THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION AND JURY TRIAL WAIVER CLAUSES IN THE DISPUTE RESOLUTION SECTION BELOW THAT GOVERN HOW CLAIMS THAT YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED. BY AGREEING TO THESE TERMS OF SERVICE, YOU AND MOXEE AGREE TO RESOLVE MOST DISPUTES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. If You do not agree to these Terms of Service, do not use the Services, Products, Devices or Software.

Moxee Terms of Service and

Agreement to Arbitrate Disputes and Jury Trial Waiver

Last Updated: October 29, 2026

Thanks for choosing Moxee! We are pleased that you selected us as your wireless provider.

Moxee is Moxee Technologies, LLC. We do business under several different names, but we are one entity. The names we operate under include **Collegiate Mobile** and sub-brands under college and university-based names. If you arrived here from one of those sites, you are in the right place.

Please use this page as a reference for questions about your Moxee service and the terms and conditions of service that govern the service(s) you purchased from us. These "**Terms of Service**" or "**Terms**", as updated from time to time, contain important information about your relationship with us, including individual mandatory binding arbitration of disputes between us instead of class actions or jury trials. By Accepting these Terms, you agree, on behalf of yourself, any person on your account, an authorized user, and any person you allow to use the Services, Product, or your Device (an "**Authorized User**"), to be bound by these provisions.

Accepting these Terms means you also agree to our "**Privacy Policy**," located at Privacy Policy | Collegiate Mobile | Collegiate Mobile, which may be updated from time to time. Our Privacy Policy describes the information we collect, how that information may be used and shared, and the choices you have about certain uses of information.

These Terms replace and control over any previous versions. The dispute resolution provision in these Terms, including the Class and Mass Action Waiver and Jury Trial Waiver, controls over the dispute resolution provisions in any other contract or agreement if there is a conflict.

GENERAL INFORMATION ABOUT THESE TERMS:

WITH WHOM IS THE AGREEMENT?

These Terms are an agreement between you on behalf of yourself, your authorized users (e.g., if you have more than one line associated with this account other than your own line), and us, **Moxee Technologies, LLC**, including our assignees, agents, third party beneficiaries and the names we do business as ("**us**", "**we**", "**our**" or "**Moxee**").

HOW DO I ACCEPT THESE TERMS?

You accept these Terms by doing any of the following things:

- giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- activating, using, or paying for the Service, Product, Software or a Device;
- installing a physical SIM or eSIM that we provided you; and/or
- otherwise providing your consent.

If you do not want to accept these Terms, do not do any of the foregoing things. By accepting these Terms, you agree to be bound to these Terms.

By accepting, you are affirming to us that you are of legal age (you are either legally emancipated or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a contract. If you accept on behalf of an organization, you are affirming to us that you are authorized to bind that organization, and references to "you" in these Terms may mean the organization and its employees.

WHAT IS INCLUDED IN THESE TERMS OF SERVICE?

In these Terms, You will find important information about:

- Our services (including any software and the Moxee Portal) provided or made available to you ("**Service(s)**");
- Any device or other equipment for which we may provide Service or which we provide to you to be used with our Service, like a mobile device, phone, handset, tablet, SIM card or eSIM, or accessory ("**Device(s)**");
- Any software provided by us and used by you in the provision of Products or Services ("**Software**");
- Any feature, product, or solution that we provide to you ("**Product(s)**");
- Any charges, taxes, fees, surcharges and other amounts we charge you for use of Services, Products, Devices and/or Software or that were accepted or processed through your Device ("**Charges**");
- Network management practices;
- Limitations of liability;
- Resolution of disputes by individual arbitration and class action and jury trial waivers.

Moxee Services may be used with a compatible Device, as determined by Moxee, that contains a Moxee SIM card or eSIM that is assigned to your account.

ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

Yes. Your "**Agreement**" with us includes: these Terms; the additional terms and conditions found in your **Rate Plan** and/or **Data Plan**; our policies and practices as published on the web and/or as provided to you (and as amended by us); specific terms and conditions to any additional Service, Product(s), Device, Software or promotions you select; and provisions linked to from these Terms, including our Privacy Policy and **Broadband Internet Policy,** our account management portal ("**Moxee Portal**"), or as otherwise provided to you.

You should be aware that our Privacy Policy (located at Privacy Policy | Collegiate Mobile | Collegiate Mobile) and our **Broadband Internet Policy** (located at https://collegiatemobile.com/broadband-disclosure/) apply to the use of our Devices, Products and Services. You might also have other agreements with us, such as terms surrounding promotions. The terms of these other agreements are also included in your Agreement with us.

***HOW LONG DO THESE TERMS OF SERVICE APPLY TO ME?**

These Terms continue to apply to you for so long as you use the Service, Products, Devices or Software and, in the case of Sections marked a "*," those Terms survive and continue to apply to you even after you no longer use the Service, Products, Devices or Software. You are responsible for all Charges incurred through the end of, or resulting from, your Service term, including Charges covering periods where your Service is suspended for non-payment. In the case of specific promotions with term requirements, you are responsible for the entire, required term for such promotions (e.g., ninety (90) days). In most instances, this will be the close of your then-current billing cycle. If you port your number to another carrier, your Service will be deactivated immediately once the number is ported, though you will still be charged for a full billing cycle. In addition, cancellation of Service may affect other agreements, Services, Products, Devices, Software or subscriptions that you have with us, such as installment plans, where your payments may be accelerated upon cancellation. Cancellation of Service may also impact other services that are billed by Moxee as well as any subscriptions or Products, Devices or Software you may have through us.

HOW DO WE CONTACT EACH OTHER?

You may contact us at Contact Us - Collegiate Mobile | Collegiate Mobile, by calling Collegiate Mobile at (888) 851-5235, by emailing info@collegiatemobile.com or by writing to: Collegiate Mobile Customer Relations, 325 Harbour Cove, Suite 219, Sparks, NV 89434. We may deliver notices to you by mail, bill messages, the Moxee Portal, phone, email or electronic means using your account information in our records. You agree to notify us promptly if you can no longer be reached at a provided contact number or billing address. Electronic notices are considered delivered when sent, posted, or when available on your bill for viewing. Mail notices are considered delivered 3 days after mailing. For multi-line accounts, we may assign one line as a "**Primary Telephone Number**" to your account for the purpose of receiving notices, as well as a "**Primary Account Holder**" (e.g., the email used to sign up and activate the account) for online account management and for other purposes. If you would like to change it, contact us. Your failure to provide accurate, up-to-date contact information does not excuse you from the obligation to comply with or be subject to any notices we send.

To begin arbitration or any other legal proceeding, you must serve our registered agent. Our registered agent is Paracorp Incorporated and can be contacted at this address: 318 N Carson St., #208, Carson City, NV, 89701, USA.

CAN MOXEE CHANGE, SUSPEND OR TERMINATE MY SERVICES OR THE AGREEMENT?

Yes. We may change, limit, suspend or terminate your Service or the Agreement at any time, including if you: engage in any of the prohibited uses described in the Agreement; no longer reside in a network coverage area we support; or violate applicable law or engage in theft, unlawful conduct, harassing, threatening, abusive or offensive behavior. If your Service, Product, Device or account is limited, suspended, or terminated and then reinstated, you may be charged a suspension and/or a reconnection or restoration of service fee. Your account may still accrue Charges even if the Service is suspended. You are responsible for any Charges that are incurred while your Service or account is suspended.

Under certain limited circumstances, we may also block your Product or Device from working on our network. If we believe the change to our Service, Product, Device or Rate Plan will have a material adverse effect on you, we will use reasonable commercial efforts to provide at least 14 days' notice of the change. If you use our Service, Product or Device after the effective date of the change, then you have agreed to the change. If you do not agree and notify us, then your Service may be terminated. Notwithstanding the foregoing, we may exclude certain types of Service, such as certain types of calls, messages or sessions (e.g., conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

If your account is eligible for a price-related promotion, we may adjust your monthly recurring Service Charge, without notice to you, in accordance with the terms of that promotion, for as long as you continuously remain a customer in good standing on your qualifying Rate Plan.

***AM I CONSENTING TO BE CONTACTED?**

Yes. We may contact you on any telephone number you provide to us, including the Primary Telephone Number, for any purpose, including marketing, and in any manner permitted by applicable law. You expressly consent to be contacted by Moxee or our agents for any purpose, including billing and collection, at any mailing address, telephone number, Moxee Portal, email address, or any other electronic address where you may be reached. You agree that Moxee or our agents may contact you in any manner, including pre-recorded artificial voice or an automatic telephone dialing system. You agree to notify us promptly if you can no longer be reached at a contact number you provided us. You represent that you have received the consent of any authorized users and other users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service and account.

***<u>DISPUTE RESOLUTION</u>:**

***HOW DO I RESOLVE DISPUTES WITH MOXEE?**

By accepting these Terms, you agree (1) to resolve any dispute with us through individual binding arbitration or small claims dispute procedures, and (2) to waive your rights to a jury trial and to participate in any class action suit. See the "HOW CAN I DISPUTE MY CHARGES?" section for details on the billing dispute process.

Individualized Dispute Resolution and Arbitration. **YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS AND DISPUTES, OF ANY NATURE, INCLUDING TORT AND STATUTORY CLAIMS, BETWEEN YOU AND MOXEE IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY POLICY, PRIVACY OR DATA SECURITY PRACTICES, OUR SERVICES, DEVICES, SOFTWARE, RATE PLANS OR PRODUCTS, INCLUDING ANY BILLING DISPUTES OR CHARGES, WILL BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THE AGREEMENT AND RELEVANT SUBSTANTIVE LAW, MUST ENFORCE APPLICABLE STATUTES OF LIMITATION, DEFENSES, AND PRIVILEGES, AND CAN AWARD, ON AN INDIVIDUAL BASIS, THE SAME DAMAGES AND RELIEF AS A COURT MAY (INCLUDING ATTORNEYS' FEES)**.

You and we agree that this Agreement evidences a transaction involving interstate commerce and notwithstanding any other provision with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* and federal arbitration law (not state arbitration law) will govern any proceedings regarding enforcement of this Arbitration Agreement, despite the general choice of law provision set forth below.

The foregoing agreement with respect to claims or disputes includes any claims against other parties relating to Services, Products, Software or Devices provided or billed to you (such as our suppliers, dealers, authorized resellers, licensors and/or third-party vendors) whenever you also assert claims against us in the same proceeding.

For all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim ("**Notice of Dispute**") to the address provided in the "HOW DO WE NOTIFY EACH OTHER" section. The Notice of Dispute must contain enough information for us to identify your account and attempt to resolve your claim, including (a) the name of the Moxee account holder; (b) billing account number; (c) the mobile telephone number at issue; (d) a written description of the problem, including relevant documents and supporting information; and (e) a good faith calculation of the damages you claim to have suffered and a statement of the specific relief you are seeking. You may be represented by an attorney or other person in that process. However, if you choose to do so, you must also submit with your Notice of Dispute a signed, written authorization allowing us to discuss your account with your attorney or other representative. Similarly, if we have any dispute with you, we will send a Notice of Dispute to your billing address. You and we each agree to negotiate any claim(s) between each other in good faith. You and we each agree that neither you or us may commence any arbitration or court

proceeding unless you and we are unable to resolve the claim(s) within 60 days after receipt of the Notice of Dispute, and the party who sent the Notice of Dispute has made a good faith effort to resolve the claim during that time. **If we are unable to resolve any claims within 60 days despite those good faith efforts, then either you or we may start arbitration or small claims court proceedings**. To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent (see the "HOW DO WE CONTACT EACH OTHER" section, above) and to the American Arbitration Association ("**AAA**"). The arbitration of all disputes will be administered by the AAA under the following AAA rules, as modified by the Agreement:

(1) if you are a "**Consumer**," meaning that you only use the Service, Product, Software and/or Device solely for non-commercial, personal or household purposes, the then-current version of the AAA's Consumer Arbitration Rules (as modified by the Agreement) will apply to claims between you and us; or

(2) if you are not a Consumer, the then-current version of the AAA's Commercial Arbitration Rules and Mediation Procedures (as modified by the Agreement) will apply to claims between you and us.

In either case except to the extent any of those rules conflict with these Terms, in which case these Terms will govern and control. The AAA rules are available at www.adr.org. If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding will remain closed unless and until the small claims court issues a decision that the claim should proceed in arbitration. The arbitration of all disputes will be conducted by a single arbitrator, who will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party will return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA will appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. All arbitrators appointed pursuant to this process are subject to the disclosure and disqualification procedures set forth in the AAA rules and any applicable state laws or rules. Payment of all filing, administration, and arbitrator fees will be governed by the AAA rules. If you initiate an arbitration, you are required to pay AAA's initial filing fee, but if we agree that you are a Consumer, we may reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county (or parish) of residence. However, if the arbitrator finds that the substance of your claim or the relief sought was frivolous or vexatious, or that your claim was brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)) or if you are a "tester" plaintiff or claimant, "serial litigant," "vexatious litigant," or professional claimant ("**Tester Plaintiff**"), then we will not

reimburse your initial filing fee and may seek an award of our legal fees or costs against you and/or your counsel. These Terms authorize the arbitrator to award fees or other sanctions against your counsel. Any facts, evidence, documents, or testimony introduced or produced in an arbitration proceeding may be used only in that proceeding and may not be disclosed, introduced, or used in another arbitration proceeding even if it involves the same or similar claims. We each also agree that the arbitrator will not be bound by rulings in any prior arbitrations not involving the same parties, even if they involved the same or similar claims. The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. If you seek injunctive or declaratory relief, you agree that the arbitrator may award injunctive or declaratory relief in favor of you alone, and only to the extent necessary to resolve your individual claim. The arbitrator will have the power to rule on their own jurisdiction, including any issues concerning the existence, validity, or scope of either the Agreement or the arbitration clause, including whether any claim is subject to arbitration, provided that: (1) any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator; and (2) a court will have the authority to determine whether the parties have complied with the informal dispute resolution procedures set out in these Terms and whether any claim you or we have filed in arbitration or in court is inconsistent with the Class and Mass Action Waiver included in these Terms.

***Class and Mass Action Waiver**. **YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION (THE "CLASS AND MASS ACTION WAIVER")**. In any action between you and us, if a court or an arbitrator determines that any part of this arbitration provision or Class and Mass Action Waiver is unenforceable with respect to any claim, remedy, or request for relief, then the arbitration provision and Class and Mass Action Waiver will not apply to that claim, remedy, or request for relief. But the arbitration provision and Class and Mass Action Waiver will still apply to all other claims, remedies, and requests for relief that you or we may assert in that or any other action. In any case, you and we agree that we will arbitrate all claims, remedies, and requests for relief subject to individual arbitration first, and that any remaining unresolved claims, remedies, or requests for relief may be pursued in court only after the arbitrator's award has been issued. In any such proceeding, the arbitrator's factual findings will not be entitled to deference by the court.

***Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

***IN ADDITION TO THE FEDERAL ARBITRATION ACT, WHAT LAW GOVERNS THESE TERMS?**

You and we agree that the laws of the State of Washington, without regard to principles of conflict of laws, will govern the Agreement and any dispute, except to the extent governed by the Federal Arbitration Act or other applicable federal law.

***ARE THERE ANY WARRANTIES?**

Generally, no. EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, PRODUCTS, SOFTWARE 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, INCLUDING SECURITY OR AUTHENTICATION PURPOSES, CONCERNING OUR SERVICES, PRODUCTS, SOFTWARE OR DEVICES. WHILE WE STRIVE TO PROTECT CUSTOMER ACCOUNTS, WE DO NOT GUARANTEE SECURITY. YOU ACCEPT RESPONSIBILITY IF YOU USE OUR SERVICES, PRODUCTS, SOFTWARE OR DEVICES AS A MEANS OF SECURITY OR AUTHENTICATION FOR OTHER ACCOUNTS. WE CANNOT AND DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE USE OF THE SERVICE, OR OF ANY PRODUCT, SOFTWARE OR DEVICE, AND WE DO NOT 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.

We and any third party providing Services are not responsible for any damage, delay, interruption, or other failures to perform resulting from: (a) providing or failing to provide Services, including, but not limited to, interruptions, delays, deficiencies or problems with a Device, Software, Product or network coverage; (b) traffic or other accidents, or any health-related claims relating to our Services, Products, Software or Devices; (c) an interruption, delay or failure in accessing or attempting to access emergency services from a Device; (d) interrupted, delayed, failed or inaccurate location information services; (e) information or communication that is blocked by a spam filter; (f) damage to your Device or any Software, computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, Software, computer, equipment, or storage space from your use of Services or Software or from viruses, worms, or downloads of malicious Software, content, materials, data, text, images, video, or audio; or (g) anything beyond our control, including acts of God, riot, strike, pandemic, epidemic, war, terrorism, or government orders or acts.

***ARE THERE LIMITATIONS ON LIABILITY?**

Yes. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES, OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES REGARDLESS OF THE THEORY OF LIABILITY. THIS MEANS THAT NEITHER YOU OR US WILL SEEK OR RECEIVE ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES

ARISING OUT OF OR RELATED TO UNAUTHORIZED ACCESS OR CHANGES TO YOUR ACCOUNT, PRODUCT, SERVICE, SOFTWARE, OR DEVICE, OR THE USE OF YOUR ACCOUNT, SERVICE, PRODUCT, SOFTWARE, OR DEVICE BY YOU OR BY OTHERS TO AUTHENTICATE, ACCESS, USE OR

MAKE CHANGES TO THIRD PARTY ACCOUNTS, INCLUDING FINANCIAL, CRYPTOCURRENCY, OR SOCIAL MEDIA ACCOUNTS. 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. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY, BY ANY ACT OF NATURE, OR OTHER EVENT OUTSIDE OUR REASONABLE CONTROL, OR BY ANY UNLAWFUL ACTIVITY BY SOMEONE UNRELATED TO MOXEE. YOU ALSO AGREE WE ARE NOT LIABLE FOR MISSED OR DELETED VOICEMAILS, TEXTS OR OTHER MESSAGES, FOR ANY INFORMATION (INCLUDING PICTURES, CONTENT OR OTHER DATA) THAT GETS LOST OR DELETED IF WE WORK ON YOUR DEVICE, OR FOR FAILURE OR DELAY IN CONNECTING A CALL OR TEXT TO 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH ALSO AGREE THAT ALL CLAIMS AND ANY ARBITRATION OR COURT PROCEEDING MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

Services, Products, Software and Devices are not represented as fail-safe and are not designed for use in situations where error-free or uninterrupted services, products, software and devices are essential. **You expressly assume the risk** of any damages from high-risk activities involving vital communications in which an error or interruption in the Services, Products, Software or Devices could lead to material injury to business, persons, property, or the environment.

WE ARE NOT PUBLISHERS OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES OR OTHER CONTENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY OPINIONS, ADVICE, STATEMENTS, INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

***AM I REQUIRED TO INDEMNIFY MOXEE?**

Yes. You agree to defend, indemnify, and hold us and our affiliates' directors, officers, employees, contractors, licensors and other representatives harmless from and against any claims arising out of or related to: use of, including the inability to use, the Services, Products, Software or Devices; breach of the Agreement by you; or violation of any laws or regulations or the rights of any third party by you, an Authorized User, or any person on your account, including any person you allow to use the Services, Products, Software or Devices.

ACCOUNT AND PAYMENT INFORMATION:

WHAT IS A RATE PLAN?

Your "**Rate Plan**" includes your Service allotments, for example, for minutes, messages or data, rates, and other terms (including international usage, as applicable) for use on the network that exists at the time of Rate Plan activation or any network to which you and we mutually choose to move your account. We may introduce access to new technologies, features, or services that you can add for an additional charge. If your Rate Plan includes a price commitment, that price commitment will not extend to these new technologies, features, or services unless expressly stated otherwise. If any term in your Rate Plan conflicts with these Terms, such term in your Rate Plan governs solely with respect to the Rate Plan terms.

HOW WILL I BE CHARGED FOR DATA USAGE?

A data service allotment may be included in your Rate Plan or you may be charged for data usage on a pay-per-use or similar basis ("**Data Plan**"). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. If you do not have a Data Plan, your Device may not be able to access data services. If any term in your Data Plan conflicts with these Terms, such term in your Data Plan governs solely with respect to the Data Plan terms.

HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

Each account may have only one Primary Account Holder. However, you can allow someone to access account information and manage your account by designating them as an Authorized User. The easiest way to designate an Authorized User is through the Moxee Portal. An Authorized User can:

- Make changes to your account;
- Add or remove Services, Products, Software or Devices on your account;
- Receive notices and disclosures on your behalf;
- Purchase additional Services, Products, Software and/or Devices; and
- Incur Charges on your account.

We authenticate Authorized Users before we provide access to account information. When calling us or accessing your account online, this requires account verification. Your account credentials, which include your online password, are sensitive. You should take steps to protect them. We will treat presentation of valid account credentials information as an authorized access to your account.

***HOW WILL I BE BILLED FOR USE OF THE SERVICES?**

You agree to pay all Charges we assess and bill you, including Charges covering periods where your Service is suspended for non-payment, or Charges that were accepted or processed through all Devices, Software and/or Products on your account. You agree to provide us with accurate and complete billing and related information and to report all changes within 30 days of the change. You will receive an electronic (paperless) bill and an email receipt each billing period. You may update your billing preferences on the Moxee Portal. You are responsible for preserving copies of billing statements, agreements, and any other account-related documents for your own records.

Unless required by applicable law, we will not give you additional notice or obtain additional consent from you before charging Charges to that credit or debit card. You must promptly notify us of any change in the credit or debit card or bank transfer authorization you want to use for payment. You may be required to pay an additional service charge or fee, depending on the channel and/or payment method you choose. Log into your account to make any payment method change. We may charge a return payment fee at the highest amount permissible by applicable law. We may restrict your payment methods to cashier's check, money order, or other similar secure forms of payment at any time for good reason.

Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your Moxee bill. Charges may be onetime or recurring. The amount and frequency of the Charges will be disclosed at the time a purchase is made. If selected, the Charges will become part of the amount due for that billing cycle and for subsequent billing cycles if the Charge is recurring.

Auto-Renewal. Auto-Renewal is a free service that automatically processes payments from your designated payment method at the beginning of your applicable payment cycle (which generally follows each billing cycle) to pay your bill ("**Auto-Renewal**"). When you enroll in Auto-Renewal for automatic credit card or debit card payment or electronic funds transfer, any Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the Services term originally selected, at the then-current non-promotional rate, and you authorize us to automatically charge the credit card or debit your bank account or debit card on a recurring basis unless you cancel your Auto-Renewal authorization online by managing your preferences on the Moxee Portal or by calling our Customer Service team at (888) 851-5235. Recurring Charges may vary if you change your plan or we change our prices. Unless required by applicable law, we will not give you additional notice or obtain additional consent from you before charging Charges to the designated payment account for Auto-Renewal. You must promptly notify us of any change in the payment method you want to use for Auto-Renewal payment.

IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE SERVICE THROUGH YOUR ACCOUNT SETTINGS OR TERMINATE YOUR MOXEE ACCOUNT BEFORE THE END OF THE RECURRING TERM. SERVICE CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, MOXEE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

If you terminate your authorization, you will be responsible for scheduling payments for subsequent monthly charges.

If you voluntarily terminate the Service, you may use the Service until the end of your then-current billing cycle, and the Service will not be renewed after your then-current term expires. If we terminate your Service (e.g., for unauthorized use), termination may become effective immediately. However, you will not be eligible for a prorated refund of any portion of the Service fee paid for the then-current Service period.

You authorize us to store your payment information for future payments by you and automatically charge the amount of each monthly recurring payment equal to the full renewal amount for the Services. You agree to provide us with updated credit card, debit card or bank account information when needed by updating your account online. You agree 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 you we are not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge your credit or debit card or to transfer funds. When payment is made by credit card, payment will also be subject to the terms and conditions established by the credit card issuer.

Off-Rate Plan Charges. You may have to pay extra Charges for calls to some numbers (e.g. conference and chat lines, broadcast, calling card, international, 900 or 976 calls, etc.).

Usage. Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages. Unused Rate Plan allotments expire at the end of your billing cycle; they are not carried forward to the next or subsequent billing cycles. You may be billed additional Charges for certain Products, Devices, Software and Services.

Taxes. Charges include, and you agree to pay, all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to these charges. Your Rate Plan may include payment of taxes and fees on your behalf. To determine taxes and fees, we use the street address you identified as your place of primary use ("**PPU**"). You may update your PPU as needed for each line of service. If the tax laws require use of a different address, then we utilize the best information available to us to determine the correct address. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address that does not allow us to identify the applicable taxing jurisdiction(s), or does not reflect the service area associated with your telephone number, you may be assigned a default location for tax purposes. Except as may be otherwise required by applicable law, in the event you dispute your PPU or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 60 days of the date of our bill containing such tax or fee. Regardless of any Rate Plan promotion or terms (including any guarantee), taxes and fees may change from time to time without notice.

Surcharges. You agree to pay all Charges consisting of surcharges applicable to your Rate Plan ("**Surcharges**"). Surcharges may not be mandated or imposed on you by applicable law; they may be Moxee Charges that are determined, collected, and retained by us. The components and component amounts of the Surcharges are subject to change without notice. Surcharges include charges, costs, fees, and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we have already incurred or will incur to provide Service), as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges assessed to you may vary depending on the type of Service, Rate Plan and PPU that you have. Surcharges may change from time to time without notice regardless of any price-related promotion or Rate Plan guarantee (and subject to our 14-day notice policy if we believe changes to your Service or Rate Plan will have a material adverse effect on you). Surcharges will apply whether or not you benefit from the programs, activities, or services included in the Surcharge. When Surcharges are

assessed in connection with your Service, you can find the Surcharges detailed in either the "TAXES, FEES & SURCHARGES", "MOXEE FEES AND CHARGES" or the "OTHER CHARGES" sections of your bill or when you are logged into your account.

Collegiate Mobile Give-Back.

If you are a subscriber through Collegiate Mobile, at our option, we may donate a certain percentage of some or all of the Charges associated with your Service or Rate Plan to the applicable University causes, including athletics and/or scholarship funds. This amount is a donation from us, not you. It is not a tax deduction that you can claim. The percent that is provided to the School or University is at the sole discretion of Collegiate Mobile and is subject to change at any time, as are the University programs to which we might donate. You may have the option to choose a fund to which we will donate, and we will use reasonable commercial efforts to direct our donation in accordance with your selection, as permitted by the University and applicable law.

Other Fees. Charges may also include activation, connection, prepayment, reactivation, program, or other fees to establish, connect, change, or maintain Services. Certain transactions may also be subject to a Charge (for example, convenience payment, changing phone numbers, device upgrades, etc.). We will tell you if any of these other fees apply to your requested transaction.

***WHAT IF I DO NOT PAY ON TIME?**

You are responsible for all Charges incurred through the end of, or resulting from, your Service term, including Charges covering periods where your Service is suspended for nonpayment. If you do not pay on time, your service will be suspended and may be cancelled. We will not honor limiting notations you make on or with your checks or electronic payments, and you agree that any such notations have no effect under the Agreement or applicable law. If your account is not paid in full or otherwise is not in good standing, your service may be reduced, suspended, or terminated in our sole discretion. Charges may not be prorated while your Service is suspended.

***DOES MOXEE CHECK MY CREDIT?**

Maybe. It depends upon the Product or Services you wish to purchase. Moxee may offer Products, Devices or Services which specifically relate to your credit. In such cases, Moxee performs a soft pull on your credit which should not affect your credit score. Upon timely payment of your monthly charges, Moxee will report your payment event to one or more credit bureaus. This is different than a credit card which Moxee may require for identification and/or payment for Services or Services.

AM I REQUIRED TO MAKE A PREPAYMENT?

We may require you to prepay for Services. We can apply such payments or prepayments in any order in addition to any amounts you owe us on your account.

***HOW CAN I DISPUTE MY CHARGES?**

If you have any questions about your bill or want to dispute any Charges, please contact us by using the methods outlined in the "How Do We Contact Each Other?" section, above. Unless

otherwise provided by applicable law, you must notify us in writing of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you do not contact us within such time, you may not pursue a claim in arbitration or in court. 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, you agree to waive any and all claims with respect to such disputed bill or Charge, and you release Moxee from all liability regarding said dispute. Unless otherwise provided by applicable law, you must pay disputed Charges until the dispute is resolved.

USING OUR NETWORK:

WHERE, HOW, AND WHEN DOES MY SERVICE WORK?

These Terms describe the experience you can expect on our networks, including information about our reasonable network management practices, and the experience on our roaming partners' networks. Your experience on our networks may vary and change without notice depending on a variety of factors. You agree that we are not liable for problems relating to Service availability or quality. To provide the best possible experience for the most possible customers, we prioritize the data usage of a small percentage of our heavy data users below that of other customers. This threshold number is specified in your Rate Plan or Data Plan and is also periodically evaluated and may change over time. We also prioritize the data of customers who choose certain Rate Plans after the data for other Moxee's various branded Rate Plans, but before customers who are prioritized as heavy data users. Customers whose data is prioritized lower may notice speeds lower than customers with higher priority in times and locations where there are competing customer demands for network resources. For Subscribers on an "unlimited" data Rate Plan, your data speed may be reduced when the allotment of high-speed data is consumed for that billing cycle. For Subscribers on Rate Plans with a limited amount of data, you will lose cellular data access when that amount is exhausted. Subscribers may purchase additional data through their account portal. Visit our Broadband Internet Policy page at https://collegiatemobile.com/broadband-disclosure for more details.

WILL MY SERVICE VARY? WHAT FACTORS MAY AFFECT MY SERVICE?

Yes. Coverage maps only approximate our anticipated wireless coverage area outdoors. Your actual Service area, network availability, coverage and quality may vary without notice based on several factors, including your selected service, network capacity, terrain, whether you are inside a building or outside, weather, if you are on a private or public Wi-Fi network, or if you are using an incompatible Product or Device. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas with broadband capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, public safety needs, and other conditions may impact speeds and service availability. You agree that we are not liable for problems relating to Service availability or quality.

If and when the number of customers using our network exceeds available network resources, customers will experience reduced data speeds. Further, we may, without advance notice, take

any actions necessary to manage our network on a content-agnostic basis, including prioritizing all on-device data over mobile hotspot (tethering) data and wireless Internet, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle. This threshold number is periodically evaluated and may change over time.

Where the network is lightly loaded in relation to available capacity, a customer whose data is prioritized below other data traffic may notice little, if any, effect from having lower priority. This will be the case in most times and locations. At times and locations where the network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data intensive activities such as streaming. Customers should be aware that these practices may occasionally result in speeds below those typically experienced on our 5G or LTE networks. We constantly work to improve network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. Again, see our Broadband Internet Policy https://collegiatemobile.com/broadband-disclosure for more information and details.

***CAN I ROAM ON MY DEVICE? Yes**. Depending upon your rate plan, domestic roaming and international roaming is available as part of the Service.

Domestic Roaming. If Roaming is part of your Rate Plan, your Device may connect to another provider's cellular network ("**Off-Net**"). This may happen even when you are within the Moxee coverage area. Check your Device to determine if you are Off-Net. We may limit or terminate your Service for excessive Off-Net usage. Your device may also connect to another provider's secure Wi-Fi network. For additional information, see the "WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND SERVICE?" section.

International Roaming & Dialing. Similarly, if International Roaming is part of your Rate Plan, your Device may provide such international roaming and calling. Availability and features offered for international roaming and dialing vary depending on your Rate Plan and Device. All countries may not be available for roaming, and available countries may change from time to time; check your Rate Plan for more information about which countries are currently available for roaming. Whether roaming internationally or making and sending international calls and messages while in the U.S., you may be charged international rates (including for voice calls, voicemails left for you and for data usage) while roaming internationally or while making and sending international calls and messages from the U.S. Charges include per-minute rates for calls, per-minute rates for calls transferred to your voicemail, and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in actual voicemail messages being left for you and regardless of whether your Device is on or off. Different rates and rounding increments apply in different countries. While roaming internationally, your data speed may be lower, and your Service may be limited or

terminated without notice. You are responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device. The availability of, and access to, emergency calling services (e.g., 911 in the U.S.), may vary by country. You should familiarize yourself with how to access these services before using your Device for international roaming. See "WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?" section for additional information about international roaming.

CAN I STREAM VIDEOS ON MY DEVICE?

Yes. We deploy streaming video optimization technology in our network, which also helps to ensure that available network capacity can be utilized to provide a good service experience for the maximum number of customers. The optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering on mobile devices, and reduce the amount of data consumed for streaming video, making room for other users to enjoy higher speeds and a better network experience overall. Video optimization occurs only to data streams that are identified by our packet core network as video or where the video provider has chosen to establish protocols to self-optimize their video. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's Device. In some instances, video optimization may also identify and treat downloads of video files as if they were real-time video streams.

CAN I DOWNLOAD AND USE THIRD PARTY CONTENT AND APPS ON MY DEVICE?

Yes. You may download and use software, code, scripts, interfaces, documentation, applications, content and other services or products that are not provided by Moxee (collectively "**Third-Party Software & Services**") on your Device. Third-Party Software & Services may work differently than Services and Products offered by us, or may not work at all, and you use them at your own risk. Third-Party Software & Services may require your agreement to a license or other terms (such as a fee) with the third party. Some Products, Devices or Third-Party Software & Services may contact our network through your Product or Device without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

Your download or use of Software, or Third-Party Software & Services, may cause certain calling or messaging functionality, including 911, E911, and text to 911, to work differently than Services offered by us, or to not work at all. Please review all terms and conditions before using Third-Party Software & Services because we are not responsible for the availability or reliability of 911 calls or text to 911 messages, or if inaccurate location information is provided to the 911 communications center. We cannot assure you that if you place a 911 call or text you will be found. See the "911 AND EMERGENCY INFORMATION" section for additional details related to 911 calls and texts.

We are not responsible for any issues related to downloading, installing, using, or accessing content and applications or Third-Party Software & Services, even if Charges for these appear on

your Moxee bill. You are responsible for maintaining virus and other Internet security protections when accessing Third-Party Software & Services.

***WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND SERVICE?**

Our wireless network is a shared resource, which we manage for the benefit of all our customers. Your Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of our Services and your Device are permitted, and others are not. If you use a Device manufactured for use on our network, you agree, and we rely on your agreement, that you intend it to be activated on our Service, and that you will not resell or modify the Device or assist anyone in doing so. Below are examples of both permitted and prohibited uses.

Permitted uses include:

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;
- Streaming video;
- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

Unless explicitly permitted by your Rate Plan or Data Plan, you will not use or allow third parties to use your Devices, Products or the Services in a way that we determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware,” hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses software that automatically consumes unreasonable amounts of available network capacity;
- Uses software which is designed for unattended use, automatic data feeds, automated machine-to-machine connections, or software that is used in a way that degrades network capacity or functionality;
- Misuses the Service, Device, Product or Software, including "spamming" or sending abusive, unsolicited, or mass automated communications;
- Accesses (or intentionally attempts to access) the accounts, devices, products, equipment, data, or servers of others without authority or employs password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, port scanning, or Trojan horse programs;

- Results in more than 50% of your voice and/or data usage being Off-Net (i.e., connected to another provider's network) for any 2 billing cycles within any 12-month period;
- Results in unusually high usage (meeting the definition of a heavy data user for your Rate Plan) with the majority of your data usage being through a mobile hotspot (tethering) for any 3 billing cycles within any 6-month period;
- Uses a fixed wireless device (provided for use in a fixed location) at a location or address other than the one provided at activation;
- Resells the Service, Software, Device or Product, either alone or as part of any other good (e.g., sale of a device) or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device or Product to circumvent any of our policies or violate anyone's intellectual property rights;
- Uses the Service, Software or Product to distribute any malware, spyware or other harmful content, engage in denial of service attacks, or to attempt to harvest email addresses or personal information of others;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Uses the Service, Software, Device or Product for any fraudulent, malicious or unlawful purpose;
- Violates applicable law;
- Uses the Service, Software, Device or Product for benchmarking purposes or to investigate, evaluate, test, or monitor the Service or Product for potential legal claims, regulatory complaints, or enforcement actions against Moxee (including to act as a Tester Plaintiff);
- Is not in accordance with or violates the Agreement; or
- Attempts, assists or facilitates anyone else in any of the above activities.

If you use any Service, Product, Software or Device in any of the above ways, we may suspend or terminate your account and Service at any time. Failure to suspend or terminate your account or Service is not a waiver of those rights.

EMERGENCY AND 911 INFORMATION

DOES MOXEE PARTICIPATE IN THE WIRELESS EMERGENCY PROGRAM?

Yes. Moxee participates in the wireless emergency alert program administered by the federal government within portions of its network. This allows federal, state, and local government agencies to send alerts about emergencies to Moxee customers in specifically defined geographic areas. Wireless alert capable devices with appropriate notification settings are required for the service. There is no additional charge for these wireless emergency alerts.

ARE THERE LIMITS TO 911 ACCESS?

YES. PLEASE CAREFULLY READ THE INFORMATION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING LIMITATIONS OF 911 FUNCTIONALITY. YOU ACKNOWLEDGE THESE

LIMITATIONS AND AGREE TO SHARE THESE LIMITATIONS WITH ANYONE WHO MAY USE YOUR SERVICE TO PLACE CALLS OR SEND TEXTS.

911 services are provided by state and local government. Our Devices can make calls to 911 in the United States, and 911 access is available to customers regardless of your Rate Plan. Each Device must have battery power and network connectivity to complete a 911 call. Although Moxee is often capable of communicating your phone number and/or current location to a public safety answering point ("**911 Communications Center**"), in some cases, 911 Communications Center operators may not know your phone number or have information about your current location. As a result, when making 911 calls, you should be prepared to provide your contact information and current location. Other third-party entities are involved in connecting a 911 call, and Moxee is not solely responsible for determining which 911 Communications Center to which your 911 call may be routed. Because a number of factors can impact a 911 operators' ability to locate you – including the providers' cell signal, your specific Device, third party call routing, local topography, operator equipment, etc. – Moxee cannot assure you that your location will be automatically sent when calling 911 or that you will be connected to the nearest public safety agency. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 911 location services, while the port is in process. If you are outside the U.S., you may have to dial a different number than 911 to call emergency services.

DO ANY MOXEE VOICE SERVICES UTILIZE VOIP SERVICES?

Yes. Some of our voice services utilize Voice over Internet Protocol ("**VoIP**") technology or similar technology, like Wi-Fi Calling. Before using these Services, you must provide us with the primary street address at which the VoIP service or Wi-Fi Calling service will be used ("**E911 Registered Address**"). If you call 911 using a Moxee VoIP service, or WiFi Calling service, we may transmit your E911 Registered Address to the 911 Communications Center that answers the call, and it may be used to help emergency responders locate you. **You agree to update your E911 Registered Address before you use your Moxee VoIP service or Wi-Fi Calling service at a different location**. You can update your E911 Registered Address by logging into your account or by contacting Moxee Customer Care. If you use a VOIP service to call 911 from a location other than Your E911 Registered Address, you must provide the 911 operator with your location and phone number when placing a call.

VoIP telephony and Wi-Fi calling are fundamentally different from traditional telephone service and have inherent limitations. VoIP services, including 911 calling, may be unavailable or limited in some circumstances. **If possible, use a cellular connection to make any 911 calls**. 911 functionality for Moxee VoIP Services, or Wi-Fi Calling, may be impaired or unavailable if:

- you use the VoIP Service in a location other than at your E911 Registered Address;
- there is a problem with the WiFi or broadband network utilized, including network congestion, network, equipment or power failure, technical problems, or during system updates or upgrades;

- you use a non-native telephone number; or
- you have lost electrical power.

Text-to-911. Text-to-911 service may be available in some locations where our service is provided. This is dependent on your local 911 Communication Center's ability to receive text messages. Text-to-911 may not be available while roaming on another provider's network.

TTY Calls to 911. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voiceover-LTE ("**VoLTE**"). If you cannot make a voice call to 911, we recommend that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service.

WHAT ELSE DO I NEED TO KNOW?

***IS THE DEVICE SOFTWARE LICENSED?**

Yes. If your Device is provided by Moxee, your Device's Software is licensed, not sold, to you by us, the Device manufacturer and/or other licensors for your personal, lawful, non-commercial use on your Device only. You may only use the Software as authorized by its license. Your Device's Software and Third-Party Software & Services may be updated or replaced by feature enhancements or other updates.

Except as permitted by applicable law, you may not assign, transfer, sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, create derivative works of, or reverse engineer all or any part of the Products or Software, or alter, disable, or circumvent any digital rights management security features embedded in the Services, Products, Software or Third-Party Software & Services. You agree that the Services, Products, Software and Third-Party Software & Services contain proprietary content and information owned by us, our licensors and/or other third parties. We, our licensors and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Services, Products, Software and Third-Party Software & Services at any time without notice and will have no liability for doing so. You agree that your violation of a license harms us, our licensors, and/or other third parties, that this harm cannot be fully redressed by money damages, and that we, our licensors, and such other third parties will be entitled to seek immediate injunctive relief in addition to all other remedies available.

***WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?**

Call us immediately if your Device is lost or stolen because you may be responsible for additional Charges incurred over your Rate Plan before you notify us. If Charges are incurred after you notify us, you are not liable for Charges you did not authorize, however, the fact that your Device or account was used is some evidence of authorization. You agree to cooperate with us and provide information if we investigate any unauthorized Charges. 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. If you request that we not suspend your Service, you will remain responsible for all Charges incurred. We may prevent a lost or stolen Device from registering on our and other networks.

To learn about additional anti-theft measures that may apply to you, visit https://www.ctia.org/the-wireless-industry/industry-commitments/smartphonea-antitheftvoluntary-commitment.

ADDITIONAL TERMS FOR PREPAID CUSTOMERS

The terms and conditions of these Terms apply to you whether you are a prepaid or post-pay customer. As a prepay customer, your active Moxee prepaid plan gives you access to our Service for a limited amount of time; you must use your Service during the designated period of availability. Any unused allotment of the Service from a designated time period will not carry over to the next time period (i.e., the Service does not roll-over). To use our prepaid Service, you must have a Moxee prepaid plan in good standing. Monthly plan features are available for one calendar month; we will notify you if the dates of your monthly service cycle and other dates related to your account change. Your monthly plan will automatically renew at the end of your monthly service cycle and your payment method on file will charged to prepay for the next month of service. If your Moxee prepaid Service is not paid for in advance each billing cycle, your prepaid Service will be suspended. If you do not reinstate prepaid Service within sixty (60) days, your phone number may be reallocated. If your account is deactivated for nonpayment it will be placed in suspend status for up to 60 days. If your account is not made current before the end of the 60 day suspend period, it may be canceled. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused minutes, SMS or data. You will not have access to your account or receive monthly bills if your account is cancelled.

ANYTHING ELSE?

Yes. Here are some additional terms that apply:

- **ENFORCEMENT OF OUR RIGHTS.** If we do not enforce our rights under the Agreement in one instance, it doesn't mean we won't or cannot enforce them in another instance.
- **SEVERANCE.** If any part of the Agreement is held invalid or unenforceable, then that part may be severed from the Agreement to the extent permitted under applicable law, and the remainder of the Agreement will remain in full force and effect.
- **ASSIGNMENT.** You cannot assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of the Agreement or of your debt will not change or relieve your obligations under the Agreement.
- **THIRD PARTIES**. The Agreement isn't for the benefit of any third party, except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest.

- **ENTIRE AGREEMENT.** The Agreement, together with our Privacy Policy https://collegiatemobile.com/privacy-policy/ and Broadband Internet Policy https://collegiatemobile.com/broadband-disclosure/ is the entire agreement between you and us regarding the rights you have with respect to your Service, except as may be additional provided under applicable law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents to modify the terms of the Agreement. For purposes of the Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" and (b) the word "or" is not exclusive.
- **ENGLISH VERSION CONTROLS.** The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, including Chinese and Spanish, the English version will control.
- **DMCA NOTICE.** Moxee respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored, or transmitted in connection with Moxee Services in a way that constitutes copyright infringement, in accordance with the Digital Millennium Copyright Act ("DMCA"), please tell us by providing the necessary information to our Copyright Agent at privacy@moxee.com. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in our sole judgment, to limit, suspend or terminate the Service of any subscriber, account holder, or user who is deemed to be a repeat infringer of copyrights.
- **INTELLECTUAL PROPERTY.** You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of Moxee or any other third party. Except for a limited license to use the Service, Products and/or Software, your purchase of the Services or Products does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of Moxee or others related to the Services and Products. This intellectual property may be used only with the Services or Products unless expressly authorized by Moxee. You agree that a violation of this section harms Moxee, which cannot be fully redressed by money damages, and that Moxee shall be entitled to seek immediate injunctive relief in addition to all other remedies available.
- **USE BY CHILDREN.** Children under the age of 13 should not be permitted to access the Services, Products, Device or Software unless allowed by an Account holder who is their legal guardian. By permitting a child to access Services, Products, Device or Software, you are giving your child access to all features (including email, texts, and device Software), the Internet, and a broad range of third-party content including social media. It is your sole responsibility to determine whether the features are appropriate for a minor. Moxee is not responsible for any content accessed by you or minors. In addition, Moxee does not guarantee the accuracy of any access controls available from or through Moxee, and you agree that you will not hold us liable for any loss or damage of any kind incurred as a result of the use of any such access controls.