

## **EXHIBIT B**

FOR OFFICE USE ONLY

Activation Date, Account #, Onyx Code, Salesperson Name, Store Name, Location Phone, For Billing Questions Call, For Handset Questions Call

CUSTOMER/BUSINESS INFORMATION

Name, Business Name, Address, SS# or Federal Tax ID #, Driver's License # & State, E-Mail, Daytime Phone, Fax #, Date of Birth, Password

SERVICE INFORMATION

LINE 1: Mobile #, Rate Plan, Monthly Access Fee, IMEI #, SIM #, Manufacturer/Model #, ADDITIONAL FEATURES: Nights, Messaging, International Roaming, Weekends, Mobile-to-Mobile, Other, Data, HotSpot

LINE 2: Mobile #, Rate Plan, Monthly Access Fee, IMEI #, SIM #, Manufacturer/Model #, ADDITIONAL FEATURES: Nights, Messaging, International Roaming, Weekends, Mobile-to-Mobile, Other, Data, HotSpot

LINE 3: Mobile #, Rate Plan, Monthly Access Fee, IMEI #, SIM #, Manufacturer/Model #, ADDITIONAL FEATURES: Nights, Messaging, International Roaming, Weekends, Mobile-to-Mobile, Other, Data, HotSpot

LINE 4: Mobile #, Rate Plan, Monthly Access Fee, IMEI #, SIM #, Manufacturer/Model #, ADDITIONAL FEATURES: Nights, Messaging, International Roaming, Weekends, Mobile-to-Mobile, Other, Data, HotSpot

Customer Initials, Total Monthly Access \$

IMPORTANT CUSTOMER INFORMATION

- You have selected a plan with a fixed service term. Our fixed term plans are subject to a \$200 early termination fee per line of service. The monthly access fee and included minutes, if any, will be prorated for the number of days you are actually on service with T-Mobile for your first month. There will be a one time \$35.00 activation fee per line of service.

Customer Initials, INITIAL TERM, YEAR, EARLY TERMINATION FEE \$200 PER LINE OF SERVICE, I understand that if I terminate service for any reason prior to the Initial Term, I will pay the Early Termination Fee.

PAYMENT

Security Deposit, Method of Payment: Cash, Check, Credit Card, Withdrawal From Bank Account, P.O., Deferred Payment, Credit Card Information: MC, Visa, AmEx, Other, Bank Account Information: Routing Transit #, Account #, AUTOMATIC PAYMENT FROM CREDIT CARD OR BANK ACCOUNT, Signature, Date

Customer authorizes T-Mobile or its agents to obtain from anyone information about Customer's credit history. By signing below, you acknowledge you are of legal age, have provided true and complete information, have received a copy of this Agreement and, if signing or activating on behalf of a corporation or other entity, are fully authorized to sign on behalf of or legally bind such entity.



- will not be an accord and satisfaction. We may charge you a returned check fee of up to \$20 or such amount as may be permitted by law for any check returned for insufficient funds and/or we may stop accepting check payments from you.
14. **Taxes and Fees.** We invoice you for taxes, fees and other charges (e.g. sales, use, excise, public utility and other taxes) levied by or remitted directly to federal, state or local authorities, or foreign governments imposed on you or us as a result of providing the Service, your Unit or Other Services ("Taxes and Fees"). We will determine, in our reasonable discretion, the Taxes and Fees you are responsible to pay and the amount of those Taxes and Fees, which may change or increase at any time without notice. If you claim a tax exemption, you must provide us with a valid tax exempt document. Tax exemption only applies to Taxes and Fees incurred after the date we receive the tax exempt document (you won't receive credit for Taxes and Fees you've already paid). We are required to use the residential or business street address you provided, which must be within our licensed service area, to determine certain Taxes and Fees. If you give us an address (such as a PO box) that is not a recognized street address, you will be assigned a default location for Taxes and Fees calculation, which may result in a higher or lower charge for certain Taxes and Fees and you have 60 days from the date of the first bill that contains disputed Taxes and Fees to notify us or you waive your right to dispute those Taxes and Fees.

We may also bill you for: a) a regulatory and administrative fee to recover costs related to federal and state mandates, including without limit fees or costs related to E-911, local number portability and number pooling and b) Federal Universal Service Funds (FUSF). The regulatory and administrative fee and FUSF are not taxes or government required charges. We charge the FUSF based on a percentage of your wireless service charges. A contribution factor provided by the Federal Communications Commission (FCC) which may change without notice) is one factor used to calculate the percentage. We may impose the regulatory & administrative fee whether or not all or some services are used, or available to you, or in your location.

  15. **Credit or Debit Card.** If we agreed you may pay for charges with a credit or debit card ("Card"), we will charge the Card, when we bill for the charges, for all amounts or other obligations incurred before cancellation. You also authorize us to charge your Card at or after cancellation to pay what you owe at or after cancellation (such as payment of any cancellation fee). If you have not authorized charges to be made to a Card or if for any reason your Card issuer does not pay us, you must pay us on or before the due date, or we may suspend or cancel your Service without prior notice.
  16. **Disclaimer of Warranties.** EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED, ALL SERVICES, UNITS AND OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR USE OF THE SERVICE, UNIT OR OTHER SERVICES. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE, UNIT OR OTHER SERVICES. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF OUR DEALERS (EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE WARRANTIES BY US OF ANY KIND, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES ("T-MOBILE AFFILIATES") DO NOT WARRANT THAT THE INFORMATION, SOFTWARE, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE OR UNIT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL, OR ERROR OR BUG FREE. THE SERVICE IS NOT INTENDED TO PROVIDE TAX, LEGAL, INVESTING OR OTHER ADVICE. IF YOU RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH YOUR UNIT, IT IS THE ONLY WARRANTY MADE BY US WITH RESPECT TO THE UNIT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU IN WHOLE OR IN PART.
  17. **Limitation of Liability.** We are not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, website, messaging customer, dealer, equipment or facility failure, Unit failure or unavailability, discontinuation of Service, Other Services or Units, network problems, lack of coverage or network capacity, equipment or facility upgrade or modification, delay or failure of number portability, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, including 9-1-1 emergency, priority access, or secured service call, to be connected or completed or for the functionality of location services, including 9-1-1 location services, priority access or secured call service. EVEN IF T-MOBILE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, T-MOBILE AND THE T-MOBILE AFFILIATES WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, ANY UNIT OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, TREBLE, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICE OR PRODUCT, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR UNIT (WHETHER READ OR UNREAD, SOLICITED OR UNSOLICITED), OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE AND THE T-MOBILE AFFILIATES TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE OR UNIT, SHALL BE A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE OR UNIT. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

  18. **Indemnification.** You agree to defend, indemnify and hold us, any roaming or network partner, and any T-Mobile Affiliates harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of your use of the Service, a Unit or Other Services or your breach of the Agreement. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims by third parties and those incurred in establishing whether this Sec. 18 applies.
  19. **Privacy and Security.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy and security cannot be guaranteed, and we are not liable to you for any lack of privacy or security you experience while using your Unit, the Service or Other Services. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service. We have the right, without obligation, to monitor, intercept and disclose any transmissions over or using our facilities, and to provide subscriber billing, account, or calling records, and related information under certain circumstances (such as in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Anyone able to provide or your personal identification information can access your account so you should take reasonable steps to protect this information. Your caller identification, (such as your name and Number) may be displayed on the equipment or bill of the person receiving your call or on any site you visit via the Service. Unless you make other arrangements with us and pay any required fee, we may list your name, address and Number in a public directory. We are not responsible for listing errors. Please consult our privacy notice at [www.t-mobile.com/privacy](http://www.t-mobile.com/privacy) for information on the use and disclosure of customer information. The way third parties handle and use your personal identification information related to the use of their services is governed by their policies and T-Mobile is not responsible for their policies, or their compliance with them.
  20. **Lost or Stolen Unit.** If your Unit is lost or stolen ("Lost Unit") notify us about it immediately, ask us to deactivate the Lost Unit and provide us within 14 days, any documentation we request (such as a copy of a filed police report). If you complete all 3 requirements, you will not be liable for any unauthorized airtime charges incurred on the Lost Unit although you agree to assist with any prosecution. You must fulfill the remainder of your Fixed Term by purchasing and activating a replacement Unit, or you will be subject to the \$200 cancellation fee per Number.
  21. **Assignment.** We may assign all or part of our rights or duties under the Agreement without your assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign the Agreement without our prior written consent. Subject to these restrictions, the Agreement will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits.
  22. **Notices.** We may send you written notice, which may be a notice on your bill, or a bill insert, which is considered given and received by you on the third day after the date deposited in the U.S. Mail to your address in our billing records. We may also contact you or send you notice electronically through your Unit or otherwise, such as by e-mail, voicemail or text messaging, which is considered given and received immediately upon transmission. Written notice to us shall be considered given when received by our registered agent, Corporation Services Company ("CSC").
  23. **Digital Millennium Copyright Act ("DMCA") Notice.** In operating Service, We may act as a "services provider" (as defined by DMCA) and offer services as online provider of materials and links to third parties. As a result, third party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using the Service. If you believe any material available via the Service infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA. We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content. Our designated agent is: CSC, 1010 Union Ave. SE, Olympia, WA 98501.
  24. **Severability.** All terms and conditions of these T&C's are independent of each other. If any provision of these T&C's is held to be inapplicable or unenforceable, including without limit any terms or provisions in Secs. 3, 16 or 17, then (a) that term or provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other terms or provisions remaining in full force and effect, (b) the T&C's will not fail their essential purpose and (c) the balance of the T&C's remain unaffected and in full force and effect, unless our obligations are materially impaired, in which event we have the right to terminate the Agreement.
  25. **Governing Law; Venue and Statute of Limitations.** Except as stated in Sec. 3, the Agreement, its validity, construction and performance, is governed by applicable federal law and the laws of the state associated with your Number or your address in our records. Foreign laws do not apply. Arbitration proceedings or any actions to enforce an arbitration award must be in the state where your Service is principally provided, but not outside the U.S. Except as otherwise stated in the Agreement, and unless prohibited by law, a claim or dispute must be brought within 1 year from the date the cause of action arises.
  26. **Entire Agreement.** The Agreement represents the final and entire agreement between you and us regarding the Service, the Unit and Other Services. Except as otherwise stated in the Agreement, no change to the Agreement will be valid unless we accept it in writing. If we don't enforce our rights under any of the provisions of the Agreement, it does not waive or reduce our right to require strict compliance in the future.
  27. **Signing Authority; Authorized User.** You represent that you may legally enter into the Agreement, have received a copy of the Agreement and have read and clearly understand its terms. If activating on behalf of a corporation or other entity, you represent that you have full authority to bind that entity and if not agree to accept personal liability for the account. You are responsible for all charges incurred by any person you authorize to access your account, or allow to use your Unit, the Service or Other Services.
  28. **Survival.** The following provisions, and any other provisions that may reasonably be construed as surviving, and the rights and obligations of the parties, shall survive termination of Agreement for any reason: Secs. 3, 5, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31 and the terms and conditions related to your use of other T-Mobile services.
  29. **Local Number Portability.** For additional information about local number portability, please visit [www.t-mobile.com](http://www.t-mobile.com) or contact Customer Care at (800) 937-8997 or 611 from your T-Mobile phone. When available, you may be able to transfer your local phone number within the same local geographic area to or from another provider with whom we have a porting relationship as follows:  
Bringing Your Number to Us. You may contact us to request a transfer of your number with another provider to a new or existing account with us. All activation requirements and charges, including, without limit, credit approval, apply. You remain liable for charges (including cancellation fees) you incurred with your former provider. If a transfer is unsuccessful and the request is cancelled, and you do not ask us to assign you a new number, you must return any Unit purchased from us in accordance with our Handset Return and Cancellation Policy in Sec. 6.  
Taking Your Number with You. You may contact another provider to request a transfer of your T-Mobile number if you have an In Service (defined below) T-Mobile account, are the billing responsible party and pay any applicable fee. "In Service" for this purpose means: your number has not been cancelled, suspended, or expired (for prepaid account). Transferring your number may cancel your account or line of service, but you should verify with us that your account or line of service has been cancelled or you may continue to incur charges. Transferring a number from a FamilyTime, patent or multiple line account may cause the remaining number(s) on the account to have less than the required number of lines and we may move you to another rate plan, in our sole discretion, which may result in higher charges for Service. You will be liable for payment of any amounts due before or upon cancellation, such as cancellation or other fees. A transfer will be completed only if both the receiving provider and T-Mobile confirm a successful transfer. If a transfer is successful for any reason, your Service and the Agreement will not terminate, you will remain a T-Mobile customer and will continue to be responsible for all Service or other charges.  
Transferring your number does not transfer your service allotments, voicemail, phone book, or any other services or features and they will be lost. If your telephone number is not in service, you will lose any rights (as determined by the FCC) you may have to that number and that number will be returned to the appropriate provider. You may lose your listing in any telephone directories. If you call 911 after you request a transfer, but before you receive confirmation of completion, a 911 call center may not have accurate information on your identity and location. You must inform the 911 operator of your location immediately upon placing the call. If you are disconnected, dial 911 again and tell them you were disconnected.
  30. **Prepaid Customers:** If you purchase prepaid Service of any kind, these T&C's apply to you and in addition this Sec. 30 applies. When purchasing prepaid Service, you are responsible for prepaying all charges for using the Service. The balance in your prepaid account is reduced by the charges attributable to your use of the Service. You must keep a positive balance in your prepaid account to continue using the Service, or service will be interrupted. Prepaid Service you purchase expires within a certain time period as disclosed on your prepaid refill card or coupon. Prior to expiration, you may extend the expiration period by purchasing additional prepaid Service. If you permit your account to expire, you will lose your Number. Contact Customer Care with questions regarding the expiration date, balance remaining, or the service. You will not receive a monthly bill or activity record. Prepaid Service is non-refundable, and no refunds or other compensation will be given for lost or stolen prepaid cards or coupons. Unused prepaid account balances become our property upon expiration, or cancellation of the Service, and will not be refunded, despite changes under Sec. 4. Applicable Taxes and Fees will be included in your prepaid charges.
  31. **SmartAccess Customers:** If you are a SmartAccess customer these T&C's apply and in addition, this Sec. 31 applies. SmartAccess is subject to credit eligibility, in our discretion. We may suspend Service to any Number without prior notice if your account balance exceeds your spending limit or you are late with a payment (whether or not you exceed your spending limit). If we suspend Service because your balance exceeds your spending limit, we may reinstate Service after you make a payment that reduces your account balance below \$100 if your account is not in arrears. If we suspend Service because you are late with payment, we may, in our sole discretion, reinstate Service if you pay the entire balance owing on your account. You will be liable for all charges for Service under the Agreement, including monthly Service and usage charges, and other charges or purchases billed to your account, whether or not you reinstate Service. SmartAccess customers are only eligible for select rate plans. Smart Access activation fees are non-refundable unless you: (a) purchased the Unit and Service directly from a T-Mobile store, [www.t-mobile.com](http://www.t-mobile.com) or 800-T-MOBILE and (b) cancel Service and return the Unit in accordance with Sec. 6.
  32. **Other Agreements or Warranties.** Other services (such as T-Mobile HotSpot or Equipment Protection) or your Unit may come with separate written warranties or agreements that govern their use or purchase. Please see those other agreements or warranties for your rights and duties for your use of Other Services or your Unit.