

**T-Mobile Terms & Conditions.**

Did you activate (or renew) service prior to June 28, 2008? If yes, [click here](#) for the December 2004 Terms & Conditions.

Effective June 28, 2008.

Your agreement with T-Mobile includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions for other services, and your Rate Plan terms (collectively "Agreement"). Your Rate Plan includes your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). The terms of your Rate Plan are available at [www.t-mobile.com](http://www.t-mobile.com) and at our retail locations. To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern.

**Please read these T&Cs carefully.** They cover important information about all T-Mobile services provided to you ("Service") and your T-Mobile phone, handset, device, SIM card, data card, or other equipment ("Device"). These T&Cs include **fees for early termination** and late payments, limitations of liability, privacy and **resolution of disputes by arbitration instead of in court.** To the extent these T&Cs conflict with the T-Mobile Terms and Conditions you receive with your Device, these T&Cs apply; different T&Cs may apply to different lines of service on your account.

You represent that you are at least 18 years old (21 years old or legally emancipated if you are a Puerto Rico customer). If you sign for an organization, you represent that you are authorized to sign. **You agree to pay all access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device ("Charges").** You may designate others to manage or make changes to your account ("Authorized User"). You and Authorized Users will have access to all account information. **If you give your personal account validation information to someone, they can access and make changes to your account just as you can.** Those changes will be binding on you. You may request to switch to another Rate Plan, and if we authorize the change, a transfer fee may apply. **Changes may require your agreement to a new minimum term and/or new T&Cs (for example, if you select a new Rate Plan or special Device pricing).**

**1. Acceptance. YOUR AGREEMENT WITH T-MOBILE STARTS WHEN YOU ACCEPT.** You accept by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; (d) paying for the Service or Device; or (e) failing to activate Service within 30 days after the purchase of your T-Mobile Device, unless returned within the Return Period (as defined in Section 4). **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

**2. \* Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES BETWEEN YOU AND US IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT.** This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers or retail dealers) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 25). **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 14 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. **We each agree that** if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

**Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION** if: (a) your claim qualifies, you may initiate proceedings in small claims court; or (b) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE YOU ACTIVATED THAT PARTICULAR LINE OF SERVICE (the "Opt Out Deadline").** You may opt out of these arbitration procedures by calling 1-866-323-4405 or via the internet by completing the opt-out form located at [www.t-mobiledisputeresolution.com](http://www.t-mobiledisputeresolution.com). **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**

**If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings.** You must send a letter requesting arbitration and describing your claim to our registered agent (see Sec. 14) to begin arbitration. The American Arbitration Association (AAA) will arbitrate all disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. We will pay upon filing of the arbitration demand, all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims that total more than \$75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

**CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. **If you chose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**JURY TRIAL WAIVER.** If a claim proceeds in court rather than through arbitration, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

**3. \* Your Term of Service and Termination Fees.** You agree to maintain Service with us for your minimum term ("Term"). (Periods of suspension of Service do not count toward your Term.) After your Term, you will become a month-to-month customer. **EXCEPT FOR MONTH-TO-MONTH CUSTOMERS, AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE THE END OF YOUR TERM, OR IF WE TERMINATE IT EARLY. FOR SERVICE ACTIVATED, OR ACCEPTANCE OF A NEW ONE OR TWO YEAR TERM, ON OR AFTER 06/28/08, THE EARLY TERMINATION FEE IS: \$200 IF YOU TERMINATE WITH MORE THAN 180 DAYS REMAINING ON YOUR TERM; \$100 IF YOU TERMINATE WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF YOU TERMINATE WITH 31 TO 91 DAYS REMAINING ON YOUR TERM; AND THE LESSER OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF YOU TERMINATE IN THE LAST 30 DAYS OF YOUR TERM.** The

**Early Termination Fee is part of our rates and is not a penalty.** The Early Termination Fee applies only to the extent permitted by law. Unless you request otherwise, your termination will be effective at the end of your current billing cycle. You will remain responsible for all fees and charges for your Service and usage through termination. If you bought your wireless Device from an independent T-Mobile dealer or other third-party vendor, they may charge a separate termination fee.

**4. \* Cancellation and Returns.** You can cancel your Service without paying an Early Termination Fee if you cancel **WITHIN 14 DAYS** of activating a new line of Service (30 days if you activate in California; other states may differ – ask your sales representative) (“Return Period”). You remain responsible to pay for the Service and all charges, fees and taxes incurred through the date of cancellation. To cancel during the Return Period, you must return to the store where you activated (or, if purchased online or by phone, follow the return instructions in the package), and return any Device you acquired at the time of activation. To receive a refund of the purchase price of your Device (less rebates received and shipping costs), you must return it (with original packaging and all contents) **within the Return Period** in undamaged condition and good working order to the place of purchase. You may be required to pay a restocking fee. If you do not comply with store policy, we may elect not to process your Service cancellation or you may be charged the suggested retail price of the Device, (which may be greater than the price you paid), plus any shipping and handling charges. If you activated your Service through an authorized T-Mobile dealer, the dealer’s return policy may differ from T-Mobile’s policies. The cancellation policy for FlexPay is different; please see Section 27 for details.

**5. Our Rights to Make Changes.** Your Service is subject to our business policies, practices, and procedures, which we can change without notice. **UNLESS EXPRESSLY PROHIBITED BY LAW, WE CAN CHANGE PRICES, CHARGES AND ANY TERMS IN THE AGREEMENT AT ANY TIME. IF WE MATERIALLY MODIFY THESE T&Cs IN A WAY THAT IS MATERIALLY ADVERSE TO YOU, OR IF A CHANGE INCREASES YOUR SET MONTHLY RECURRING CHARGE(S)** (the set amount – which does not include overage, features, optional services, taxes and fees – you agreed to pay each month for at least a one-year Term), **WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS NOTICE AND YOU MAY TERMINATE YOUR SERVICE WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY) BY NOTIFYING US WITHIN 30 DAYS AFTER YOU RECEIVE THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THOSE 30 DAYS, YOU ACCEPT THE CHANGES.**

**6. \* Your Wireless Device & Compatibility with Other Networks.** Your Device may not be compatible with the network and services provided by another service provider. You may buy a Device from us or someone else, but it must, as solely determined by T-Mobile, be compatible with, and not potentially harm, our network. Some T-Mobile features will be available only on Devices purchased from us. A T-Mobile Device is designed to be used only with T-Mobile service; however, you may be eligible to have your Device reprogrammed to work with another carrier but you must contact us to do so. Not all Devices are capable of being reprogrammed. At times we may change software, applications or programming remotely and without notice. This could affect data you have stored on, the way you have programmed, or the way you use your Device.

**7. Service Availability.** Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. You agree we are not liable for problems relating to Service availability or quality.

**8. 9-1-1.** When making 9-1-1 or other emergency calls, you should be prepared to provide information about where you are located. 9-1-1 operators may not know your phone number or have information about your location. 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. **T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate location information is provided.** See Section 28 for important information related to 9-1-1 calls made using a Wi-Fi-enabled Device.

**9. \* Billing & Credit Checks.** We will send you a bill that summarizes your Charges; you may review your bill details on our website at [www.my.t-mobile.com](http://www.my.t-mobile.com) or, at your request and for an additional charge, we will provide detailed bills. We do not provide bills for certain services, such as FlexPay, kidConnect and Prepaid. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. **We round up** any fraction of a minute to the next full minute. Domestic and Puerto Rico data usage is billed in full-kilobyte increments and is rounded up to the next full-kilobyte increment at the end of each data session. (Canada data usage is rounded up in 2 kilobyte increments; all other international data usage is rounded up in 25 kilobyte increments.) There are 1024 kilobytes in a megabyte. **Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through its termination of the call (after you hang up).** Unless otherwise specified in your Rate Plan, **the rate for a call (such as nights and weekend rates) is determined by the time the call starts and that rate applies to the entire call.** For FlexPay, Prepaid and kidConnect, each minute of a call will be billed according to the time or day applicable to that minute (for example, different rates may apply in one call if the call extends into nights or weekends). For billing related to our Wi-Fi Calling service, see Section 28. **T-Mobile-to-T-Mobile calls** are those made between T-Mobile customers using their Devices while on the T-Mobile network (and not off-net or roaming on affiliate networks). **For Family and other multi-line pooling plans**, all lines use and share the air time and features included in the Rate Plan. **You may be charged for more than one call** when you use certain features resulting in multiple inbound or outbound calls (such as call forwarding, call waiting, voicemail, and conference calling). Most calls you make or receive, and most data usage, during a billing cycle will be included in your bill for that cycle, but **some Charges may be delayed** to a later billing cycle, which may cause you to exceed Rate Plan Allotments in a later billing cycle. **Unused Rate Plan Allotments expire** at the end of your billing cycle. Airtime usage applies to **toll-free, operator-assisted, voice mail, call forwarding and calling card calls** using your Device. You may be billed additional Charges or fees for certain features and services such as **operator or directory assistance, data calls or transfers, text, picture and instant messaging and internet access.** You will be charged for text, instant or picture messages whether read or unread, solicited or unsolicited. **We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and you agree that we are not liable for such messages.** **Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

**10. \* Roaming, International Calling & Mobile Content. Roaming.** Your Device may connect to another provider’s network (“off-net”) even when you are within the T-Mobile coverage area. Check your T-Mobile Device to determine if you are off-net. There may be extra charges (including long distance, tolls, data usage, failed messages or calls) and higher rates for off-net usage, depending on your Rate Plan. Your primary use of your Device must be within the T-Mobile owned network coverage area and we may limit or terminate your Service if you move outside of this area. We may limit or terminate your Service without prior notice if more than 50% of your voice and/or data usage is off-net for any three billing cycles within any 12 month period. **International Roaming & Dialing.** International roaming and dialing is available with some Rate Plans and on some Devices and may require an additional feature on your account. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), **you will be charged international rates** (including for voicemails left for you and for data usage). Different rates apply in different countries. See [www.t-mobile.com](http://www.t-mobile.com) for information on international access, rates, Services and coverage. **Mobile Content.** Wireless devices can be used to purchase goods, content and services (including subscription plans) such as ring tones, graphics, games and alerts from T-Mobile or other companies. You are responsible for all Charges associated with such purchases from any Device assigned to your account. Some Charges may appear on your bill (including Charges on behalf of other companies). You may be able to restrict access and certain services by implementing controls available at [www.t-mobile.com](http://www.t-mobile.com), or by calling T-Mobile. Mobile content may not be transferable from one Device to another Device.

**11. \* Taxes and Fees.** You agree to pay all taxes, fees, and surcharges (“Taxes & Fees”) imposed by the government. We may not always give advance notice of changes to these items. To determine Taxes & Fees, we will use the street address you identified as your Place of Primary Use (“PPU”). **The PPU for Puerto Rico customers must be in Puerto Rico.** If you did not identify the correct PPU, or provided us with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default PPU.

You agree to pay all other charges we assess to recover or defray governmental charges or costs we incur in connection with the services we provide, such

as Federal Universal Service, regulatory and administrative charges, or gross receipts taxes, without regard to whether these governmental charges or costs fund programs that provide benefits to you or in your location. These charges are not taxes or regulatory fees imposed directly on you, nor required by law to be billed to you, may be kept by us in whole or in part, and the amounts and what is included in these charges are subject to change without notice.

**12. \* Payments, Late Fees & Deposits.** If we do not receive payment in full by the due date on your bill, **you may be charged a late fee of the greater of 1.5% per month (18% annually) or \$5/month, subject to the maximum allowed by law.** We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. **If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check is dishonored or returned, we may charge you up to \$20, require another payment method, and/or immediately suspend or cancel your Service. We will not honor limiting notations you make on or with your checks.** Deposits: We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. We refund deposits and final credit balances of less than \$5 only upon request. We pay simple interest on deposits at the rate the law requires and will hold the money for you for up to 1 year, at which time you forfeit to us any portion of the money left.

**Puerto Rico customers:** *This paragraph constitutes notice that you may be assessed a fee for returned checks. This also constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you do not pay in full within the time stated on your bill or if your financial institution dishonors or returns a check for insufficient funds.*

**13. \* Your Right to Dispute Charges.** If you have a dispute regarding your bill or charges to your account, **you agree to notify us of the dispute within 60 days** (20 days for **Puerto Rico** customers) after the date you first receive the disputed bill or charge ("Dispute Period"), unless otherwise provided by law. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Except for **Puerto Rico** customers and unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 2 above. To contact or notify us, see Section 14. *This paragraph is notice to Puerto Rico customers that payment of undisputed charges is due when stated on your bill, regardless of any dispute.*

**California customers:** Our Utility number is U-3056-C. If you file a billing-related claim with the Consumer Affairs Branch ("CAB") of the California Public Utilities Commission you must, within 24 hours of filing, inform us by writing to the Customer Relations address in Section 14. If we resolve your dispute, you agree to withdraw your claim with the CAB.

**Puerto Rico customers:** We will provide you with a determination regarding any dispute that is presented to us in accordance with this Section 13 within 15 days after we receive it. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. You must send your petition for review to the Telecommunications Board at the following address: 235 Arterial Hostos Avenue, Capital Center Bldg., North Tower, Suite 901, Hato Rey, Puerto Rico 00918-1453. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

**14. \* Notices and Customer Communications.** You may contact our Customer Care department at [www.t-mobile.com](http://www.t-mobile.com), by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico** customers may direct notices to: T-Mobile Customer Relations, 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. For multi-line accounts, a "Primary Telephone Number" may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.

To begin arbitration or other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For Puerto Rico, our registered agent is Prentice Hall of Puerto Rico and can be contacted at FGR Corporate Services, Inc., BBVA Tower, 6th Floor, 254, Muñoz Rivera Avenue, San Juan, Puerto Rico, 00918, phone: 1-800-927-9801.

**15. \* 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 and you will not be responsible for charges incurred with the lost or stolen Device after you notify us. **You must fulfill the remainder of your Term or the Early Termination Fee will apply.**

**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 30 days and you will remain responsible for the charges. **You must fulfill the remainder of your Term or the Early Termination Fee will apply**

**16. \* Misuse of Service or Device.** You agree not to misuse the Service or any Device, including: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or engaging 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; (c) tampering with or modifying your Device; (d) "spamming" or engaging in other abusive or unsolicited communications; (e) reselling T-Mobile Devices for profit, or tampering with, reprogramming or altering Devices for the purpose of reselling the Device; or (f) assisting or facilitating anyone else in any of the above activities. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

**17. Our Rights to Limit or End Service or the Agreement.** WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don't provide Service or more than 50% of your voice and/or data usage is off-net for any three billing cycles within any 12 month period (see Section 10); (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Device as described in Section 16, above; (h) uses your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (i) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of calls, messages or sessions (such as international, 900 or 976 calls), in our sole discretion and without notice. *This paragraph constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you engage in any of the foregoing actions in Sections 16 and 17, including but not limited to failing to pay your bill when due, in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in T-Mobile's sole discretion. If your Service or account is suspended or terminated and then reinstated, you may be charged a*

reactivation fee.

**18. \* Intellectual Property.** You agree not to infringe, misappropriate or injure the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services or Devices arising from the sale of a product, your purchase of T-Mobile Devices and Services does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of T-Mobile or others related to the Devices and Services, which may be used only with T-Mobile Service unless expressly authorized by T-Mobile. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

**19. Digital Millennium Copyright Act (“DMCA”) Notice.** If you believe that material available through our Services or products infringes the copyright of any third party, notify us by using the notice procedure under the DMCA and described at [www.t-mobile.com](http://www.t-mobile.com) ([www.t-mobile.com.pr](http://www.t-mobile.com.pr) for Puerto Rico). After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

**20. \* Privacy Information.** Our Privacy Policy governs how we use information related to your use of our Service and is available online at [www.t-mobile.com/privacy](http://www.t-mobile.com/privacy). We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. **Data on your Device may automatically be stored on your SIM card, Device or our network.** Your data may remain on the Device even if your SIM card is removed; the data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.

Some T-Mobile Devices automatically upload to T-Mobile network servers information stored on your Device or your SIM card, such as your address book, ringtones, or other data. How we use this information is governed by our Privacy Policy found at [www.t-mobile.com/privacy](http://www.t-mobile.com/privacy). You may choose not to use this service by contacting customer care; however, your Device will continue to upload your information to our servers but T-Mobile will not retain the information. Not using this service may result in the loss of functionality or the availability of certain services or features, and the permanent loss of information stored on a lost or stolen Device.

**21. \* Disclaimer of Warranties.** EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN “AS IS” 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 OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CAN’T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON’T AUTHORIZE ANYONE TO MAKE ANY 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.

**22. \* Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE OR DEVICE. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

**23. \* Indemnification.** You agree to defend, indemnify, and hold us harmless from any claims arising out of use of the Service or any Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your Service or Device.

**24. \* Enforceability and Assignment.** A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we don’t enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid that part may be severed from the Agreement. You can’t assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; T-Mobile is not a party to that agreement. The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked “\*” continue after termination of our Agreement with you.

**25. \* Choice of Law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

**26. Additional Terms for T-Mobile Prepaid Customers.** To use T-Mobile Prepaid Service you must have a prepaid account balance; Service will be suspended when your account balance reaches zero. If you purchase a Device that is sold for use on T-Mobile Prepaid Service, you agree that you intend it to be activated on our Service, and do not intend to, and will not, resell, modify and/or export the Devices, or assist someone in these activities. The charges for Service and the expiration period for your prepaid account balance may vary; see [www.t-mobile.com](http://www.t-mobile.com) for more information. You must use your account balance before the expiration date. Prepaid Service is non-refundable (even if returned during the return period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. Coverage specific to T-Mobile Prepaid Service may be found at [www.t-mobile.com](http://www.t-mobile.com) and differs from coverage related to T-Mobile’s postpaid Service.

**27. Additional Terms for FlexPay Customers. T-Mobile FlexPay Service.** You must pay for Services in advance each month (“Monthly Account”) and Services will become available after we apply your payment. Your first Service cycle may start several days after activation. You may be unable to make changes to your account during certain periods of your Service cycle. **FlexAccount.** When you have used all of your monthly Allotments, to buy additional Services, you must fund your FlexAccount. All lines on a multi-line account share and draw from one FlexAccount. A FlexAccount may be only used to (1) purchase Services when you exhaust your Service Allotment(s); (2) purchase Services not included in your Rate Plan (e.g., downloads, messaging, 411, data and international services); and (3) pay your bill. By using any additional Services, applicable charges will automatically be deducted from your FlexAccount. FlexAccount dollars you transfer to pay your bill in excess of the Amount Due cannot be returned to your FlexAccount. You cannot transfer funds from your Monthly Account to your FlexAccount. FlexAccount terms and rates differ from the terms and rates associated with our Prepaid Service (see [www.t-mobile.com](http://www.t-mobile.com) for terms and rates).

\* **Service cancellation.** If you cancel your FlexPay account within the Return Period, all funds in your Monthly Account for Services not used are refunded. If you cancel your FlexPay account after the Return Period, we may apply your FlexAccount balance to any amounts you owe us (including any Early Termination Fees). Funds in your Monthly Account will not be refunded if you cancel after the Return Period. **Month-To-Month Plans.** To avoid cancellation and keep your account active, you must, at least once every 90 days: (a) pay for Services, (b) add funds to your FlexAccount, or (c) use your FlexAccount for Services. **One or Two Year Plans.** All lines on the account will be cancelled unless your monthly Services (prorated or otherwise) are activated at least once every forty-five days after the due date listed in your payment reminder.

**Payments.** You may access billing details on our website at [www.my.t-mobile.com](http://www.my.t-mobile.com). **If your "Amount Due" differs from the amount stated on your Payment Reminder, you must pay the Amount Due as stated on [www.my.t-mobile.com](http://www.my.t-mobile.com) to continue Service. If you do not pay the Amount Due by the date on your Payment Reminder, your monthly Services will not be available.** If you pay after the date on your Payment Reminder, the Amount Due and the Service allotments you receive will be prorated for the number of days remaining in your Service cycle. **Partial Payment:** If you partially pay, your Services will not be available until your partial payment is equal to or greater than the prorated charges for Service for the remaining days in your Service cycle. The Allotments you receive will be prorated based on the number of days remaining in that Service cycle. **Payment in Last Five Days:** To start Services during the last five days of the Service cycle, you must pay for those days plus the Amount Due for the following Service cycle. If you do not pay that full amount, then your payment will be applied as a partial payment toward the Amount Due for the next month's Service cycle. **Extension of Term:** If you are on a one or two-year contract, your Term may be extended by the total number of days for which you have not paid for monthly Services (e.g., if you only pay for prorated Services for the last 25 days of a 30 day Service cycle your Term may be extended by 5 days.) **Multi-line accounts:** You will have one Amount Due for all lines on a multi-line account, and any payments will be applied proportionately across all lines and all Services (e.g., if you have three lines on your account, you cannot pay for only one of the three lines, or just for certain Services). **Control Charge:** You will be charged a **Control Charge per line per month if you are not enrolled in and using EasyPay** (an automatic monthly recurring payment Service). The Control Charge may apply for at least one Service cycle after you sign up for EasyPay. If your payment fails, you will be required to pay a Control Charge to reinstate your Services. We may remove EasyPay from your account without notice if we determine in our sole discretion that the account is invalid or if an EasyPay payment fails.

**Voluntary Suspension.** We may allow you to voluntarily suspend Services and any amounts in your Monthly Account or unused Allotments will not be refunded or credited. Upon voluntary suspension, your Services and FlexAccount will no longer be available for use. To maintain the voluntary suspension and avoid cancellation, you must pay a monthly access fee and the Control Charge (if not using Easy Pay) for each line in advance of each month of the voluntary suspension.

**28. Additional Terms for Wi-Fi Mobile Calling.** These additional terms apply only to calls made over a Wi-Fi network ("Wi-Fi Calling") using our mobile Devices. For our T-Mobile @Home service, please see the supplemental terms and conditions contained in the box with the HiPort router.

**Billing:** Wi-Fi Calling is a voice service and requires a qualifying rate plan, a Wi-Fi-enabled Device, wireless router, broadband internet connection and Wi-Fi signal. When you use Wi-Fi Calling with the add-on feature, calls you place to, or receive from, U.S. numbers while connected to a Wi-Fi network are included in the add-on feature. All data, messaging, and other Services will be billed according to your regular Rate Plan and other pricing. Billing for the entirety of any call will be based on the network (Wi-Fi or cellular) that your Device was connected to when you initially made or received the call. When making or receiving a call, check your Device indicator and manual to know if you are on a cellular or Wi-Fi network. Additional incoming and outgoing calls initiated while you are already connected to a network (e.g., call waiting, call forwarding, conference calling) also are billed based upon the network upon which the original call was initiated. Calls may not transfer between Wi-Fi networks or between Wi-Fi networks and a non T-Mobile cellular network, causing a call to drop. If you use a Wi-Fi-enabled Device but do not purchase the Wi-Fi Calling add-on feature, all calls on any Wi-Fi network will be charged according to your T-Mobile Rate Plan. For these calls, we will bill you based on the time at the location of the Wi-Fi network (or a nearby cell tower) if we know where it is. If we are unable to determine the location of the Wi-Fi network, we may base the time of the call on the local time of your billing address, which can affect the designation of your calls such as a night or weekend call.

**Service Limitations, Connectivity & International Use:** Wi-Fi Calling is not available at T-Mobile HotSpot locations outside the U.S. You acknowledge and agree that your use of any Wi-Fi network is permissible and that you (and not T-Mobile) are responsible for your use. Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. If you have the Wi-Fi Calling add-on feature and use the Wi-Fi Calling service outside of the U.S., calls to U.S. numbers are not included as part of the add-on feature and are charged under your Rate Plan; calls to international numbers are charged under international rates. **Please see important international 9-1-1 information below.** You will be responsible for all internet access charges.

**Important Emergency 9-1-1 Information:** 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. 9-1-1 service via Wi-Fi Calling uses the internet and operates differently than traditional 9-1-1. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded. For example, 9-1-1 service may not work during power or internet (e.g., cable service) outages or disruptions or if your internet or T-Mobile Service are suspended. Location information when using Wi-Fi Calling may be limited or unavailable. You must provide us with a valid street address for the location of your primary use of Wi-Fi Calling ("Primary Address"). If the location at which you primarily use Wi-Fi Calling changes, either temporarily or permanently, you must register the new address by accessing your account via [my.t-mobile.com](http://my.t-mobile.com) or by contacting T-Mobile's Customer Care; it may take 24 hours or more to update the address information. If you do not give us a Primary Address, we may block your usage of certain Wi-Fi networks. We may use a variety of information and methods to determine the location of a 9-1-1 call, including our GSM wireless network if available in your location, the location of your Primary Address, or the location of a T-Mobile HotSpot (if applicable). Even with this information, an emergency operator may not be able to receive or use the address information (or your phone number) to locate you in order to provide emergency services. When you use the Wi-Fi Calling service away from your Primary Address, we may have no or very limited information about your location, which could result in a call being routed to an out-of-area public safety agency, the agency receiving incomplete information about your call and your location, or your call being routed to an emergency response center, which will ask you for your location and use that information to route the call to a public safety agency. **If you dial 9-1-1 while using the Wi-Fi Calling service outside the U.S., 9-1-1 services may not be available.**

## 29. Additional Terms for Data Plans and Features

The following terms apply to your data plan or feature ("Data Plan"). To the extent any term in your Data Plan expressly conflicts with the general Terms and Conditions, which also apply to your service, the term in your Data Plan will govern. Please read your Data Plan carefully.

### 1. Permissible and Prohibited Uses

Your Data Plan is intended for Web browsing, messaging, and similar activities on your device and not on any other equipment. Unless explicitly permitted by your Data Plan, other uses, including for example, tethering your device to a personal computer or other hardware, are not permitted.

Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either T-Mobile's services or the network-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile's or another entity's network or systems; or (e) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions. For example, you cannot use a Data Plan for Web broadcasting, or for the

operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

## 2. Protective Measures

To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth; if your total usage exceeds 10GB (amount is subject to change; please periodically check T-Mobile.com for updates) during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. We may also suspend, terminate, or restrict your data session, Plan, or service if you use your Data Plan in a manner that interferes with other customers' service, our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

## 3. Downloadable Content and Applications

You can purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") for and with your compatible device. Some Apps that you can purchase with your device are not sold by T-Mobile; for these Apps, you can identify the third party seller at the point of purchase. **For these third party purchases, although the charges will appear on your T-Mobile bill, T-Mobile is not responsible for the App, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the App.** Any support questions for these Apps should be directed to the third party seller identified at the point of purchase. When you use, download or install an App sold by a third party seller, you may be subject to license terms between you and the third party seller and App developer. When you use, download, or install Content or Apps that you purchase from T-Mobile, the Content or App is licensed to you by T-Mobile and may be subject to additional license terms between you and the creator/owner of the Content or App. **Whether purchased from T-Mobile or a third party seller, any Content or App you purchase is licensed for personal, lawful, non-commercial use on your device only.** You may not transfer, copy, or reverse engineer any Content or App, or alter, disable or circumvent any digital rights management security features embedded in the Content or App.

T-Mobile is not responsible for any third party content or website you may be able to access using your device. You may encounter advertisements from other entities ("Third Party Ads") while you are using web2go, browsing the Internet, or using an application on your device. T-Mobile is not responsible for any Third Party Ads, or for any website or content that you may access by clicking on or following a link contained in a Third Party Ad.

T-Mobile may retain, use, and share information collected when you download, use, or install some Content or Apps, may update your Content or App remotely, or may disable or remove any Content or App at any time. Refer to T-Mobile's Privacy Policy as well as the Content or App creator/owner's privacy policy for information regarding the use of information collected when you download, install, or use any Content or App. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content or App.

T-Mobile.com: © 2002-08 T-Mobile USA, Inc.