.3. We may, but are not obligated to, make a written settlement offer any time before the arbitration hearing. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim.

### **11.3. Commencing Arbitration**

An arbitration may be commenced only if you and USM do not reach an agreement to resolve the claim during the Informal Resolution Period. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement for its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. A court will have the power to enforce this Section 11.3, including the power to enjoin the filing or prosecution of arbitrations without you or USM first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. To avoid doubt, these requirements are not waived if the parties do not hold a timely Informal Settlement Conference.

### **11.4. Arbitration Procedure**

11.4.1. The arbitration will be governed by the operative Comprehensive Dispute Resolution Rules and Procedure ("NAM Rules") of National Arbitration and Mediation ("NAM"), as modified by the provisions of these T&Cs, and will be administered by NAM (however, if NAM is unavailable or unwilling to administer arbitrations consistent with this arbitration agreement, another arbitration administrator shall be selected by the parties or, if the parties cannot agree on a provider, by the court). The NAM Rules and fee information are available from NAM online at [www.namadr.com](http://www.namadr.com) (<http://www.namadr.com>).

11.4.2. The arbitrator shall be a lawyer with at least 10 years of litigation experience or a retired judge. The parties agree to and are bound by the terms of this arbitration agreement. All issues are for the arbitrator to decide, except that a court must decide issues relating to whether claims can or must be arbitrated, as well as other issues that this arbitration agreement specifies that a court shall decide.

11.4.3. If your claim is for \$5,000 or less, you or we may elect for the arbitration to be conducted solely based on documents submitted to the arbitrator as set forth in the NAM Rules. If your claim exceeds \$5,000, any hearings will take place virtually unless the parties agree otherwise, or the arbitrator determines that an in-person hearing is necessary. Any in-person arbitration shall take place at a location that the parties or NAM selects in the state of your primary residence.

11.4.4. During the arbitration, the amount of any settlement offers must not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which you or USM is entitled.

11.4.5. Unless otherwise agreed by the parties or ordered by the arbitrator, the parties agree to the discovery process as follows: no depositions and limited to the exchange of documents and 10 written interrogatories. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator can award the same damages and relief that a court can award under applicable law.

### **11.5. Arbitration Fees**

The NAM Rules will govern the payment of all fees unless applicable law requires a different allocation of fees for this arbitration agreement to be enforceable.

If you are unable to pay your share of the NAM fees, and you file an affidavit with NAM evidencing a gross monthly income of less than 300% of the federal poverty lines, or other circumstances demonstrating an inability to pay your fees, USM will pay such costs, so long as you have fully complied with the requirements in Section 11.2. Provided, however, that USM may be entitled to recover any share of the fees it has paid on your behalf if the arbitrator determines that your claim(s) were frivolous or brought for an improper purpose or asserted in bad faith.

This Section 11.5 does not apply to fees related to Mass Arbitration, which are covered in 11.6.

### **11.6. Mass Arbitration**

11.6.1. To increase the efficiency of administration and resolution of arbitrations, you and we agree that if there are twenty-five (25) or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, the parties agree to resolve the claims in staged proceedings. All parties agree that arbitration demands are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario, raise the same or similar legal issues, and seek the same or similar relief.

11.6.2. In the first stage, claimants’ counsel and USM will each select 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. If feasible, the arbitrators will be from the respective claimants’ home states. If there are fewer than 50 cases, all will be filed in arbitration. In the meantime, no other cases may be filed or proceed in arbitration. You agree to this process even though it may delay the arbitration of your claim. Arbitration awards shall have no precedential effect on subsequently administered stages.

11.6.3. The arbitrators are encouraged to resolve the cases as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases,

and USM will pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators, followed by mediation.

11.6.4. If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected by NAM, unless the parties agree otherwise. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

11.6.5. Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with NAM regarding the amount or timing of NAM fees.

11.6.6. You and we agree to cooperate in good faith with NAM to implement any steps to minimize the time and costs of arbitration, which may include: (i) increasing or decreasing the number of cases in each stage based on the total arbitration demands filed; (ii) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; or (iii) the adoption of an expedited calendar of the arbitration proceedings.

11.6.7. If this subsection applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, including by enjoining the mass filing, or the prosecution or administration of arbitrations.

11.6.8. This subsection and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this subsection is not enforceable, then the cases may be filed in arbitration and shall proceed in accordance with the NAM Rules. This provision shall not be interpreted as authorizing a class, collective, or mass arbitration or action of any kind or arbitration involving joint or consolidated claims under any circumstances except as expressly outlined in this provision.

#### **11.7. Future Changes to Arbitration Agreement**

Notwithstanding any provision in these T&Cs to the contrary, you and USM agree that if USM makes any change to this arbitration provision during the period of time that you are receiving the Services or using the Sites (other than a change to the Notice Email Address), you may reject that change by providing USM with written notice within 14 days of the change to the Notice Address and require USM to adhere to the language in this arbitration agreement. By

rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration agreement.

#### **11.8. Opting Out**

You have two options to opt out: via email to [legal@usmobile.com](mailto:legal@usmobile.com) or mail to USM Inc., Attn: Legal/Arbitration Agreement Opt Out, 295 Madison Ave, 6th Floor, New York, NY 10017. Include your name, address, phone number(s), email address, and a statement signed by you that you wish to opt out of the arbitration provision. Include your name, address, phone number(s), email address, and a statement signed by you that you wish to opt out of the arbitration provision. This is the only way to opt out of this arbitration agreement. Opting out will not affect any other aspect of the Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

#### **11.9. Small Claims Court**

Despite this arbitration provision, either you or USM may bring an action seeking only individualized relief in a local small claims court rather than through arbitration so long as the matter remains in small claims court and is not removed or appealed to a court of general jurisdiction. If a party has already submitted an arbitration demand to the arbitration provider and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Nothing in this Agreement prevents you from bringing issues to the attention of federal, state or local agencies, including, for example, the FCC. Those agencies can, if the law allows, seek relief against USM on your behalf.

#### **11.10. Miscellaneous**

This Agreement evinces a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. If any provision of this arbitration agreement is determined to be unenforceable, that provision should be severed, and the rest of this arbitration agreement shall be enforced. This arbitration agreement is the complete agreement between you and USM regarding the arbitration of disputes. This arbitration agreement supersedes any prior or contemporaneous oral or written understandings on the subject except for claims covered by a prior arbitration agreement that are part of pending litigation or arbitration. Finally, you or USM may, at the court's discretion, recover attorneys' fees and other expenses from the other party if (i) you or USM file a lawsuit in court and the non-filing party must enter an appearance and file a motion to compel or any other papers in court to enforce this arbitration agreement; and (ii) the court determines that the party's insistence on the

judicial forum was objectively groundless. **This arbitration provision will survive termination of this Agreement.**

## **12. MISUSE OF SERVICE OR DEVICE**

You agree to use USM Service for personal use only and not for commercial and/or business uses or any other prohibited purposes including any purposes that we determine in our sole discretion may compromise network security or capacity, degrade network performance, hinder other customers' access to the network, or otherwise adversely impact network service levels or legitimate data flows. USM Service plans may only be used for the following purposes: (i) personal voice calls between two individuals; (ii) text and picture messaging; and (iii) Internet browsing and ordinary content downloads. You agree not to misuse the Service or Device, including but not limited to: (i) commercial and/or business uses or purposes; (ii) reselling or rebilling our Service; (iii) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (iv) using the Service as a substitute or backup for private lines or dedicated data connections; (v) using the Service for continuous, mobile to mobile or mobile to landline voice calls; (vi) using the Service for automated text or picture messaging to another mobile device or email address; (vii) uploading, downloading or streaming of continuous video or audio; (viii) tampering with or modifying your Device; "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (ix) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, voice or SMS relay, or peer-to-peer (P2P) file-sharing; (x) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, USM's or another entity's network or systems; (xi) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g., using a Service plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); (xii) using the Service to relay voice calls or text and picture messages not originated from the Device; or (xiii) assisting or facilitating anyone else in any of the above activities. You agree that you will not install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. Our Services may not be used for monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, relay services, interconnection to other networks, telemarketing activity, autodialed calls or robocalls, or in any other manner that we determine, in our sole discretion, conflicts with applicable law, and/or may compromise network security or capacity.

## **13. OUR RIGHTS TO MAKE CHANGES TO THE AGREEMENT**

We may add, modify, or delete any terms, conditions, rates, or fees for any USM Service at any time. We will provide you with notice of changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any incorporated documents) by email, online Account message, text or other message, posting on

the website for your USM Service, mail, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. If we notify you of a materially adverse change concerning a USM Service during your Service, and if you don't accept the change, you must immediately cancel the USM Service. Your continued use or payment for USM Services after the effective date of the change means you have accepted the change.

## **14. OUR RIGHTS TO LIMIT OR END SERVICE**

### **14.1. Reasons Why We Might Limit or End Service**

USM can take any action(s) necessary to protect the USM wireless network, ensure compliance with this Agreement and prevent and/or stop Prohibited Network Uses. USM may also change, reduce, interrupt, suspend, limit or cancel your Wireless Service or terminate your Agreement without advance notice for any reason, including, but not limited to the following actions by you or any user of your Device or on your Account:

- misconduct described by the Acceptable Use Policy;
- living or predominantly using Wireless Service outside of the USM, and/or USM vendor/affiliate, owned and operated domestic network coverage area;
- exceeding our off-net roaming usage allowances;
- engaging or attempting to engage in Prohibited Network Uses;
- any actions that breach any provision of this Agreement.

If you lose your eligibility for a particular Wireless Service, we may modify, remove, or change your Wireless Service to one for which you qualify. If we determine that you are using your Device without the correct rate plan, we reserve the right to switch you to the required rate plan and charge you the appropriate monthly charges and fees. If we change your rate plan, you may change to another eligible rate plan. We may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the limited availability of wireless bandwidth and spectrum. We may reduce your data throughput speeds at any time or place according to your rate plan.

We can also, without notice, limit, suspend, or end your Service or this Agreement if you, any user of your device, or anyone using your Account: (i) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (ii) interfere with our operations; (iii) "spam," or engage in other abusive messaging or calling; (iv) modify your device from its manufacturer's specifications; (v) use your Service in a way that negatively affects our network or other customers, such as by persistently using excessive amounts of data in ways that negatively impact our ability to service other members or in ways that defy normal and reasonable usage patterns; (vi) abuse or game our Service or promotions for any fraudulent or improper purpose; or (vii) use of our Service to provide internet connectivity for the primary purpose of crypto-mining.

We can also temporarily limit your Service for any operational or governmental reason.

### **14.2. No Guarantee of Future Service**

In the event that USM terminates your service for any reason in Section 14.1, the Acceptable Use Policy, these T&Cs, or otherwise, USM reserves the right to block your device from our network or prohibit you from using a new USM account, line or Plan.

## **15. CONTENT**

WE ARE NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT AND WE ARE NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OTHER INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. USM, its service providers, and its suppliers—in providing information, services, applications, content, or products—do not underwrite, or assume your risk in any manner whatsoever. You agree that your use of third-party information, applications, services, content, or products is at your own risk, for which we're neither responsible nor warrant their safety, quality, or appropriateness and we do not provide customer service, repairs, or other support.

Third-party content or service providers may impose additional charges. Any information you provide to third parties is governed by their policies or terms. Some services give you the ability to access, view, listen to, interact with, record, and/or store third-party audio and visual content ("Third-Party Content"). You understand that we don't guarantee the access to or availability of any particular Third-Party Content, or the length of time any particular Third-Party Content may remain available. You also understand that Third-Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws.

Third-Party Content may among other things be offensive, indecent, violent, pornographic, inappropriate, false and misleading, inaccurate, unreliable, and unsuitable for children and minors - you are solely responsible for any Third-Party Content accessed through our Data Services. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by USM or any content providers or other third party. Neither USM nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through our Data Services. Third-Party Data Content may harm your Device and its software, and we are not responsible for any Third-Party Data Content that you download, install, or use with our Data Services. Usage by others can be restricted by use of parental controls or similar features.

We reserve the right in our sole discretion to restrict or deny access to any Third-Party Content or other third-party information, application, services, or products.

## **16. PRIVACY AND CPNI**

When you agree to the T&Cs, you also agree to our Privacy Notice. This notice may change from time to time and includes important information on what data we collect about you, how we

use this data and with whom we share that data. If we make changes to allow use or disclosure of personal information in a way that we determine is materially different than stated at the time the data was collected, we will provide you with notice.

During the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We always will handle this data, which is "Customer Proprietary Network Information" ("CPNI"), in accordance with Federal Communications Commission regulations, federal consumer privacy laws and our Privacy Policy. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure.

## 17. EMERGENCY AND 9-1-1 INFORMATION; WI-FI CALLING

When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. **USM is not responsible for failures to connect or complete 9-1-1 calls for any reason whatsoever, including without limitation if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded.** We or our network supplier may use a variety of information and methods to determine the location of a 9-1-1 call, including Global Positioning Satellites, our network supplier's wireless network, the street address you have provided us as your primary use location ("Primary Address"), or other information. Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third-party entities are involved in connecting a 9-1-1 call and neither USM nor its network supplier determines the public safety agency to which your 9-1-1 call is routed. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. If you are porting a phone number to us, it is your obligation and responsibility to make certain that all information forwarded from the port out carrier is accurate and complete. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available.

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. Solely by way of example, 9-1-1 may not work during internet outages or disruptions, when attempting to call 9-1-1 via Wi-Fi Calling from any location. In addition, emergency personnel may not be able to identify your phone number to call you back, and 9-1-1 calls may otherwise be delayed or dropped due to network architecture, when dialing 9-1-1 via Wi-Fi Calling, from any location. In addition, if USM makes Wi-Fi Calling available to you, you must provide us with any update TO 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. 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 network supplier 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 USM in advance of any temporary or permanent changes to your Registered Location as described above. **NEITHER USM NOR ITS NETWORK SUPPLIER 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).**

## **18. LOST OR STOLEN DEVICES**

You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. After your Service is suspended, you will not be responsible for additional usage Charges incurred in excess of your Service plan Charges, and applicable Taxes, Fees and Surcharges. If you request that we not suspend your Service, you will remain responsible for all usage and Charges incurred and applicable Taxes, Fees and Surcharges. We may prevent a lost or stolen Device from registering on any network. California customers: For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but the fact that your Device or account was used is some evidence of authorization. You may request that we investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within thirty (30) days and you will remain responsible for the Charges.

## **19. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNITY**

### **19.1. Disclaimer**

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN WRITING, AND TO THE GREATEST EXTENT PERMITTED BY LAW, THE USM SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING SECURITY OR AUTHENTICATION PURPOSES, CONCERNING YOUR SERVICE OR YOUR DEVICE. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND WE DO NOT AUTHORIZE ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE 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 ACCEPT RESPONSIBILITY IF YOU USE YOUR SERVICE AS A MEANS OF SECURITY OR AUTHENTICATION FOR OTHER ACCOUNTS. FOR MORE INFORMATION, PLEASE REVIEW OUR PRIVACY NOTICE.

### **19.2. Limitation of Liability**

You agree that:

- USM is not an insurer of USM Services, nor can it ensure the accuracy of your information or the privacy or security of your USM Accounts;
- USM has no control over the acts and conduct of third parties;
- USM is not responsible for losses incurred as a result of your or a third party's use of your USM wireless number or other USM Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account.

We and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages unless prohibited by law. You agree that we and our business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. We assume no risk or responsibility for your use of any Content. We are not liable for (i) any act or omission of any other company furnishing a part of our service or any equipment provided for such service; (ii) errors or omissions of our business partners; (iii) any damages that result from any product or service provided by or manufactured by third parties; or (iv) any unauthorized or disputed charges for our services that appeared more than 30 days earlier on your online account statement which you did not promptly dispute in accordance with these Terms. You acknowledge that no fiduciary or other special relationship exists between you and us. You also agree we are not liable for missed voicemails or deletion of contacts from your address book, content, or lost messages from your voicemail system.

### **19.3. Indemnification**

You agree to indemnify and hold harmless us and our affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from your use of our products and services, or use of our products and services by another person who uses your mobile phone and/or our products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

## **20. LICENSE**

If you connect to or use USM Services by using, downloading, or installing an application or other Software that we made available, whether directly or indirectly through vendors, your use of the Software is subject to this Agreement and any End User License Agreement ("EULA") for the Software.

The term "Software" means the following: (i) any application related to the Services or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (ii) any updates, modifications, or enhancements to it; and (iii) any specific USM or vendor web site to which the Software directs you via any browser.

We (or for vendors' Software, the vendor) remain the owner of the Software, which isn't being sold to you. So long as you comply with the terms of this Agreement and any EULA provided with the Software, USM grants you a revocable, nonexclusive, nontransferable, limited right to install and use the Software on a single computer or device that you own and control and to access and use the Software on such device. We're not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

You may use the Software only in strict adherence to the terms of this Agreement, the EULA, and the terms of any other agreements associated with your device. You may not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; (ii) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software; (iii) violate any applicable laws, rules, or regulations in connection with your access or use of the Software; (iv) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of USM, its suppliers, or the licensors of the Software; (v) use the Software for any revenue-generating endeavor or commercial enterprise other than the use of this Software to participate in our Services; (vi) use the Software for creating a product, Service, or software that is, directly or indirectly, competitive with or in any way a substitute for any Services, product, or software offered by us; (vii) use the Software to send automated queries to any web site or to send any unsolicited commercial email; or (viii) use any proprietary information or interfaces of USM or other intellectual property of USM in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Software.

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

## **21. INTELLECTUAL PROPERTY**

You agree that Software, USM Services, and USM equipment ("USM IP") are protected by trademark, copyright, patent and intellectual property laws, and/or international treaty provisions. You also agree that the source and object code of USM IP and the format, directories, queries, algorithms, structure, and organization of USM IP are the intellectual property and proprietary and confidential information of USM, its suppliers, and its licensors. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to USM IP by implication, estoppel, or other legal theory, and all rights in and to USM IP not expressly granted in this Agreement are hereby reserved and retained by us. Nor do you have any intellectual or other property rights in any information that we provide or use to deliver USM Services, such as any Account or phone numbers assigned to you.

USM IP may utilize or include third-party software that is subject to open source and third-party license terms ("Third-Party Software"). You acknowledge and agree that your right to use such Third-Party Software as part of the Services is subject to and is governed by the terms and

conditions of the open source or third-party license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgments, license terms, and disclaimers contained therein (“Third-Party Software Notices”) and including all posted changes to Third-Party Software Notices. In the event of a conflict between the terms of this Agreement and the terms of those licenses, the terms of those licenses will control your use of the relevant Third-Party Software.

You agree that the USM names and their related logos and all related product and service names, design marks, and slogans are trademarks and service marks owned by and used under license from USM (the “USM Marks”). You are not authorized to use the USM Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of USM.

## 22. RESELLERS

We do not allow resellers, dealers or other intermediaries to use our name and service. Prohibited reseller activities include, but are not limited to: (i) the use of our name and branding (ii) the ordering of SIM cards or phones with intention to resell or give away in connection with a related revenue generating activity (iii) any revenue generating activity related to USM products or services, such as reselling our SIM cards or activating USM service for others in exchange for money or services.

## 23. GENERAL TERMS

- 23.1. **Governing Law.** The law of the state of your current billing address or current address of record governs this Agreement, except to the extent that law is preempted by or inconsistent with applicable federal law.
- 23.2. **Assignment.** You shall not assign, delegate, or otherwise transfer these T&Cs. Any attempt by you to assign, delegate, or transfer these T&Cs will be null and void. We may assign, delegate, or otherwise transfer these T&Cs, in whole or in part, without your consent. Subject to this Section, these T&Cs will be binding on each Party and each Party’s successors and assigns.
- 23.3. **Severability.** If any provision of these T&Cs is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these T&Cs will continue in full force and effect.
- 23.4. **Non-Waiver of Rights.** We may decide not to enforce rights or remedies under this Agreement in specific instances. That decision is not a waiver of any of our rights or remedies.
- 23.5. **Headings.** The headings of the sections contained in these T&Cs are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the T&Cs.
- 23.6. **Entire Agreement.** This Agreement constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us,

either written or oral. This integration clause means that, to the greatest extent permitted by applicable law, you cannot rely on marketing materials or statements or promises by our employees or agents to modify the terms of this Agreement.

**23.7. Representation and Warranties.** You represent and warrant to us that: (i) you are at least eighteen (18) years of age; (ii) you are located in the United States; (iii) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these T&Cs; (iv) any information you provide in connection with the Services, including your name, accurately and truthfully represents your personal identity; (v) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you; (vi) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (vii) your use of the Services will be in compliance with these T&Cs.

**23.8. Force Majeure.** Neither you nor USM shall be liable or responsible to the other, nor be deemed to have defaulted under or breached these T&Cs, for any failure or delay in fulfilling or performing any term of these T&Cs when and to the extent such failure or delay is caused by or results from a Force Majeure Event. "Force Majeure Event" means acts beyond the affected Party's reasonable control, including acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of these Terms; action by any governmental authority; global health pandemic; and national or regional emergency.

## 24. NOTICES AND CUSTOMER COMMUNICATIONS

**24.1. Notices.** You expressly consent to receive all communications, agreements, documents, notices and disclosures ("Notices") from us, at the telephone number associated with your Device, or physical or electronic address you provide to us. Notices from us to you are considered delivered when we deliver them to your Device by text message or voice, or by email to any email address you provide to us, or three (3) days after mailing to your address on file.

**24.2. Autodial or Prerecorded Messages.** We may at times contact you using autodialed or prerecorded message calls or text messages at the telephone number associated with your Device. We may place such calls or texts to (i) provide notices regarding your USM account or account activity; (ii) investigate or prevent fraud; (iii) inform you about products or services that may be of interest to you; or (iv) collect a debt owed to us. You agree that we and our service providers may contact you using autodialed or prerecorded message calls and text messages to carry out the purposes we have identified above. We may also share your phone number with service providers with whom we contract to assist us in pursuing these interests, but will not share your phone number with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply.

**24.3. Consent.** You do not have to consent to receive autodialed or prerecorded message calls or texts in order to use USM Service. Where USM is required to obtain your consent for such communications, you may choose to revoke your consent by any

reasonable means, including by (i) texting STOP to any SMS sent by USM, (ii) contacting USM chat support, or (iii) managing your account preferences in the USM portal. Written notices from you to us are considered delivered when you send an email or three (3) days after mailing to the address above.

- 24.4. **Our Registered Agent.** To begin arbitration or any other legal proceeding against USM, you must serve our registered agent. Our registered agent is Cogency Global and can be contacted at (866) 621-3524.

## Appendix A - ILD CONSUMER AGREEMENT

### Introduction

This ILD Consumer Agreement ("Agreement") sets forth the terms and conditions that apply to Your purchase of Services from NetworkIP, Inc dba Elite Telecom through US Mobile, Inc. By using the Services, You agree to the terms and conditions in this Agreement and any changes that may be made to the Agreement. If You do not agree to the terms of this Agreement or have any questions about the Agreement, do not purchase or use our products without contacting Customer Service at **(878) 205-0088**.

### Definitions

"Account" refers to usage within a billing cycle for a predetermined set of international destinations purchased through US Mobile, Inc. and/or a prepaid balance established with US Mobile, Inc. which are associated with the Consumer's phone number allowing Consumer to purchase and use the Service.

"Elite Telecom," "We," "Our," and "Us" means NetworkIP, Inc. (d.b.a. Elite Telecom).

"Service" means the International Long Distance (ILD) Service provided by Elite Telecom which provides the Consumer with international calling capability.

"Consumer", "You" and "Your" means the end-user of the Service and also the owner of the Account.

"Website" is the website found at [www.usmobile.com](http://www.usmobile.com) or such other location as designated by **US Mobile, Inc.** and contains the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the specific Service.

You can also request information about the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the Service by calling toll free at **(878) 205-0088**. This Agreement incorporates by reference the Service's prices, charges, restrictions and the terms and conditions for using the Service and/or owning an Account, as well as any disclosures, provisions, limitations or other information provided with, or printed on any promotional materials associated with the Service.

### Charges and Payment

#### Price, Feature and Rate Changes

We may change the prices or features associated with the Service from time to time, and such changes will be effective from the time they are posted or available through the Website. The terms and conditions of the Service, including the rates for calls made and/or available destinations in conjunction with the use of the Service are subject to change at any time without prior notice. All calls for the PAYGo ILD Service are billed in one minute increments. The PAYGo ILD Service expires 180 days after last use or 30 days after account suspension. There are no additional fees or surcharges associated with the Services. The Unlimited ILD Service is provided solely for live dialogue between, and initiated by, two individuals for personal use and not for commercial use or resale. UNLIMITED DOES NOT MEAN UNREASONABLE USE. In

addition, certain destinations may be limited to an advertised maximum number of minutes. To minimize unreasonable use, each Unlimited Account will be allowed to call up to **15 unique destination numbers** per Unlimited cycle which expire 30 days after initial funding or last renewal. The number of personal use calls to these unique destination numbers is not limited and automatically resets when the Account is renewed. You may contact Customer Service at **(878) 205-0088** or visit the Website if You have any questions about the Service, including the international long distance rates or available destinations associated with the Service.

### **Suspending/Canceling the Service**

If We have reason to believe that You or someone else is abusing the Service fraudulently or unlawfully through Your Account, or if Your form of payment for the Service is cancelled, disabled, discontinued or otherwise dishonored, We reserve the right to immediately suspend, restrict, deactivate or cancel the Service and close Your Account without advance notice. In the event of suspension or cancellation of the Service due to any other aforementioned reasons, Elite Telecom may from time to time discontinue offering the Service, or if necessary, cancel all Accounts, immediately upon a determination by any governmental authority that the provision of the Service is contrary to any law, rule or regulation or upon Your violation of this Consumer Agreement.

The Unlimited ILD Service may be used for personal telecommunications voice services and may not be used for any other purposes, including, but not limited to, loaning or renting Your handset to third parties, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals. If usage, dialing or calling patterns We deem connote non-personal use, We reserve the right to suspend, terminate or restrict Your Services with no prior notice and not allow You to reactivate the Service.

Elite Telecom and US Mobile, Inc. are not responsible for any ancillary costs incurred by You, including but not limited to, cell phone provider charges or fees and/or penalties incurred by You in the event You use the Service for any unlawful purpose.

### **Restrictions on Use; Intellectual Property**

All of Elite Telecom and US Mobile, Inc. trademarks, service marks, symbols, logos, other identifying indicia and the intellectual property rights thereto (collectively "Marks") are the property of Elite Telecom or US Mobile, Inc. and You shall have no right in or to the Marks or any right to use the Marks including any and all Marks associated with the Service and the Website. You are not permitted to commercially resell the Service or to print, produce, sell or distribute anything containing the Marks or to sell or distribute any telecommunication products that use or are associated with the Service.

### **Indemnification**

You agree that neither Elite Telecom nor **US Mobile, Inc.** shall be responsible for any third-party claims against Elite Telecom, **US Mobile, Inc.** and/or You that arise from Your use of the Service or Your Account. Further, You agree to reimburse Elite Telecom and or **US Mobile, Inc.** for all costs and expenses related to the defense of any such claims, including attorneys' fees, unless such claims are based upon Our willful misconduct or gross negligence. This provision will continue to remain in force after the Agreement expires or is otherwise terminated.

## **Limitations of Liability**

This section describes Elite Telecom's or **US Mobile, Inc.**'s responsibility for any claims for damages You may assert arising out of the failure of the Service or any other claims You may assert in connection with the Service, or in connection with the transfer of funds to Your Account or with this Agreement. We are not liable for any Service failures. Except as otherwise expressly provided herein, We and Our affiliates, authorized distributors, **US Mobile, Inc.**, partners, directors, officers, members and employees are not liable to You or to any third party for any costs, liabilities or damages arising either directly or indirectly from any cause, action or claim relating to the Service, the Website and/or the telecommunication services underlying the Service, including without limitation any actual, incidental, consequential, exemplary, punitive, reliance or special damages, or for any claims for loss of revenue, lost profits, lost use, data, or goodwill or for lost business opportunities of any kind or nature whatsoever. These limitations apply even if the damages were foreseeable or We were told that they were possible, and these limitations apply whether the claim is based upon contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. We will not be liable for any damages if the telecommunication services underlying the Service are interrupted, or if there is a problem with the interconnection of the Service with the service, products or equipment of some other party. This section will survive the expiration or termination of the Agreement. Because some jurisdictions do not permit the exclusions or limitation of incidental or consequential damages, Elite Telecom's liability in such jurisdictions shall be limited to the extent permitted by law.

## **Warranties**

You acknowledge that (i) the Service is provided by Elite Telecom "AS IS", and (ii) we make no warranty to You or to any third party whatsoever, directly or indirectly, express, implied or statutory, as to the suitability, durability, description, quality, title, non-infringement, merchantability, completeness or fitness for use or purpose of the Service or any Elite Telecom product associated with the Service. All such warranties are hereby expressly excluded and disclaimed. We also make no warranty that the Service will be uninterrupted or error free. We do not authorize anyone, including, but not limited to, Elite Telecom employees or US Mobile, Inc, to make any warranties on Our behalf and You should not rely on any such statement. Your use of the Service is solely at Your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to You.

## **Miscellaneous**

### **Emergency Calls**

Elite Telecom's applications and services are not a replacement for Your cellular service and You will not be able to make emergency calls (e.g. 911) using them. Our services do not prevent You from using Your phone to make emergency calls, however cellular service may not be available everywhere. If You are in a location without cellular service You will need to make other arrangements. Emergency calls are NOT supported outside the domestic USA.

### **No Third Party Rights**

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

### **Acts Beyond Our Control**

Neither You or Elite Telecom or **US Mobile, Inc.** will be responsible or liable to the other for any failure to perform duties under this Consumer Agreement where that failure is due to an act

outside the reasonable control of You, Elite Telecom, or US Mobile, Inc. (Force Majeure Event), including but not limited to the failure to perform due to any of the following: fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, or acts of regulatory or governmental agencies.

### **Assignment**

We can assign all or part of Our rights or duties under this Agreement without notifying You. If We elect to make such an assignment, We will have no further obligations to You under this Agreement or in connection with Your purchase or use of the Products. You may not assign this Agreement without Our prior written consent.

### **Notices**

Any notice from Elite Telecom to You under this Agreement will be provided by one or more of the following: on Our Website, a recorded announcement on a Product, letter, or a call to a telephone number provided by You. You may contact Us by mail at: 119 W. Tyler Street, Suite 100 Longview, TX 75601. You may contact **US Mobile, Inc.** by mail at: 295 Madison Ave, 6th Floor, New York, NY 10017.

### **Separability**

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

### **Governing Law**

This Agreement will be governed by the laws of the District of Columbia, without regard to its choice of law rules. This governing law provision applies no matter where You reside, or where You use, purchase or pay for the Products.

### **Entire Agreement**

This Agreement constitutes the entire agreement between You and Elite Telecom and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in the Changes to the Agreement section below. No written or oral statement, advertisement, or service or product description not expressly contained in the Agreement or the Website will be allowed to contradict, explain, or supplement this Agreement or the Service. Neither You or Elite Telecom is relying on any representations or statements by the other party or any other person that is not included in this Agreement.

### **Changes to the Agreement**

This Agreement may only be changed in the manner provided for in this section. Elite Telecom through US Mobile, Inc. may change this Agreement and the information contained elsewhere on the Website from time to time. All such changes will be effective at the time of posting on the Website. You may also request a copy of the revised Agreement by calling Customer Service toll free at **(878) 205-0088**

Revised on November 13, 2025