

T-Mobile Terms & Conditions
Effective as of March 1, 2021

Thanks for choosing T-Mobile. Please read these Terms & Conditions (“T&Cs”), which contain important information about your relationship with T-Mobile, including mandatory arbitration of disputes between us, instead of class actions or jury trials. You will become bound by these provisions once you accept these T&Cs.

WHO IS THIS AGREEMENT WITH?

These T&Cs are an agreement between you and us, T-Mobile USA, Inc., and our controlled subsidiaries, assignees, and agents.

HOW DO I ACCEPT THESE T&Cs?

You accept these T&Cs 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; or
- opening the Device box.

If you don’t want to accept these T&Cs, don’t do any of these things.

When you accept, you’re telling us that you are of legal age (which means 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 for an organization, you’re telling us that you are authorized to bind that organization, and references to “you” in these T&Cs may mean the organization.

WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

In these T&Cs, you’ll find important information about:

- T-Mobile services provided to you (“Service”);
- Any equipment for which we provide Service or which we provide to you to be used with our Service, such as a phone, handset, tablet, SIM card, or accessory (collectively, a “Device”);
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device (“Charges”);
- Privacy information;
- Network management practices;
- Limitations of liability; and
- Resolution of disputes by arbitration and class action and jury trial waivers.

ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

On Demand Lease Yes. Your “Agreement” includes these T&Cs, the additional terms found in your Rate Plan, your Data Plan, your service agreement, and provisions linked to from these T&Cs. Sections marked “*” continue after termination of our Agreement with you.

You should be aware that our Privacy Policy, located at www.T-Mobile.com/privacy, and Open Internet Policy, located at www.T-Mobile.com/OpenInternet, apply to the use of our products and services. You might also have other agreements with us, such as an equipment installment plan or JUMP! Agreement.

***HOW DO I RESOLVE DISPUTES WITH T-MOBILE?**

By accepting these T&Cs, you are agreeing to resolve any dispute with us through 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. For additional terms and conditions governing a dispute between us, including how to dispute Charges assessed to you on your bill, choice of law, disclaimers of certain

warranties, limitations of liabilities, and your indemnification obligations, see “Other Terms Regarding Dispute Resolution” below.

Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, 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). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

For Puerto Rico customers, references to "small claims court" should be understood to mean the Puerto Rico Telecommunications Regulatory Board (“TRB”) for matters within the jurisdiction of said agency. See **OTHER TERMS REGARDING DISPUTE RESOLUTION** for details on the billing dispute process in Puerto Rico.

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 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 calling 1-866-323-4405 or online at www.T-Mobiledisputeresolution.com. **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 any and 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 to the address provided in the “How Do We Notify Each Other” Section below. You and we each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time.

If we are unable to resolve your claim 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 conflicts with our agreement in these T&Cs, in which case these T&Cs will govern. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. 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. The arbitration of all disputes will be conducted by a single arbitrator, who shall 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 shall 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 shall 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. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration, and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek attorneys' fees in arbitration even if permitted under applicable law.

Class 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 we believe that any claim you have filed in arbitration or in court is inconsistent with this limitation, then you agree that we may seek an order from a court determining whether your claim is within the scope of this class action waiver. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other 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, or representative proceeding without having complied with the opt out requirements above.**

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

WHAT IS A RATE PLAN?

Your "Rate Plan" includes your Service allotments, for example, for minutes, messages or data, rates and other terms. T-Mobile 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 T&Cs, the term in your Rate Plan governs.

HOW WILL I BE CHARGED FOR DATA USAGE?

Data service may be included in your Rate Plan or data pass 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. You can check your current usage by visiting my.T-mobile.com or by using a short code from your device (you can find more information about the short code at www.t-mobile.com). Sprint customers can check current usage by logging into your account at Sprint.com, or by using the My Sprint app. If you do not have a Data Plan, your Device may not be able to access data services.

HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?

If you want someone else to be able to access and manage your account, you can establish them as an "Authorized User," so they can:

- Make changes to your account;
- Add or remove services or features to your account;
- Receive notices and disclosures on your behalf;
- Purchase Devices for use with our Service, including under an installment plan; and
- Incur Charges on your account.

The easiest way to designate an Authorized User is online through your my.T-mobile.com account. Keep in mind that you should not share your account validation information, which includes the last four digits of your social security number or your PIN/passcode. An Authorized User will need to verify identity before we provide access to account information. When calling us, this requires presentation of the last four

digits of the primary account holder's social security number or 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.

WHERE, HOW, AND WHEN DOES MY SERVICE WORK?

These T&Cs 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. Please check our coverage maps, which approximate our anticipated coverage area outdoors. 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 T-Mobile or Sprint 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 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 T-Mobile or Sprint 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 Open Internet page at the link below for details. We prioritize smartphone and mobile internet (tablet) over Smartphone Mobile HotSpot (tethering) traffic on our network. We utilize streaming video optimization technology in our networks to help minimize data consumption while also improving the service experience for all customers. For example, a small number of Rate Plans experience video optimization via the Binge On feature. Some qualifying video providers may choose to opt-out of the Binge On program. For a list of opt-out providers visit <http://www.t-mobile.com/offer/binge-on-streaming-video.html#>. The Binge On optimization technology is not applied to the video services of these providers, and high-speed data consumption will continue as if Binge On were not enabled. Additionally, we may implement other network practices, to ensure optimized network performance as technologies evolve. For example, some plans may offer gaming or audio streaming at standard or at high definition. Our Open Internet Policy, located at www.T-Mobile.com/OpenInternet, includes important information on these topics as well as information on commercial terms and performance characteristics (such as expected speed, latency and network practices.)

Using Our Networks

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

As our customer, your actual Service area, network availability, coverage and quality may vary based on a number of factors, including your selected service, network capacity, terrain, weather, if you are on a private or public Wi-Fi network, using a non-T-Mobile device, or if your Device no longer supports network technologies compatible with or available on T-Mobile's network. 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.

We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. In those cases, customers who choose certain rate plans may notice speeds lower than customers on other T-Mobile or Sprint branded rate plans, which are prioritized higher on our networks. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile or Sprint branded plans and minimize capacity issues and degradation in network performance, 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), 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 the vast majority of 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. Visit www.T-Mobile.com/OpenInternet for details and for current data amount subject to this practice.

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

Domestic Roaming. Your Device may connect to another provider's network ("Off-Net"). This may happen even when you are within the T-Mobile 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 THE SERVICE?** section for additional info.

International Roaming & Dialing. 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; visit <http://www.t-mobile.com/optional-services/roaming.html> 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. (or Puerto Rico), 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. For information on international access, rates, services, and coverage, visit <http://www.t-mobile.com/optional-services/roaming.html>. 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.

STREAMING VIDEO

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. However, the T-Mobile network offers content providers a way to opt-in to a protocol to help identify video downloads and ensure they are not treated as streaming video. Customers may have Rate Plans where video optimization is delivered at DVD quality (typically 480p), with the ability to add a feature where video streams at speeds that provide HD video capability (typically 1080p). Alternatively, customers may have Rate Plans that offer video optimization as a customer-controlled feature (e.g., "Binge On") to toggle on or off DVD-quality video optimization. Some qualifying video providers may choose to opt-out of the Binge On program, see listing at <http://www.t-mobile.com/offer/binge-on-streaming-video.htm#>. The Binge On optimization technology is not applied to the video services of these providers, and high-speed data consumption will continue as if Binge On were not enabled. For more information about video optimization, visit our Open Internet Policy located at www.T-Mobile.com/OpenInternet.

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

You agree to pay all Charges we assess and bill you or that were accepted or processed through all Devices on your account. 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 at no cost to you by changing your billing preferences at www.my.T-Mobile.com or by contacting Customer Care. For more information about paperless billing, please visit www.t-mobile.com/billterms.

Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your T-Mobile bill. For no additional cost you can block third party charges from being included on your T-Mobile bill by logging into your account at www.my.T-Mobile.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.).

Here is more information about how we bill for calls, data usage and messaging, Wi-Fi usage, third party charges, taxes, and surcharges.

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.T-Mobile.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”), unless the tax laws require use of a different address in which case we utilize the best information available to us to determine the correct address. The PPU for **Puerto Rico customers** must be in Puerto Rico. 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, 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 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 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 are not mandated or imposed on you by law, they are T-Mobile 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 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”, “T-Mobile Fees and Charges” or the “Other Charges” sections of your bill or at www.myT-Mobile.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 DON'T 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 T-Mobile 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. 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.

***DOES T-MOBILE 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.

AMI REQUIRED TO MAKE A DEPOSIT?

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.

CAN T-MOBILE ACCESS MY DEVICE?

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.

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 T-Mobile, 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).

***LICENSE**

Your Device’s Software is licensed, not sold, to you by T-Mobile 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 T-Mobile, its licensors, and/or other third parties. T-Mobile, its 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 T-Mobile, its licensors, and/or other third parties, that this harm cannot be fully redressed by money damages, and that T-Mobile, its licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

***WHAT IS THE TERM OF THESE T&Cs?**

As the Un-Carrier, we did away with annual service contracts. You are free to go, although we’d be sad to see you leave. You are responsible for all Charges incurred through the end of your Service term. If you port your number to another carrier, your Service will be deactivated. In addition, cancellation of Service may affect other agreements that you have with us, including equipment installment plans or lease agreements where some of your payments may be accelerated upon cancellation.

CAN T-MOBILE CHANGE OR TERMINATE MY SERVICES OR THIS AGREEMENT?

Yes. Except as described below for Rate Plans with the price-lock guarantee (including the “Un-Contract Promise”), 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 below under “What are the permitted and prohibited uses for my Device and the Service?” or no longer reside in a T-Mobile-owned network coverage area. Under certain limited circumstances, we may also block your device from working on our network. If the change to your Service or Rate Plan will have a material adverse effect on you, we will provide 14 days’ notice of the change. You’ll agree to any change by using your Service after the effective date of the change. 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.

If you are on a price-lock guaranteed Rate Plan, we will not increase your monthly recurring Service charge (“Recurring Charge”) for the period that applies to your Rate Plan, or, if no specific period applies, for as long as you continuously remain a customer in good standing on a qualifying Rate Plan. If you switch plans, the price-lock guarantee for your new Rate Plan will apply (if there is one). The price-lock guarantee is limited to your Recurring Charge and does not include, for example, add-on features, taxes, surcharges, fees, or charges for extra features or Devices. If your Service or account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee. For information about our unlocking policy, visit www.t-mobile.com/responsibility/consumer-info/policies/sim-unlock-policy.

***YOUR CONSENT TO BE CONTACTED**

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 T-Mobile 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 T-Mobile 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.

HOW DO WE NOTIFY EACH OTHER?

You may contact us at www.T-Mobile.com, by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers** you may contact us at www.T-Mobile.com, by calling 1-800-937-8997 or 611 from your Device, or by writing to: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. T-Mobile 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 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 Corporation Service Company and can be contacted at 1-866-403-5272. For **Puerto Rico customers**, our registered agent is Fast Solutions, LLC and can be contacted at Citi Tower, 252 Ponce de Leon Avenue, Floor 20, San Juan, Puerto Rico, 00918, phone: 1-787-688-5881.

EMERGENCY ALERTS

T-Mobile 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 T-Mobile 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. For details visit www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

911 ACCESS

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. T-Mobile handsets are capable of making 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 T-Mobile 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 T-Mobile 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.

Wi-Fi Calling. Wi-Fi Calling services use a broadband internet connection to make calls, including calls to 911. Calls to 911 using Wi-Fi Calling operate differently than 911 calls made over a cellular network or a landline phone. If possible, use a cellular connection or a landline phone to place any 911 calls. If a cellular connection is available when you place a 911 call, your handset will make the 911 call using the handset's native dialer over the cellular connection to improve call quality and location accuracy even if you have Wi-Fi Calling services enabled.

When you first enable Wi-Fi Calling on T-Mobile, you must provide us with the primary street address at which the Wi-Fi Calling service will be used ("Your E911 Registered Address"). If you call 911 over Wi-Fi, 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. However, because of the limitations associated with Wi-Fi 911 calling, including the fact that the broadband internet connection utilized may be supplied by a third-party unaffiliated with T-Mobile, you should provide the 911 Communications Center with your contact information and current location. **You agree to update Your E911 Registered Address before you use the Wi-Fi Calling service at a location different from Your E911 Registered Address.** You can update Your E911 Registered Address by accessing your MyT-Mobile.com account or by contacting T-Mobile Customer Care.

Text-to-911. Text-to-911 service may be available in some locations where T-Mobile 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, T-Mobile recommends that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. T-Mobile Real-Time Text ("RTT") technology is also available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/responsibility/consumer-info/accessibility-policy.

VoIP Services

Some T-Mobile voice services, including Wi-Fi Calling services, utilize Voice over Internet Protocol (“VoIP”) technology. VoIP telephony is fundamentally different from traditional telephone service and has 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 T-Mobile VoIP services 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, power failure, another technical problem, or during system updates or upgrades; and
- If you have lost electrical power.

Before using any T-Mobile VoIP service, you must provide us with Your E911 Registered Address. If you call 911 using a T-Mobile VoIP 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 T-Mobile VoIP service at a different location.** You can update your E911 Registered Address by accessing your MyT-Mobile.com account or by contacting T-Mobile Customer Care.

In some circumstances when using a T-Mobile VoIP service, we may not be able to provide 911 Communications Centers with your correct current location. If you make a 911 call using a T-Mobile VoIP service, you should always provide the 911 Communications Center your contact information and current location.

In some limited circumstances, such as when a user makes a call from an area not covered by the 911 network, users may have limited access, or no access, to either basic 911 or E911. If the user does not have access to either basic 911 or E911, calls to 911 using T-Mobile VoIP services will be sent to a national emergency call center. A trained agent at the national emergency call center should ask for the name, telephone number and location of the user calling 911, and then contact the local 911 Communications Center to request help for the user.

PARENTAL CONTROLS

We offer services that help you to monitor and filter, or restrict, internet access to minors. See T-Mobile.com for details.

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

Our wireless network is a shared resource, which we manage for the benefit of all of 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 buy, lease, or finance 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 will not resell or modify the Device, or assist anyone doing so. Here are examples of permitted and prohibited uses.

Permitted uses include:

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;

- 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 which 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;
- Tampers 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 T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

***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 in excess of 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 of these T&Cs apply to prepaid customers. Your T-Mobile 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 T-Mobile 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 period 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 T-Mobile 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 T-Mobile prepaid Service account balance, your prepaid Service will be suspended unless you 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. Coverage specific to our prepaid Service may be found at <https://prepaid.t-mobile.com/prepaid/coverage-map> and differs from coverage related to our postpaid Service.

OTHER TERMS REGARDING DISPUTE RESOLUTION

***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.T-Mobile.com, by calling 800-937-8997 or 611 from your Device, or by writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers:** You may contact us at www.T-Mobile.com, by calling 1-800-937-8997 or 611 from your Device, or by writing to us at: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. If this does not fix things, please notify us in writing. 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 don't, 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 T-Mobile shall be released from any and all liability regarding said dispute. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

Puerto Rico customers: Unless otherwise provided by law or these T&Cs, for billing disputes, you must notify us not later than 20 days from the date the disputed bill was sent to you. If you don't, you may not pursue a claim in arbitration or with the TRB. We will provide you with a determination regarding the billing dispute you present to us within 20 days after we receive it. You will have 20 days from the mailing date of the notification to request a reconsideration of our determination. You may appeal our determination to the TRB by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed

handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: B-7 Calle Tabonuco Suite 7000, Guaynabo, Puerto Rico 00969, Attn: Customer Care Manager. You must send your petition for review to the Puerto Rico Telecommunications Regulatory Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. The TRB will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulations 8065 promulgated on August 31, 2011 by the TRB regarding the procedures for customer's dispute resolution and suspension of Services.

***Choice Of Law**

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.; or Puerto Rico.

***Disclaimer Of Warranties.** Except for any written warranty that may be provided with a T-Mobile Device you purchase from us, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, including security or authentication purposes, concerning your Service or your Device. While T-Mobile strives to protect customer accounts, T-Mobile does not guarantee security. You accept responsibility if you use your Service as a means of security or authentication for other accounts. For more information, please review our Privacy Policy at <https://www.t-mobile.com/privacy-center/our-practices/privacy-policy>. We can't and don't promise uninterrupted or error-free Service and don't authorize anyone to make any warranties on our behalf. This doesn't deprive you of any warranty rights you may have against anyone else. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

Services or 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 T-Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

***Limitation of Liability.** 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, Service, or Device, or the use of your Account, Service, 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 by any criminal activity by someone unrelated to T-Mobile. 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.

***Indemnification.** 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 or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account, or any person you allow to use the Services or your Device.

***WHAT ELSE DO I NEED TO KNOW?**

Here are additional terms that apply to you.

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. If any part of the Agreement is held invalid that part may be severed from the Agreement.

You can't 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.

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.

The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control.

If you believe that any material residing on our system or network infringes your copyright, notify our Designated Agent by using the Digital Millennium Copyright Act (DMCA) notice procedure described at www.t-mobile.com/responsibility/legal/copyright (<http://es.t-Mobile.com/responsibility/legal/copyright> for our Spanish website). Our Designated Agent is Copyright Agent, 12920 S.E. 38th Street, Bellevue, WA 98006; copyrightagent@t-mobile.com; phone: 425-383-4000. 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.