

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

**Moxee Terms of Service and
Agreement to Arbitrate Disputes and Judge or Jury Trial Waiver**

Last Updated: June 26, 2025

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: **Moxee Mobile, Panda Mobile, Polar Mobile** and **Collegiate Mobile**. 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 service and the terms and conditions of service that govern the service(s) you purchased from us. These Terms of Service (“**Terms**”) 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, to be bound by these provisions.

Accepting these Terms means you also agree to our Privacy Notice, located at www.Moxee.com/privacy, which may be updated from time to time. Our Privacy Notice describes the information we collect, how that information may be used and shared, and the choices you have about certain uses of information.

GENERAL INFORMATION ABOUT THESE TERMS

WITH WHOM IS THIS AGREEMENT?

These Terms are an agreement between you on behalf of yourself, your Authorized Users, any person on your account, and any person you allow to use the Services, Product or your Device, and us, **Moxee Technologies, LLC**, and including our assignees, agents and third party beneficiaries (“**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 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 these things.

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 AND CONDITIONS?

In these Terms, You will find important information about:

- Our services provided to you ("**Service**");
- Any device or other equipment for which we provide Service or which we provide to you to be used with our Service, like a phone, handset, tablet, SIM card or eSIM, or accessory ("**Device**");
- Any feature, product, or solution that we provide to you, ("**Product**" or "**Feature**");
- Any charges, taxes, fees, and other amounts we charge you or that were accepted or processed through your Device ("**Charges**");
- Network management practices;
- Limitations of liability; and
- Resolution of disputes by individual arbitration and class action and jury trial waivers.

ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

Yes. Your "**Agreement**" includes these Terms; the additional terms 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 amended by us); specific terms and conditions to any additional Product(s) or promotions you select; and provisions linked to from these Terms. Sections marked “*” continue after termination of our Agreement with you.

You should be aware that our **Privacy Notice** and related policy, located at www.Moxee.com/privacy, and Broadband Internet Policy, located at _____, apply to the use of our Devices, Products and Services. We also provide a Privacy Dashboard at <https://www.Moxee.com/privacy-center/dashboard> that includes tools for you to manage your privacy choices and learn more about what data we collect about you. You might also have other agreements with us, such as promotion terms. The terms of these other agreements are also included in your Agreement with us.

***WHAT IS THE TERM OF THE AGREEMENT REGARDING THESE TERMS?**

These Terms continue for so long as you use the Service and, in the case of Sections marked a “*,” those Terms survive after you no longer use the Service. 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 that you have with us, such as installment plans, where your payments may be accelerated upon cancellation. Cancellation may also impact other services that are billed by Moxee as well as any subscriptions or **Features** you may have through us.

HOW DO WE NOTIFY EACH OTHER?

You may contact us at www.Moxee.com, by calling 1 at (888) 222-6056, or by writing to: Moxee Customer Relations, _____. We may deliver notices to you by mail, phone, or electronic means using your account information in our records. Electronic notices are considered delivered when sent. 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 for other purposes. If you would like to change it, contact us.

To begin arbitration or any other legal proceeding, you must serve our registered agent. Our registered agent is _____ and can be contacted at this address: 325 Harbour Cove, Suite 219, Sparks, NV 89434.

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

Yes. We may change, limit, suspend or terminate your Service or this Agreement at any time, including if you engage in any of the prohibited uses described in these Terms, no longer reside in a network coverage area we support, or engage in harassing, threatening, abusive or offensive behavior. If your Service, Product, or account is limited, suspended, or terminated and then reinstated, you may be charged a suspension and/or a reconnection 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 Device from working on our network. If the change to your Service, Product, or Rate Plan will have a material adverse effect on you, we will use reasonable commercial efforts to provide 14 days' notice of the change. You will agree to any change by using your Service or Product after the effective date of the change or your Service may be terminated. We may exclude 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.

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

Yes. We may contact you without charge, on any wireless telephone number assigned to your account for any purpose, including marketing, and in any manner permitted by law. You also expressly consent to be contacted by Moxee or our agents for any purpose, including billing and, collection, at any mailing address, telephone number, 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.

DISPUTE RESOLUTION

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

By accepting these Terms, you are agreeing to resolve any dispute with us through individual binding arbitration or small claims dispute procedures (unless you opt out), and to waive your rights to a jury trial and to participate in any class action suit.

***Individualized Dispute Resolution and Arbitration.* YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES, OF ANY NATURE,**

INCLUDING TORT AND STATUTORY CLAIMS, IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, PRIVACY OR DATA SECURITY PRACTICES, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, 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 THIS AGREEMENT AND CAN AWARD, ON AN INDIVIDUAL BASIS, THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES

This includes any claims against other parties relating to Services, Products, or Devices provided or billed to you (such as our suppliers, dealers, authorized resellers, or third-party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below).

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A PRODUCT OR DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the "Opt Out Deadline")**. You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by sending a letter to that effect to: 325 Harbour Cove, Suite 219, Sparks, NV 89434 or online at [the Moxee Privacy Center](#). **Any opt-out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim in arbitration or small claims court.**

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, 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 us in good faith. You and we each agree that neither of 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 Notify Each Other” Section below) and to the American Arbitration Association (“**AAA**”). The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflict with our agreement in these Terms, in which case these Terms will govern. 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 we will 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. If the arbitrator finds that either the substance of your claim or the relief sought

was frivolous, or that your claim was brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), 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. This Agreement authorizes 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 this 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 above 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. If you opt 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, mass, or representative proceeding without having complied with the opt out requirements above.

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 such 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.**

***WHAT LAW APPLIES TO THESE Terms?**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state or jurisdiction in which your billing address in our records is located, without regard to the conflicts of laws rules of that state or jurisdiction. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state or jurisdiction in which your billing address in our records is located, but not outside the U.S.

***ARE THERE ANY WARRANTIES?**

Generally, no. 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, Products, 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 your Service or your Device. While we strive to protect customer accounts, we do not guarantee security. You accept responsibility if you use your Service or Product as a means of security or authentication for other accounts. We cannot and do not promise uninterrupted or error-free Service and 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.

Services, Products, or Software, including Device software, interfaces, documentation, data and Content & Apps (collectively "Software") provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. When using these products, 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.

We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites you may be able to access by using your Device or the Services, even if charges for Content & Apps appear on your Moxee bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

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, deficiencies or problems with a Device or network coverage; (b) traffic or other accidents, or any health-related claims relating to our Services, (c) an interruption or failure in accessing or attempting to access emergency services from a Device; (d) interrupted, failed or inaccurate location information services; (e) information or communication that is blocked by a spam filter; (f) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or storage space from your use of Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (g) things beyond our control, including acts of God, riot, strike, war, terrorism, or government orders or acts.

***ARE THERE LIMITATIONS ON LIABILITY?**

Yes. To the extent permitted by 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 of us will seek any indirect, special, consequential, treble, or punitive damages from the other. These disallowed damages include, but are not limited to, damages arising out of unauthorized access or changes to your Account, Product, Service, or Device, or the use of your Account, Service, Product, 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 apply 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 by any criminal activity by someone unrelated to Moxee. You also agree we aren't liable for missed or deleted voicemails or other messages, for any information (like pictures) 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 extent permitted by law, you and we each also agree that all claims must be brought within 2 years of the date the claim arises.

WE ARE NOT PUBLISHERS OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES OR OTHER CONTENT AND ARE NOT RESPONSIBLE 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 directors, officers, and employees harmless from any claims arising out of use of the Services, Products, or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, an Authorized User, any person on your account, and any person you allow to use the Services, Product, or your Device.

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. We may introduce access to new technologies, features, or services that you can add for an additional charge. If any term in your Rate Plan conflicts with these Terms, such term in your Rate Plan governs.

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 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.

HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

An Authorized User is someone you establish as someone that can access and manage your Account. An Authorized User can:

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

The easiest way to designate an Authorized User is online through your Moxee doing business as account (i.e., Panda Mobile, Moxee Mobile, Polar Mobile or Collegiate Mobile). Keep in mind that you should not share your account validation information, which includes your PIN/passcode or other credentials we assign, with any third party. An Authorized User will need to verify identity before we provide access to account information. When calling us, this requires presentation of the account PIN/passcode. This information is sensitive so take steps to protect it. We will treat presentation of the proper account validation information as authorized access to an account.

CAN MOXEE ACCESS MY DEVICE?

Yes. We may remotely change Software, systems, applications, Features, or programming on your Device without notice. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. You will not be able to use your Device during the installation of the changes, even for emergencies. We may also remotely program or reconfigure your Device upon activation on our network or at other times and install additional software and apps.

Your Device may contain sensitive or personal information. We are not responsible for any information on your Device, including sensitive or personal information. At all times, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control including, but not limited to, relinquishing, exchanging, returning, or recycling your Device. By providing your Device to us, you agree that our employees, contractors, or vendors may access all information on your Device.

***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 and/or Products on your account, including while your service is suspended. You agree to provide us with accurate and complete billing and tax related information and to report all changes within 30 days of the change. You will receive an electronic (paperless) bill unless you tell us you want a paper bill. You have the option of switching to a paper bill by changing your billing preferences at www.my.Moxee.com or by contacting Customer Care.

Unless required by 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. This information is available at www.Moxee.com. We may charge a return payment fee at the highest amount permissible by 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 one-time 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. For no additional cost you can block third party charges from being included on your Moxee bill by logging into your account at www.my.Moxee.com or calling Customer Care.

Off-Rate Plan Charges. You may have to pay extra for calls to some numbers (e.g. conference & 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). For voice calls, we round up any fraction of a minute to the next full minute. Depending upon your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or at the time you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, 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. Additional blocking options are available at www.my.Moxee.com. Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and 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. You may be billed additional Charges for certain features and services. Charges for Wi-Fi usage may vary; see your Rate Plan for more details.

Taxes. 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. To determine taxes & fees, we use the street address you identified as your Place of Primary Use ("PPU"). If the tax laws require use of a different address, then we utilize the best information available to us to determine the correct address. Except as may be otherwise required by 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 surcharges applicable to your Rate Plan (“**Surcharges**”). Surcharges are not mandated or imposed on you by law, they are 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 will vary depending on the type of Service and the Rate Plan you have. Surcharges may change from time to time without notice regardless of any Rate Plan guarantee (and subject to our 14-day notice policy if 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 at www.myMoxee.com.

Other Fees. We may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). We will tell you if any of these 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 non-payment. If you do not pay on time, we may charge a late fee of up to the highest amount allowed by law. We may also charge a returned payment fee at the highest amount permissible by 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. If you fail to pay on time and we refer your account to a third party for collection, a collection fee will be assessed by Moxee and will be due at the time of the referral to the third party. The fee will be calculated as a percentage of the amount due to the extent permitted, or not otherwise prohibited, by applicable law. If we accept late or partial payments, you still must pay us

the full amount you owe, including late fees. 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 this Agreement or applicable law. Late payment, non-payment and/or collection fees are intended to be a reasonable advance estimate of our actual costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set. You and 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 small claims court, claims limited strictly to the collection of the past due amounts and any interest or costs of collection permitted by law or this Agreement. If your account is unpaid or otherwise 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?**

Yes. For many of our products and services, we may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may place a temporary or permanent account spending limit (“**ASL**”) on your account to limit the amount you can charge, regardless of when payment on those charges is due, and we may suspend your Services without prior notice if your account balance reached the ASL, even if your account is not past due.

AM I REQUIRED TO MAKE A DEPOSIT?

Maybe. We may require you to make a deposit or prepayment for Services. We can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. This deposit is refundable and will be applied as a credit to your account along with interest as may be required by law.

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

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting www.Moxee.com, by calling at (888) 222-6056, or by writing to Moxee Customer Relations, 325 Harbour Cove, Suite 219, Sparks, NV 89434. Unless otherwise provided by 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, 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, and Moxee will be released from all liability regarding said

dispute. Unless otherwise provided by 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 on Moxee's various branded rate plans, for many Rate Plans, 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. See your selected service or visit our Broadband Internet Policy page at _____ for details.

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

Yes. As our customer, your actual Service area, network availability, coverage and quality may vary 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, using a non-Moxee device, or if your Device no longer supports network technologies compatible with or available on Moxee's network or the networks of our roaming partners. 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 and 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.

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 Smartphone Mobile HotSpot (tethering) data and, for the vast majority of Rate Plans, further prioritizing the data usage of a small percentage of heavy data users (as defined in their Rate Plans) 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 will 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. 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.

***CAN I ROAM ON MY DEVICE?**

Domestic Roaming. If Roaming is part of your Rate Plan, your Device may connect to another provider's 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. Please do not abuse this; we may limit or terminate your Service if you do. Your device may also connect to another provider's secured Wi-Fi network. See **WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND SERVICE?** section for additional info.

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 voicemails left for you and for data usage). This includes per-minute rates for calls, and 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 throughput may be reduced, and your Service may be otherwise limited or terminated at any time 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 handset 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 are free to download and use content or applications ("**Content & Apps**") on your Device that are not provided by Moxee, at your own risk. Third party Content & Apps may require your agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our network without your knowledge, which may result in additional Charges (e.g., while roaming internationally.)

***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 you will not resell or modify the Device, or assist anyone doing so. Here 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 are not permitted to use your Device 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 applications that automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;

- Accesses the accounts of others without authority;
- 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) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage 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, either alone or as part of any other good or service;
- Tamper with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone's intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these Terms; or
- Attempts or assists or facilitates anyone else in any of the above activities.

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 local emergencies to Moxee customers in specifically defined geographic areas. Wireless alert capable handsets 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 your state and local government. Our handsets can make calls to 911 in the United States, and 911 access is available to customers regardless of your Rate Plan. The handset 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 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 your 911 call may be routed to. 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 our VoIP service, you must provide us with the primary street address at which the VoIP service or Wi-Fi Calling service will be used (“**Your E911 Registered Address**”). If you call 911 using a Moxee VoIP service, or Wi-Fi 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 accessing your MyMoxee.com account or by contacting Moxee Customer Care.

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 place 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;
- If there is a problem with the broadband network utilized, including network congestion; network, equipment or power failure, another technical problem, or during system updates or upgrades;
- If you use a non-native telephone number; and,
- If 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.

TTY Calls to 911. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice-over-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. Your Device's Software is licensed, not sold, to you by us 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 includes its software, interfaces, documentation, data, and Content & Apps, as each 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, or reverse engineer all or any part of the Software, or alter, disable, or circumvent any digital rights management security features embedded in the Software. The Software may not be transferable from one Device to another Device. You may not create derivative works of all or any part of the Software. You agree the Software contains 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 Software at any time without notice and will have no liability for doing so. You agree that your violation of the Software 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 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 usage charges incurred over your Rate Plan Charges, applicable taxes, fees, and surcharges before you notify us. If Charges are incurred before 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 the Charges you believe were unauthorized. 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-anti-theft-voluntary-commitment>.

ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?

The terms and conditions of these Terms apply to Moxee prepaid customers if offered on one of our Rate Plans. Your Moxee prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service, you must have a Moxee prepaid Service account balance for pay-as-you-go service or be on an active prepaid plan. Service automatically activates 90 days after purchasing service unless you activate earlier. Service will be suspended when your account balance reaches zero and/or you are at the end of the time associated with your prepaid plan. 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 if you have a sufficient Moxee prepaid Service account balance to cover your prepaid Service plan before the first day after your Service cycle. If you do not have a sufficient Moxee prepaid Service account balance, your prepaid Service will be suspended unless we agree you can move to a pay-as-you-go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. 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 airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills.

ANYTHING ELSE?

Yes. Here are some additional terms that apply:

- **ENFORCEMENT OF OUR RIGHTS.** If we do not enforce our rights under this Agreement in one instance, it doesn't mean we won't or cannot enforce them in another instance.

- **SEVERANCE.** If any part of this Agreement is held invalid, then that part may be severed from the Agreement.
- **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 this Agreement or your debt will not change or relieve your obligations under this Agreement.
- **THIRD PARTIES.** This 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 is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents.
- **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.** If you believe that any material residing on our system or network infringes your copyright, notify Customer Care. 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.