



## CUSTOMER AGREEMENT FOR WIRELESS SERVICES BY STREAM COMMUNICATIONS, LLC

Effective as of April 11, 2019

This Customer Agreement (“Agreement”) for wireless and/or mobile services is between Stream Communications LLC (hereinafter referred to as “Stream,” “we,” “us,” or “our” and the person or entity that is the customer of record (hereinafter “customer,” “you” or “your”).

**BY USING OUR SERVICES, YOU ACCEPT ALL TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY TERMS OF THIS AGREEMENT, PLEASE CEASE USING THE SERVICES AND PROMPTLY CONTACT STREAM TO CANCEL YOUR ACCOUNT. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION (SEE SECTION 3.6). THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

This Agreement, including the Stream Privacy Policy located at [www.mystream.com](http://www.mystream.com), your specific plan terms including the rate plan, device charges and other terms provided in the pages where you selected your features as well as the terms of service for wireless products, features, applications, and services (“Services”) not otherwise described herein that are posted at [www.mystream.com](http://www.mystream.com) or on devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and Stream and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement is binding when Service is activated to your specific telephone number(s) (each a “Number”). The term “Device” means the wireless transmitting and receiving equipment programmed with the Number. Wireless Service(s) by Stream may be used with (a) a mobile device that contains a SIM that is assigned to your Stream account and/or, (b) a device that is designed and purchased for use on our host network.

We will ask you, and you agree to provide us, with certain personal and other information in order for us to provide the Services to you, such as your contact details (in order to deliver invoices and other communications to you) and information we require to process your payments, such as your credit card information. You need to provide us with current, complete and accurate information, and keep us up-to-date as soon as your information changes. All personal information that you provide to us will be administered by us in accordance with our privacy policy, as amended from time to time. By activating the Services, you consent to us disclosing your personal and other information in accordance with our privacy policy, as amended from time to time.

We reserve the right (but have no obligation) to monitor usage of the Services and disclose information in order to satisfy legal, regulatory or governmental requirements, to properly administer the Services and to safeguard the Services, any data, software, networks or equipment used to provide the Services and our customers.

When you activate your Service, you will be provided with a telephone number or you may, in some circumstances, transfer your wireless number from another carrier using the WLNP process. Please note that You have no ownership rights to any telephone number, IP address or any other identifier associated with your Service and You acknowledge and agree that we may change any such number, IP address or other identifier associated with your Service at any time without prior notice to You.

### **1.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT**

#### **1.1 What Is The Term Of My Service?**



Your Agreement begins on the day we activate your Service(s) and continues through the day your Service is terminated by you or us pursuant to the terms of this Agreement. There is no requirement that you maintain service for a specific term length.

### **1.2 What are My Rights to Cancel Service and Terminate My Agreement?**

You may terminate your Agreement for any reason, but you agree to pay Stream for all fees, charges, and other amounts incurred and owed under your Agreement through the termination date. You may terminate your Service by visiting the Stream website at [www.mystream.com](http://www.mystream.com) or by contacting our customer service department at 877-743-5893. Any activation fees are not refundable. Promptly upon termination of this Agreement for any reason, you agree to return to Stream any Device you leased, purchased, or received from Stream in accordance with the instructions provided by Stream. If you fail to return a Device, you will be charged the difference between the total amount you paid Stream for the Device prior to termination and the value of the Device when purchased new as determined by Stream.

### **1.3 What are Stream's Rights to Cancel My Service(s) and Terminate My Agreement?**

Stream may interrupt, delay, suspend, or cancel your Services and terminate your Agreement without advance notice for any reason including, but not limited to, the following:

- Any conduct that we believe violates this Agreement or Stream's Acceptable Use Policy, which can be found at [www.mystream.com](http://www.mystream.com);
- Any conduct that involves the use of abusive, derogatory, insulting, threatening, vulgar or similarly unreasonable language or behavior directed at any of our employees or representatives whether it be in person, over the phone, or in writing;
- You use your Device and/or our Services for any unlawful, unauthorized, abusive, or fraudulent purpose or assist others to use the Device and/or our Services for any unlawful, unauthorized, abusive, or fraudulent purpose.
- You use your Device and/or our Services in any way that: (a) is harmful to, interferes with, or negatively affects our network, other customers, or the network of any other provider, (b) is harmful to, interferes with, or negatively affects our Services or operations, (c) infringes intellectual property rights of Stream or others, (d) results in the publication of threatening, offensive or illegal material, or (e) generates spam or other abusive messaging or calling, a security risk, or a violation of privacy;
- You fail to make all required payments when due;
- Your credit has deteriorated and/or we believe that there is a risk of non-payment;
- You refuse to pay any required advance payment or deposit;
- We discover that you are under age;
- You provide inaccurate or misleading credit information; or
- You modify your Device from its manufacturer's specifications.

Stream's rights under this Section 1.3 are in addition to any specific rights that we reserve in other provisions of this Agreement to interrupt, suspend, modify, or cancel your Services and terminate your Agreement. If your account is cancelled by you or Stream, you remain liable for all charges through the end of the billing cycle in which termination occurred. Any unused Services which exist at the time of termination will not be refunded. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) may be reported to the appropriate legal authorities for prosecution.

### **1.4 Can Stream Change My Terms And Rates?**

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Services at any time. We will provide you with notice of material changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates, administrative charges, or any other charges beyond our control). You agree to pay any additional charges from the date of Service modification (even if you paid for your Service in advance). You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations.



IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN THE PAGES WHERE YOU SELECTED YOUR FEATURES, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA OF SERVICE (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT.

### **1.5 How Will I Receive My Bill? What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Bill?**

You are responsible for paying all charges for, or resulting from, Services provided under this Agreement, including any activation fee that may apply to each voice or data line. Each month, you will receive an electronic (paperless) bill from Stream delivered to your official email address on file with Stream. You are required to keep your email address current and to notify us immediately of any change in your email address. Monthly bills are required to be paid in full (including any disputed amounts) by the due date shown on your invoice. Billing cycle dates may change from time to time. If you have authorized charges to a credit card, debit card or checking account (collectively "Financial Account"), no additional notice or consent will be required before billing to that Financial Account. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST NOTIFY US IN WRITING AT

14675 Dallas Parkway Suite 150 Dallas, Texas 75254 WITHIN 60 DAYS OF THE DATE OF THE BILL OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges (e.g., Property Tax Allotment applied with respect to your Number), optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your Number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Stream.

If your Device is lost or stolen, you will be responsible for all charges incurred on your number until you terminate Service. You also remain responsible for paying your monthly Service fee if your Service is suspended for nonpayment.

To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed Services area, we may reasonably designate a PPU within the licensed Services area for you. You must live and have a mailing address within one of Stream's host carrier owned network coverage areas.

### **1.6 How Does Stream Calculate My Bill?**

Usage and monthly fees will be billed as specified in your customer service summary or rate plan information online. You may order a Device that will be shipped to you and your Services may be activated before you take delivery of the Device so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Device is still in transit. You agree to pay for all services used with your Device.

DATA TRANSPORT OR USAGE IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT OR USAGE IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. STREAM CALCULATES A FULL KILOBYTE OF DATA TRANSPORT/USAGE FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT/USAGE USED ON EACH DATA SESSION. TRANSPORT OR USAGE IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE



MEASURED KILOBYTES. DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, AS DISCUSSED IN MORE DETAIL IN SECTION 6.4.

If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for detailed information about your usage of Services.

Billing of usage for calls, messages, data or other Services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Services allotments for the month when the usage is actually billed, and may result in additional charges for that month.

### **1.7 Are Advance Payments And/Or Deposits Required?**

We may require you to make deposits or advance payments for Services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict Services or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Services until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain Services. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

### **1.8 What if I fail to pay my Stream Bill when it is due?**

You expressly authorize, and specifically consent to allowing, Stream and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Stream to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to Stream. You agree and acknowledge that any e-mail address or any other electronic address that you provide to Stream is your address (i.e., belongs to you) and that your email account is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. We will charge you up to \$30 (or less, depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

### **1.9 Who Can Access My Account and for What Purpose?**

You authorize us to provide information about and to make changes to your account, including the purchase of Products and/or Services, upon the direction of any person you identify as authorized user who is able to provide your designated password or appropriate identification verification information. Such access will include, but is not limited to, the ability to view your account information, make changes to the plans under your account, perform upgrades, view payment information, etc. You may make changes to your authorized users and password by calling Stream.

You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information.

## **2.0 HOW DO I RESOLVE DISPUTES WITH STREAM?**

### **2.1 Dispute Resolution By Binding Arbitration**



**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 877-743-5893. IN THE UNLIKELY EVENT THAT STREAM'S CUSTOMER SERVICE DEPARTMENT IS UNABLE TO RESOLVE A COMPLAINT TO YOUR SATISFACTION (OR IF STREAM HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Moreover, in arbitration you are entitled to recover attorneys' fees from Stream to at least the same extent as you would be in court.

**2.2 Arbitration Agreement**

(1) Stream and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or marketing);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "Stream," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND STREAM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Stream should be addressed to: Stream, 14675 Dallas Parkway Suite 150 Dallas, Texas 75254: Attn: General Counsel ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Stream and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Stream may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Stream or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Stream is entitled.

(3) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless Stream and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address.





(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND STREAM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Stream agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

### **3.0 TERMS RELATING TO YOUR DEVICE AND CONTENT**

#### **3.1 Your Device**

You are responsible for all phones and devices containing a SIM assigned to your Device. Your Device must be compatible with, and not interfere with, our Services and must comply with all applicable laws, rules, and regulations. Stream and/or our host network provider may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually.

You agree to safeguard the SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. Any violation of the restrictions on the use of your SIM card that are contained in this section may result in the immediate termination of your Service without notice. Stream, or its Service providers, may, from time to time, remotely update or change the encoded information on your SIM card.

When you activate your Service, you will be provided with a Number or you may, in some circumstances, port-in a Number from another carrier. Please note that you have no ownership rights to any telephone Number, IP address or any other identifier associated with your Service and you acknowledge and agree that we (or our host network provider) may change any such Number, IP address or other identifier associated with your Service at any time without prior notice to you.

You agree that you will not make any modifications to your Device or its programming to enable the Device to operate on any other system. Stream or its host network provider may, at its sole and absolute discretion, modify the programming to enable the operation of the Device on other systems. No amplifier, enhancer, repeater, or other device or system may be used or installed on the wireless network without our prior approval and the approval of our host network, if required.

Some functions and features reference in the manufacturer's manual provided with your phone may not be available on your Service. Certain mobile phone features may not be available throughout the entire network or their functionality may be limited.

If you bought a Device from Stream, it may have been programmed with a SIM lock which will prevent it from operating with other compatible wireless telephone carriers' services. If you wish to use this Device with the service of another wireless telephone carrier, you must enter a numeric Unlock Code to unlock the phone. Stream will provide the process for obtaining the Unlock Code upon request, provided that you meet certain criteria including, but not limited to the following: (a) you have paid for your Device in full; (b) your account is in good standing (i.e. it has no past due amount or unpaid balance owed to Stream); (c) your Device has not been reported lost or stolen; and (d) Stream has the Unlock Code or one can reasonably obtain it from the manufacturer. Stream will unlock a maximum of five phones per account, per year. For further details on eligibility requirements and for assistance on obtaining the Unlock Code for your handset, please call our customer service department.

You are solely 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.

#### **3.2 Where and How Does Stream Service Work?**



The wireless telecommunications networks used to transmit calls for the Services purchased herein are owned and operated by various licensed commercial mobile radio service providers (“Carriers”), not Stream.

The wireless Services provided by Stream include: (a) voice service with included U.S. Domestic (Mobile) (local, intrastate and interstate) calling (but voice service does not include International calls unless you signed up for a Stream international calling plan subject to Stream International Long Distance Service Terms and Conditions below), (b) Data Services, (c) Short Messaging Service, (d) regular and advanced features as determined by Stream, in its sole discretion, from time to time, and (e) other advanced features or premium features which Stream, in its sole discretion, may add or offer from time to time.

Stream does not guarantee availability of any wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside Stream’s host network coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary based on the network technologies of our host network. See coverage map(s) on our website. Actual data speeds depend upon your Device characteristics, existing network conditions, network availability and coverage levels in your local area, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

### **3.3 What Information, Content, And Applications Are Provided By Third Parties?**

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

STREAM IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Stream’s content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by Stream, its host network provider or any content providers or other third party. Delays or omissions may occur. Neither Stream nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Stream, host network providers, affiliates or content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

### **3.4 How Can I Get Mobile Content?**

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from other companies (“Content”). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, and that these charges will appear on your bill (including charges on behalf of other companies). Any person using any Device assigned to your account to order Content on your account may be deemed to have corresponding authority to consent to the use or disclosure of your account information, including customer proprietary network information (“CPNI”), to



facilitate the processing or provisioning of and/or billing for such Content. CPNI is information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service, and you have the right, and Stream has the duty under federal law, to protect the confidentiality of CPNI. You have the right to withhold authorization of this disclosure and use of your CPNI without affecting the provision of any service(s) to which you currently subscribe from Stream.

You are responsible for reviewing your monthly bills to ensure that all charges for Content are accurate.

Additionally, you have full-time access to your Content purchase transaction history on our website. You may contest and seek refunds for unauthorized purchases and purchases with which you are not satisfied. Stream reserves the right to restrict Content purchases or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses this Service.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data plan and such charges appear separately on your bill. You will be charged each time you download Content. Data Service charges apply.

### **3.5 Am I Responsible If Someone Makes A Purchase With My Device?**

Except as otherwise provided in this Agreement, if your Device is used by others to make Content purchases you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

- 1) make Content purchases from those Devices, and to incur charges for those Content purchases that will appear on your bill;
- 2) give consent required for that Content, including the consent to use that user's location information to deliver customized information to that user's Device; or
- 3) make any representation required for that content, including a representation of the user's age, if requested.

### **3.6 Does Stream Collect Location-Based Network Performance Information From My Device? Can I Use Location-Based Services With My Device?**

Stream (and its host network providers) may collect information about the approximate location of your Device in relation to our cell towers and the Global Positioning System (GPS). This information, as well as other usage and performance information also obtained from our network and your Device, may be used to provide you with wireless voice and data services, and to maintain and improve the network and the quality of your wireless experience. Location information may also be used to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that we may collect and use location information from Devices.

Your Device is also capable of using optional Content at your request or the request of a user on your account, offered by third parties that make use of a Device's location information ("Location-Based Services"). Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected.

Assuming it is available, our directory assistance service (411) may use the location of a Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

### **3.7 What If My Device Is Lost Or Stolen?**

If your wireless Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. You are not liable for charges you did not authorize, but the fact that a call was placed from your Device is





evidence that the call was authorized. Once you report to us that the Device is lost or stolen, you will not be responsible for subsequent charges incurred by that Device.

You can report your Device as lost or stolen and suspend Services without a charge by contacting us at the phone number listed on your bill. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We both have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device. (California Customers see Section 11.1 "California: What if there are Unauthorized Charges Billed to My Device?" below.)

#### **4.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE**

##### **4.1 What Are The Limitations On Service And Liability?**

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, Device modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion.

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. Stream is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. Stream is not responsible for loss or disclosure of any sensitive information you transmit. Stream's services are not equivalent to wireline Internet. Stream is not responsible for nonproprietary services or their effects on devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

**WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.**

**AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. STREAM MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL STREAM BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:**

- (a) act or omission of a third party;
- (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;
- (c) damage or injury caused by the use of Services, Software, or Device, including use in a vehicle;
- (d) claims against you by third parties;
- (e) damage or injury caused by a suspension or termination of Services or Software by Stream; or
- (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.



Unless prohibited by law, Stream isn't liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Devices provided by or through Stream, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold Stream and its officers, directors, employees, successors and assigns, and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Stream or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF OUR HOST NETWORK PROVIDER, or any violation by you of this Agreement. This obligation shall survive termination of your Service with Stream. Stream is not liable to you for changes in operation, equipment, or technology that cause your Device or Software to be rendered obsolete or require modification.

SOME STATES DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **4.2 How Can I Use My Stream Service?**

All use of the host wireless network and Services are governed by Stream's Acceptable Use Policy, which can be found at [www.mystream.com](http://www.mystream.com), as determined solely by Stream. Stream can revise its Acceptable Use Policy at any time without notice by updating this posting.

#### **4.3 Who Is Responsible For Security?**

Stream DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by Stream. If you use your Device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

#### **4.4 How Can I Use the Software?**

The software, interfaces, documentation, data, and content provided for your Device as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by Stream or its host network provider (hereinafter "Software") is licensed, not sold, to you by Stream and/or its licensors/suppliers for use only on your Device. Your use of the Software shall comply with its intended purposes as determined by us.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by Stream and/or its licensors/suppliers.

Stream and its licensors/suppliers 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 acknowledge Stream's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

#### **4.5 How Can I Use Another Carrier's Network (Off-Net Usage)?**

##### **4.5.1 Voice**

If your use of minutes on other carrier networks ("off-net voice usage") during any two consecutive months exceeds your off-net voice usage allowance, Stream (as well as the host network provider) may, at its option, terminate all your Services with us, deny your continued use of other carriers' coverage for any or all of these Services for any given period of time (e.g., from the date of notice to the end of the billing cycle,



or indefinitely), or change your plan to one imposing usage charges for off-net voice usage. Your off-net voice usage allowance is 750 minutes.

#### **4.5.2 Data**

If your use of the Data Services on other carriers' wireless networks ("off-net data usage") during any month exceeds your off-net data usage allowance, Stream (as well as the host network provider) may at its option terminate your access to all your Services with us, deny your continued use of other carriers' coverage for any or all of these Services for any given period of time (e.g., from the date of notice to the end of the billing cycle, or indefinitely), or change your plan to one imposing usage charges for off-net data usage. Off-net data speeds will be limited to 2G speeds. Your off-net data usage allowance is 300 MB.

#### **4.5.3 Messaging**

If you use messaging services on carrier networks other than our host carrier ("off-net messaging usage") during any two consecutive months and exceed your off-net messaging usage allowance, Stream (as well as the host network provider) may, at its option, terminate all your Services with us, deny your continued use of other carriers' coverage for all of these Services for any given period of time (e.g., from the date of notice to the end of the billing cycle, or indefinitely), or change your plan to one imposing usage charges for off-net messaging usage. Your off-net messaging usage allowance is 1500 messages.

#### **4.5.4 Notice**

Stream will provide notice that it intends to take any of the above actions, and you may terminate this Agreement upon receiving such notice.

### **4.6 How Do I Get Service Outside Stream 's Wireless Network (Roaming)?**

Services originated or received while outside your plan's included coverage area are subject to roaming charges. Domestic roaming charges for wireless data or voice Services may be charged with some plans when outside our wireless network. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Display on your device may not indicate whether you will incur roaming charges. Check with roaming carriers individually for support and coverage details. Billing for roaming charges may be delayed up to three (3) billing cycles due to reporting between carriers.

#### **4.6.1 International Roaming**

Compatible device and enrollment in Stream Global Pass required. Stream Communications, LLC, in its sole discretion, may block your ability to use your device while roaming internationally until eligibility criteria are met. International calling rates, which vary by country, apply for all calls placed or received while outside the United States, Puerto Rico and U.S.V.I. Please consult

<https://mystream.com/en/services/mobile/international>. All countries may not be available for roaming.

Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left.

#### **4.6.1 International Data**

Requires enrollment in Stream Global Pass which includes 2GB of international data. If customer exceeds 2GB of international data usage, optional 2GB top up may be purchased from Stream. To purchase top up call Stream Wireless at 1-877-743-5893. Top up may not be combined with allocated amount, any remaining allocated amount will be conceded if top up is added. Maximum of 4GB of international data may be used in any given billing period. International data usage applies to all data usage outside the U.S., Puerto Rico and U.S.V.I., including accessing cloud-based services to upload/download/stream content. International data roaming may be reduced to 2G speeds. Stream may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit.

#### **4.6.1.1 Cruise Ship Roaming:**

Cruise ship roaming rates apply for calls placed or data used while on the ship.

#### **4.6.1.2 Export Restrictions:**



You are solely 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.

## **5.0 WHAT VOICE SERVICES DOES STREAM OFFER?**

### **5.1 What Are The General Terms That Apply To All Stream Voice Rate Plans?**

You may obtain usage information by calling customer service or using one of our automated systems. Prices do not include taxes, directory assistance, roaming, Universal Service Fees, and other surcharges. Activation Fee may apply for each new line. Included long distance calls can be made from the continental United States. Roaming charges do not apply when roaming within the Services area of land-based networks in this coverage area. Additional charges apply to Services used outside of this coverage area.

### **5.2 Voicemail**

You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. We reserve the right to change the number of voicemails you can store, the length you can store voicemail messages, when we delete voicemail messages, and other voicemail features without notice. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

### **5.3 Voicemail-To-Text (VMTT)**

If we offer you VMTT, Stream is not responsible, nor liable for: 1) errors in the conversion of or its inability to transcribe voicemail messages to text/email; 2) lost or misdirected messages; or, 3) content that is unlawful, harmful, threatening, abusive, obscene, tortious, or otherwise objectionable.

We do not filter, edit or control voice, text, or email messages, or guarantee the security of messages. We can interrupt, restrict or terminate VMTT without notice, if your use of VMTT adversely impacts the network, for example that could occur from abnormal calling patterns or an unusually large number of repeated calls and messages; or if your use is otherwise abusive, fraudulent, or does not comply with the law.

You are solely responsible for and will comply with all applicable laws as to the content of any text messages or emails you receive from VMTT that you forward or include in a reply to any other person. You authorize Stream or a third party working on Stream's behalf to listen to, and transcribe all or part of a voicemail message and to convert such voicemail message into text/email, and to use voicemail messages and transcriptions to enhance, train and improve speech recognition and transcription services, software and equipment.

Charges for VMTT include the conversion of the voicemail message and the text message sent to your wireless device. Additional charges, however, may apply to receiving email on your wireless device from VMTT, as well as, replying to or forwarding VMTT messages via SMS (text) or email, depending on your plan.

SMS (text messaging) blocking is incompatible with VMTT. (If you do not have a texting plan on your handset, we add a texting pay per use feature when you add VMTT with text delivery.) If you are traveling outside the U.S. coverage area, you will incur international data charges for emails received from VMTT, as well as, charges for emails you respond to or forward from VMTT, unless you have an international data plan and the usage falls within the plan's usage limits.

Transcription times cannot be guaranteed. Customers purchasing email delivery are responsible for providing a correct email address and updating the email address when changes to the email account are made.

If you choose SMS (text) delivery, VMTT only converts the first 480 characters of a voicemail message into text and you will receive up to three text messages of a transcribed message. The transcription, therefore, may not include the entire voicemail message with SMS delivery. Adding VMTT will create a new voicemail box and all messages and greetings will be deleted from your current voicemail box.

### **5.4 Unlimited Voice Services**



Unlimited voice Services are provided primarily for live dialog between two individuals. If your use of unlimited voice Services for conference calling or call forwarding is reasonably considered by Stream to be excessive, Stream may, at its option, terminate your Service.

Unlimited voice Services may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals. If Stream finds that you're using an unlimited voice Service offering for other than live dialog between two individuals, Stream may, at its option terminate your Service or change your plan to one with no unlimited usage components. Stream will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

### **5.5 Caller ID**

Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Caller ID blocking is not available when using Data Services, and your wireless number is transmitted to Internet sites you visit.

### **5.6 WiFi Calling**

Wi-Fi Calling is available on select devices. Certain services may be incompatible or not available with Wi-Fi Calling and certain apps may be removed from your phone. You must reside in the U.S. and your primary usage must occur on our U.S. network. You are not authorized to use the service in countries where Wi-Fi Calling is prohibited by law. Use of VPNs to avoid international calling restrictions is a breach of terms and conditions and is not supported. 9-1-1 service through Wi-Fi Calling may not be available or may be limited or not as accurate compared to traditional 9-1-1 service due to circumstances including, but not limited to, relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information and/or other technical problems. So that emergency responders can locate the emergency location, customer agrees to always be prepared to report their precise location of the emergency to emergency responders and to share this requirement with all persons located at the premise.

## **6.0 DATA AND MESSAGING SERVICES.**

### **6.1 What Are The General Terms That Apply To All Data And Messaging Plans?**

Stream provides wireless data and messaging Services, including but not limited to, features that may be used with Data Services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited; consequently, Data Services may only be used for permitted activities. Pricing and data allowances for Data Services are device dependent and based on the capabilities and capacity of each Device.

**For Data Services with a monthly megabyte (MB) or gigabyte (GB) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.**

Stream data plans are designed for use with only one of the following distinct Device types: Smartphones and basic and Quick Messaging phones. Stream may add offerings for the following, at Stream's sole discretion: tablets, LaptopConnect cards, stand-alone Mobile Hotspot devices, and Home Bases. A data plan designated for one type of device may not be used with another type of device. An Activation Fee may apply for each data line.

**STREAM RESERVES THE RIGHT TO TERMINATE YOUR DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS CUSTOMER AGREEMENT.**

### **6.2 What Are The Intended Uses Of Our Wireless Data Service?**

The wireless data network offered or provided by Stream is a shared resource, which each respective network operator manages for the benefit of all of its customers so that they can enjoy a consistent, high-





quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of either carrier's wireless data service are permitted and others are prohibited. The terms and conditions of your use of the wireless data service are set forth below.

**Permitted Activities on Our network offering.** Our wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (iv) uploading and downloading applications and content to and from the Internet or third-party application stores, and (v) using applications and content without excessively contributing to network congestion.

You agree to use Our wireless data services only for these permitted activities.

**Prohibited Activities on Our network:** The wireless data services by Stream are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law or is otherwise unauthorized, abusive, or fraudulent, (b) hinders other customers' access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, (e) adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service, (i) tethers a wireless device to a computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and you have not subscribed to a specific data plan designed for this purpose, or (j) there is a specific data plan required for a particular use and you have not subscribed to that plan.

The following specific uses of Our wireless data service are prohibited:

- Our wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of Our wireless network or systems, or another entity's network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either Our wireless services or other parties' Internet-based resources. For example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk e-mail).
- Our wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "auto-responders," "cancel-bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection would otherwise be idle or any "keep alive" functions, unless they adhere to Our data retry requirements (as may be modified from time to time).
- Our wireless data services also may not be used with high bandwidth applications, services and content that are not optimized to work with the host network's wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet the wireless data services optimization requirements of our host network.



You agree not to use Our wireless data services for any of these prohibited activities.

**Stream's Rights to Ensure Compliance.** You agree that Stream has the right to take any and all actions necessary to enforce this Section 6.2 if you use Our wireless data services in any manner that is prohibited, including, but not limited to, the following actions:

- Stream or its host network provider may modify, without advance notice, the permitted and prohibited activities, and the optimization requirements for your wireless data services;
- Stream and/or its host network provider may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
- Our host network provider may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle.
- Stream and/or its host network provider may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network. Details concerning the information that is collected, and how the information is used and protected are addressed in the Stream Privacy Policy.
- Stream or our host network provider may interrupt, suspend, cancel or terminate your wireless data services without advance notice.

**Unlimited Data Customers.** "Unlimited" does not mean that you can use Our wireless data service in any way that you choose or for any prohibited activities. You agree that if you use your unlimited data plan in any manner that is prohibited, Stream can limit, restrict, suspend or terminate your data service or switch you to a tiered data plan.

### **6.3 What Are The Voice And Data Plan Requirements?**

A voice plan is required on all voice-capable Devices, unless specifically noted otherwise in the terms governing your plan.

An eligible tiered pricing data plan is required for certain Devices and Stream may impose certain usage restrictions or procedures on particular types of Devices. Eligible voice and tiered pricing data plans cover voice and data usage in the U.S. and do not cover International voice and data usage and charges.

In the case of the tiered data plan, you will be placed on the data plan which provides you with the greatest monthly data usage allowance. If you determine that you do not require that much data usage in a month, you may request a lower data tier at a lower monthly recurring fee.

### **6.4 How Does Stream Calculate My Data Usage/Billing for Network Usage?**

DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL-TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO OUR NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU WANT TO ACCESS IT. IN ADDITION, ANY ADVERTISEMENTS OR ADVERTISER-RELATED MESSAGES OR DATA DELIVERED TO YOUR DEVICE, EVEN IF DELIVERED TO AN APPLICATION, AS WELL AS ANY MESSAGES OR CONTENT THAT INITIATE IN RESPONSE TO AN ADVERTISEMENT, WILL COUNT TOWARD YOUR DATA USAGE. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT. A DATA SESSION INITIATED ON THE NETWORK WILL CONTINUE ITS CONNECTION OVER THE NETWORK UNTIL THE



DATA TRANSMISSION IS CONCLUDED, EVEN WHEN YOU CONNECT TO A WI-FI NETWORK DURING THE TRANSMISSION.

Usage on networks not owned by our host provider is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. Mobile broadband and 4G or other similar access, whether based on current technology or developed in the future, requires a compatible device.

Some Data Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, directory assistance, roaming, universal services fees or other surcharges.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service.

### **6.5 Text Messaging And Picture/Video Messaging**

Messages are limited to 160 characters per message. Stream does not guarantee delivery of messages. Text, Picture, and Video messages, including downloaded content, not delivered within a reasonable period of days determined by us in our sole discretion will be deleted. Stream reserves the right to change this delivery period as needed without notification.

You are charged for each part of messages that are delivered to you in multiple parts. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail.

Stream reserves the right to change the Picture/Video message size limit at any time without notification. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received.

You may receive unsolicited messages from third parties as a result of visiting Internet sites.

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt Stream's network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of Stream Services or the services offered by our host network; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. Stream reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (a) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (b) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

### **6.6 Unlimited Messaging**

Unlimited Messaging Plans or plans with unlimited messaging include only Our Short Messaging Service (SMS) and Multimedia Messaging Service (MMS) and not any other messaging services or applications. Messages are intended for direct communication between phones and must originate from your phone. Messages sent to tablets, laptops, or other connected devices are excluded from our unlimited messaging plans. Messages sent through applications may incur data charges. We may terminate or restrict your messaging Service for tethered messaging, excessive use or misuse.



## **7.0 ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY TO FEATURES AND APPLICATIONS?**

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times.

## **8.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?**

### **8.1 Intellectual Property**

You must respect the intellectual property rights of Stream, our host network provider, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by Stream or accessed through service websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. All other marks contained herein are the property of their respective owners.

Stream, the Stream logo and all other marks contained herein are trademarks of SGE IP Holdco, LLC. All rights therein are reserved by us.

### **8.2 Severability**

If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

## **8.3 ASSIGNMENT; GOVERNING LAW, ENGLISH LANGUAGE**

### **8.3.1 Assignment**

Stream may assign this Agreement, but you may not assign this Agreement without our prior written consent.

### **8.3.2 Governing Law**

The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

### **8.3.3 English Language**

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

## **8.5 Trial Services**

Trial Services are subject to the terms and conditions of this Agreement; may have limited availability; and may be withdrawn at any time.

## **8.6 NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service)**

Stream has chosen to offer wireless emergency alerts within portions of its service area, as defined by the terms and conditions of its Agreement, on wireless emergency alert capable devices.

There is no additional charge for these wireless emergency alerts. Wireless emergency alerts may not be available on all devices or in the entire service area, or if a subscriber is outside of the Stream's service area. In areas in which the emergency alerts are transmitted, such alerts may not be received by a subscriber or user of our service even though the subscriber has a device capable of receiving them.



For details on the availability of this service and wireless emergency alert capable devices, please go to [www.mystream.com](http://www.mystream.com) and click the Wireless Emergency Alerts link. This notice is required by FCC Rule 47 C.F.R. § 10.250 (Commercial Mobile Alert Service).

In transmitting emergency alerts pursuant to federal law, Stream and our host network provider, including all officers, directors, employees, vendors, and agents thereof, shall not be liable to any subscriber to, or user of, our service or equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.

## **9.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?**

### **9.1 California: What If There Are Unauthorized Charges Billed To My Device?**

You are not liable for charges you did not authorize, but the fact that a call was placed from your Device is evidence that the call was authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen. Once you report to us that the Device is lost or stolen and your Device is suspended, you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend Services without a charge by contacting us at the phone number listed on your bill. If you notify us of any charges on your bill you claim are unauthorized, we will investigate. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including but not limited to, your monthly fee. We both have a duty to act in good faith and in a reasonable and responsible manner including in connection with the loss or theft of your Device.

### **9.2 Questions or Issues About Your Service**

**Connecticut:** If you have any questions or concerns about your Stream Service, please call our customer service department at 877-743-5893. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority (PURA). Online: [ct.gov/pura](http://ct.gov/pura); Phone: 1-800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

**Puerto Rico:** If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: [jrtp.gobierno.pr](http://jrtp.gobierno.pr), in addition to having available arbitration, as provided in Section 2.0.

## **10. ADDITIONAL TERMS AND CONDITIONS FOR STREAM INTERNATIONAL LONG DISTANCE SERVICE**

### **10.1 International Long-Distance Service**

These additional terms and conditions apply to customers who purchase and/or use a Stream Service Plan with international long distance ("ILD Service"). A domestic wireless voice plan is required to purchase and/or use a Stream's ILD service. By purchasing or using Stream ILD Service, You accept the additional terms and conditions set forth below as such terms may be updated from time to time on our website.





## **10.2 Does Stream's ILD Service allow me to call or message all international or foreign destinations?**

Stream's ILD Service allows you to place calls and messages only to select destinations internationally. It will not allow you to place or receive calls to/from all destinations or to/from all countries. Stream's ILD Service excludes calls to certain high cost wireless and landline, non-geographic and premium numbers. Please check our website at [www.mystream.com](http://www.mystream.com) to determine if your international destination(s) are available. The available destinations may change without notice at any time.

Stream ILD Service is not intended for intrastate dialing in the US, to place calls to area codes 500, 700, 800, 888, 877, 866, 855, 900, 976, 411 or 555, or to place certain toll-free, operator-assisted, third-party billed, directory assistance or collect calls.

## **10.3 What rates apply to Stream's ILD Service?**

Please check the applicable rates related to specific countries, regions or cities online at [www.mystream.com](http://www.mystream.com). All rates are subject to change at any time without prior notice. Calls are billed in one-minute increments. Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole penny. You will be charged for calls based upon the rates that are effective as of the date and time you place the call.

International messaging rates for the ILD Service may also vary and are subject to change. International texting availability to certain countries is subject to change from time to time without notice. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages.

You are responsible for preventing the unauthorized use of your Account and the Service, and you are responsible for any reduction in value of your account arising out of authorized and unauthorized use. You are responsible for safeguarding your Stream ILD Service and Account information. Stream is not responsible for and will not issue credit for authorized or unauthorized use.

## **10.4 What events or circumstances may affect the availability or quality of your ILD Service?**

Stream ILD Service may be provided by other carriers, many of whom may not have a direct contractual relationship or service level agreements with Stream. ILD Service provided by these third parties may not be the same as service provided in the United States or by other international long distance carriers. Events beyond our control may affect the availability and/or quality of service. Coverage and Service are not available everywhere. No representation or warranty, express or implied, is made regarding the availability of service altogether, the number of minutes available for calls to a particular country or, after having placed a call, the remaining number of minutes available for calls to any particular country.

## **10.5 How May I Use Stream ILD Service?**

Stream ILD Service is to be intended to be initiated by two individuals for personal use for live dialogue. ILD Service is not intended for commercial use or resale. Personal use is defined as a call originating from, or received by, a Stream customer to or from another individual talking from a landline or wireless phone with an international number at the time of the conversation regardless of the physical location of either party at the time of the call. ILD Service may not be used for any other purpose including, but not limited to, conference calling, monitoring services, data transmissions, transmissions of broadcasts, transmission



of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals.

#### **10.6 May My ILD Service Be Suspended, Terminated, or Restricted?**

Yes. The ILD Service is not for commercial use or resale. Loaning or renting your handset (mobile phone or cell phone) or service to other persons for their use or calling, hosting, establishing or maintaining a chat line is not considered personal use. We will presume a customer is engaged in non-personal use in violation of our terms and conditions if their international long distance calling or messaging usage exceeds three times the average usage of our ILD Service subscriber base, and we reserve the right to suspend, terminate or restrict your services with no prior notice. You will remain responsible for any charges resulting from any and all use in violation of our Terms and Conditions.

**10.7** Stream will presume certain usage, dialing or calling patterns to indicate that you are using the Stream ILD Service in violation of these Terms and Conditions and we reserve the right to suspend, terminate or restrict your Stream Service without prior notice. If you believe that we are in error, please contact Customer Care at 1-877-743-5893 and depending on the circumstances, we may reactivate your Stream ILD Service. If, however, your usage, dialing or calling patterns continue to violate these Terms and Conditions, we reserve the right to suspend, terminate or restrict your Stream Service with no prior notice. You will not receive a refund if your service is suspended, terminated, or restricted. You will remain responsible for any charges resulting from any and all use in violation of our Terms and Conditions.

**10.8** You agree not to use Stream's ILD Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (a) interferes with our ability to provide the Stream ILD Service to you or to other customers; (b) violates applicable law or this Agreement; (c) avoids your obligation to pay for the Service; or (d) is not for consumer use. You agree not to resell your Stream ILD Service or to use your Stream ILD Service for any unlawful or abusive purpose or in such a way as to create damage or risk to our business, reputation, employees, facilities, third parties or to the public generally.

**10.9** You are responsible for any other monthly charges per line that may be imposed for Stream's provisioning of Stream ILD service, including but not limited to, applicable taxes, federal and state universal service charges, a regulatory Cost Recovery Charge, a gross receipts surcharge, an Administrative Fee, and any other applicable government assessments (including without limitation a Property Tax Allotment surcharge of \$0.20 - \$0.45 applied per Corporate Responsibility User's assigned number) which are not government required charges.

#### **11. ADDITIONAL TERMS AND CONDITIONS FOR USE OF AIRAVE DEVICE**

These additional terms and conditions apply to Stream's provision and/or your use of a product provided by Stream called the Airave. The terms contained herein constitute a legally binding agreement. If you do not agree to the terms contained in this Agreement, do not use the Airave. This Agreement is effective on: (i) the date you first use the Airave, or (ii) the date you consent to the terms of the Agreement, whichever is earlier. The Agreement will remain in effect until you return the Airave and all components originally shipped to you in undamaged condition to Stream, and/or you pay the Airave equipment fee as provided below. If you use the Airave or fail to return it to Stream within 10 days of your receipt of the Airave, you will be deemed to have agreed to the terms of this Agreement.



Basic Definitions. (1) “We,” “us,” “our,” and “Stream” means Stream Communications, LLC d/b/a Stream; (2) “you,” “your,” “customer” and “user” mean an account holder or user with us; and (3) “Airave” or “Equipment” means a device (i.e., typically called a femtocell device) marketed as Sprint AIRAVE™ provided by Stream to you, which device is generally used to enhance Stream’s wireless service signal. The term also includes any ancillary equipment provided.

Ownership of Airave. You agree that the Equipment is owned by Stream. Stream will retain ownership of it at all times during the term of this Agreement. No title to the Airave will transfer to you at any time during or after the term of the Agreement. You must return the Equipment to Stream as provided in this Agreement.

Use of Equipment. You agree to use the Airave solely in connection with Stream’s wireless services. Use of the Airave and Stream’s wireless services are subject to Stream’s Customer Agreement for Wireless Services, a copy of which can be found at [www.mystream.com/services/mobile](http://www.mystream.com/services/mobile). This Agreement controls if there is a conflict with Stream’s Customer Agreement for Wireless Services. There may be charge(s) associated with using Stream’s services in connection with the Airave.

Replacement of Equipment. Stream will repair and/or replace, in our sole discretion, Equipment that is not operating properly under normal use at no charges unless we determine that the reason the Airave is not operating properly is due to damage (e.g., water damage, fire damage, or damage related to dropping, tampering, neglecting, or abusing, etc.). You may be responsible for a fee before Stream will repair/replace the damaged equipment. Stream is not responsible for any other devices or other equipment used in connection with the Airave (for example, wireless phone or handset, data card, etc.). Nor shall Stream be liable for any consequential damages to you or any third party resulting from equipment that is not operating properly regardless of the reason.

Return of Airave. The equipment will remain the property of Stream, and you must return the Airave to Stream if any of the following events occurs: (i) your Stream wireless service is discontinued or terminated for any reason; (ii) the Stream service used in connection with the Airave, or the Airave itself, is never used, discontinued or terminated for any reason; or if Stream wishes to exchange the Equipment. If any of the aforementioned events occurs, you will have 30 days to return the Equipment. Failure to return the Equipment in undamaged condition to Stream within 30 days after the termination date will result in you being charged an Equipment Fee up to \$140. The Equipment Fee is for each individual piece of Equipment (not including ancillary equipment). You will only be responsible for an Equipment fee as specifically described herein. If you are responsible for such a fee, Stream reserves the right to charge such fee to your Stream wireless service account used in connection with the Airave.

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