

# Consumer Cellular®

Consumer Cellular, Incorporated  
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## WIRELESS CUSTOMER AGREEMENT

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*This Wireless Customer Agreement (this “**Agreement**”) is between persons or entities activating, using, or paying for our Services (hereinafter referred to as “**Customer**,” “**you**,” “**your**,” “**I**” or “**my**”) and Consumer Cellular, Incorporated (hereinafter referred to as “**Consumer Cellular**,” “**we**,” “**our**” or “**us**”). This Agreement governs the terms of use for our voice, wireless data and messaging products and services, including the [Consumer Cellular website at \[consumercellular.com\]\(http://consumercellular.com\)](http://Consumer Cellular website at consumercellular.com) and all other sites, mobile sites, services, applications (e.g., My CC and My Account), platforms, software, and tools (“**Site(s)**”) where this Agreement may appear or be linked (together with Sites, “**Service(s)**”). Wireless products, features, applications and services or Devices not otherwise described herein that are posted on our Sites or otherwise provided to you, and any documents expressly referred to herein or therein, including our [Privacy & Security Policy \(consumercellular.com/legal/privacyandsecurity\)](http://Privacy & Security Policy (consumercellular.com/legal/privacyandsecurity)) and [Acceptable Use Policy \(consumercellular.com/aup\)](http://Acceptable Use Policy (consumercellular.com/aup)), together with this Agreement, make up the complete agreement between you and Consumer Cellular 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 phone number(s) (each, a “**Number**”) or when you use or pay for any Service. The term “**Device(s)**” means the cellular receiving and transmitting equipment that we provide or sell to you, or you provide, programmed with a Consumer Cellular SIM card and the Number.*

**YOU ACKNOWLEDGE THAT YOU ARE OF LEGAL AGE, HAVE RECEIVED A COPY OF THIS AGREEMENT, AND HAVE READ, CLEARLY UNDERSTAND, AND AGREE TO ITS TERMS. BY USING OUR SERVICES, YOU ACCEPT ALL THE TERMS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. 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. FOR INFORMATION ABOUT HOW WE COLLECT, USE, AND PROTECT YOUR PERSONAL INFORMATION, PLEASE VISIT OUR [PRIVACY & SECURITY POLICY AT \[consumercellular.com/legal/privacyandsecurity\]\(http://consumercellular.com/legal/privacyandsecurity\)](http://PRIVACY & SECURITY POLICY AT consumercellular.com/legal/privacyandsecurity).**

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## 1. TERM AND TERMINATION, CHARGES, BILLING AND PAYMENT

### 1.1 What Is the Term of My Service?

Your Agreement begins on the day we activate your Service and continues through the day your Service is terminated by you or us pursuant to the terms of this Agreement. When you activate your Service with us, you agree to a month-to-month contract with Consumer Cellular and there is no requirement that you maintain Service for a specific term length.

With our risk-free guarantee period, as a new Consumer Cellular customer, you may cancel your Service within thirty (30) days, and we will waive the monthly Service charges and one-time network activation fees

for new lines of Service provided that your data usage is limited to 500MB. However, you remain responsible for any international long distance, roaming, text and data charges, any device upgrade fees for added or replaced devices on existing lines of service, as well as directory assistance charges and other third-party charges, and applicable taxes or surcharges. With our risk-free return policy, as a new Consumer Cellular customer, you may return any Device or accessories purchased directly from us within thirty (30) days provided that your Device is returned to us in like-new condition with all the original packaging. For further details on the eligibility requirements for our risk-free guarantee and return requirements, for example, to qualify for a return all lock features, PINs, or passcodes must be removed from the Device, please refer to our [Risk-free Guarantee & Device Policies](#) at [consumercellular.com/devicepolicies](http://consumercellular.com/devicepolicies). Certain active member affiliations, like AARP and USAA, receive an extended risk-free guarantee period and return policy. Please visit the [Consumer Cellular](#) website at [consumercellular.com](http://consumercellular.com) for additional details.

## 1.2 Who Can Cancel My Service?

For existing customers, you may cancel this Agreement at any time for any reason, but you will be responsible for all charges incurred in your final invoice. We may also cancel this Agreement. If we do, we will attempt to notify you in advance. Even though the Agreement is canceled, you are liable for all charges to your account through the last day of your monthly billing cycle. If you cancel your Service before the end of your billing cycle, we will not prorate or refund the monthly Service charges on your final invoice. You will continue to have access to your Services until the end of your billing cycle, unless you transfer the Number for your Service to a different carrier prior to the end of the billing cycle.

We may modify, suspend, or discontinue any function or feature of any Services or terminate your Service entirely at any time without notice for any reason that may include, but is not limited to:

- for any conduct that we believe violates this Agreement;
- if we have reasonable cause to believe that your Device or the Services are being used for an unlawful purpose or in a way that violates our [Acceptable Use Policy](#) (“AUP”) at [consumercellular.com/aup](http://consumercellular.com/aup);
- if you behave in an abusive, derogatory, threatening or similarly unreasonable manner with any of our employees or representatives or other customers whether in person, over the phone or in writing, or via any of our social media channels or elsewhere;
- any credit card “chargebacks” unless expressly agreed in writing;
- if we discover that you are underage;
- if you fail to make all required payments when due;
- if you provided inaccurate credit information;
- if we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit; or
- compliance with applicable laws or an order by a state or federal agency, court, or arbitrator.

If you fail to perform your obligations, you will reimburse us for all expenses, including attorneys’ and experts’ fees, incurred in the enforcement of this Agreement and we may keep any charges prepaid by you. These remedies are not exclusive and are in addition to all remedies provided by law. Failure to strictly enforce this Agreement will not waive our right to require compliance with this Agreement.

## 1.3 Who Can Change My Service Terms or Rate Plan?

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We will provide you with notice of material changes (material changes do not include changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill, through separate notice or via posting of the material changes on our Sites. You must pay any additional charges from the date of our modification, even though you may have 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 calculations or our calculations. If you lose your eligibility for a particular rate plan, we may change your rate

plan to one for which you qualify.

If you go over your plan's limit of minutes, text messages or data during the month, our SmartFlex™ feature will automatically upgrade you to a plan that covers the amount you have used. You may elect to disable the SmartFlex™ feature by calling customer support, by visiting [Contact Us](#), or at [consumercellular.com](http://consumercellular.com) by logging into [My Account](#) at [consumercellular.com/login](http://consumercellular.com/login). For accounts with multiple lines of Service, your data plan is shared, and usage is aggregated for all account users in determining if you have reached or exceeded your data plan limit. We will attempt to notify you when an upgrade has occurred through our usage alert system. You will remain on the upgraded plan unless you choose to change to a different plan after the current billing cycle is complete. For customers enrolled in our largest data plan, access to high-speed data will be reduced if your plan's monthly data limit is exceeded, and you will experience slower speeds for the remainder of the billing cycle. If you disable the automatic upgrade feature on your account and exceed your plan's monthly data limit, you will experience slower speeds for the remainder of the billing cycle. If you exceed your tethering (or mobile hotspot) data usage limit, we may disconnect, slow down or disable your access to or use of tethering (or mobile hotspot) data for the remainder of the billing cycle and for regular abusers of this limit, permanently remove tethering (or mobile hotspot) on your account or terminate your Service or this Agreement. For more information about how Consumer Cellular manages our network, including the amount of tethering (or mobile hotspot) data usage available to you during any billing cycle, which may vary by rate plan, please refer to our [Mobile Broadband Disclosure](#) at [consumercellular.com/network-management](http://consumercellular.com/network-management) and [Broadband Facts](#) at [consumercellular.com/fclabels](http://consumercellular.com/fclabels).

#### **1.4 What Charges Am I Responsible For?**

You are responsible for paying all charges for or resulting from the Services provided under this Agreement, including one-time network activation fees that apply to each new line of Service and Device upgrade fees for added or replaced Devices on existing lines of Service. You will receive monthly bills that are due in full. Recurring monthly charges and non-recurring Service fees will be billed as soon as possible. Billing cycle end dates may change from time to time. Payments of all charges, including disputed charges, must be received by the due date shown on the invoice. If you elect to receive a paper invoice from us or choose not to enroll in automatic payment, you may lose certain promotions, discounts or credits received by customers enrolled in automatic payments and paperless billing. This cost may also be changed by us at any time. Please visit our website to find the rates and fees applicable to our Services and descriptions of our [Cell Phone Plans](#) at [consumercellular.com/shopping/choose/plan](http://consumercellular.com/shopping/choose/plan).

IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST EITHER CONTACT CUSTOMER SUPPORT BY CALLING US OR NOTIFYING US IN WRITING AT CONSUMER CELLULAR, INCORPORATED, 12447 SW 69TH AVE., PORTLAND, OR 97223 WITHIN SIXTY (60) DAYS OF THE DATE OF YOUR BILL OR YOU WAIVE YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

The price of our [Cell Phone Plans](#) at [consumercellular.com/shopping/choose/plan](http://consumercellular.com/shopping/choose/plan) is for recurring monthly Service charges only. Recurring and non-recurring Service fees include, without limitation, airtime, roaming, recurring monthly Service charges, administrative, and late payment charges; installment plan payments; one-time network activation fees for new lines of Service; Device upgrade fees for added or replaced Devices on existing lines of Service; device protection plan payments; operational or regulatory cost recovery fees and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your Number; applicable taxes and governmental fees, whether assessed directly upon you or upon Consumer Cellular; and fees for complying with government imposed regulatory requirements. Consumer Cellular's operational compliance fee is not a tax or charge which the government requires us to collect from our customers and the amount we charge may change.

If your Device is lost or stolen, you will be responsible for all charges incurred on your Number until you notify us as described below under "[If My Device Is Lost or Stolen](#)" or terminate your Service with us. If you have an active installment plan for your lost or stolen Device, or associated with your terminated Service, your agreement for that installment plan may trigger acceleration of the remaining installment plan payments. After you terminate Service, you remain responsible for complying with your other obligations under this Agreement,

including, but not limited to, payment of your monthly Service charges in your final invoice, and any remaining installment plan payments for your Device. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion. Acceptance of late or partial payments (even if marked "Paid in Full" or other similar notations) will not waive our rights under this Agreement.

To determine your primary place of use 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 an address, or if the address falls outside our network coverage area, we may reasonably designate a primary place of use within our network coverage area for you. You must live and have a mailing address within our network coverage area.

### **1.5 How is My Bill Calculated?**

Usage and monthly Service fees will be billed as specified in your customer service summary or rate plan information available online on our Sites. If the Device you order is shipped to you, your Service 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. If, upon receiving your first bill, you have been charged for Services while your Device was in transit, you may call customer support to request an account credit. You agree to pay for all Services used with your Device and/or charged to your account. You also remain responsible for paying your monthly Service charges, even if your Service is suspended for nonpayment.

Prices and included usage apply to access and use of our Services within the land borders of the United States and certain U.S. territories ("**Coverage Area**") and, depending upon your rate plan, the wireless networks of other companies with which we have a contractual relationship within the United States and certain U.S. territories ("**Domestic Off-net**"). For eligible rate plans, while traveling internationally in countries outside the land borders of the United States, access, and use of Services on other carrier's networks is charged separately ("**International Roaming**"). Service usage on wireless networks not owned by us or owned by other companies with which we have a contractual relationship with, both domestically and internationally, is limited as provided in your rate plan. Mobile broadband, 4G and 5G access requires a compatible Device. Some Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, any directory assistance charges, roaming, universal services fees or other surcharges or administrative fees.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer support or visiting [My Account](#) at [consumer.cellular.com/login](https://consumer.cellular.com/login). If you select a rate plan that includes a limited monthly allowance of Services (e.g., airtime minutes or GBs of data usage), any unused allowance of Services from one billing cycle will not carry over to any other billing cycle. If you do not enroll in a monthly recurring Service plan for messaging or data, you may be charged pay-per-use rates if you use those Services. For further details on how we calculate, measure and charge for Services, please refer to [Support and FAQ](#) at [consumer.cellular.com/help](https://consumer.cellular.com/help).

### **1.6 Are Billing Charges Ever Delayed?**

Billing of Services for calls, text messages, data, or other usage, like charges for International Roaming, may occasionally be delayed. Such usage charges may appear in a later billing cycle and, depending upon your plan, will be deducted from your monthly airtime minutes or messaging or data usage allowances for the month when the usage is actually billed, and may result in additional charges for that month.

### **1.7 Are Advance Payments or Deposits Required for My Service?**

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. We can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. Deposits are refundable and will be applied as a credit to your account. Based on our

determination of your creditworthiness, we may establish a credit limit and restrict the Services or features provided to you. If your account balance goes beyond the credit limit we set for you, we may immediately interrupt or suspend Services until your balance is brought below your credit limit. Any charges you incur in excess of your credit 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 credit 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 Bill on Time?**

You agree that we may charge, as a part of the rates and charges, and you agree to pay a late payment fee of \$5.00, or the highest amount permitted by state law determined by your billing address, for amounts not paid by the due date for our administrative and other overhead expenses. Late fees shall be reassessed and added to your payment obligation for each successive billing period until paid, to the extent permissible by law. Late payment fees are liquidated damages, intended to be a reasonable advanced estimate of our 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 these fees are set. If we accept late or partial payments, you must still pay us the full amount you owe, including late payment fees. In the event you fail to pay billed charges when due and it becomes necessary for us to refer your account(s) to a third party for collection, we will charge you for those collection costs. In addition, we may charge you up to \$30.00 (depending on applicable law) for any check or other instrument returned unpaid for any reason for our expense and effort in connection with the dishonored check.

### **1.9 Who Can Access My Account?**

To use certain Services, you may need to register for a customer account online on our Sites or by calling customer support or visiting [Contact Us](#) at [consumercellular.com/contact](http://consumercellular.com/contact). If you choose to access these features, you agree to provide truthful, accurate, current, and complete information. You agree to maintain the security of your account by restricting access to your account and not sharing your password with others. If your username and password are compromised, you agree to notify us immediately to protect your account security. We are not liable for any loss(es) incurred as a result of a third party using your username and password, including, without limitation, a third party's use of your Consumer Cellular account, any Devices, any Numbers, or other Services as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency, or other third-party accounts. We retain the right to protect the security of our Sites and your account by terminating or suspending your account, requiring you to change your password, or requesting additional information to authorize transactions on your account, or taking any other reasonable action. You may designate individuals, such as family members who are at least the age of eighteen (18), to act on your behalf ("**Secondary Users**"). Secondary Users can manage your account, including changing or adding Services. You are responsible for all actions and changes made by any Secondary Users, including purchases of products and additional Services. You authorize us to provide information about your account, and to make changes to your account, including adding new Services, upon the direction of any person able to provide information we deem sufficient to identify you, even if such person has not been designated as a Secondary User.

You may use our Sites for personal use only, including the purchase of products and services. By using our Sites, you agree to certain restrictions, including: (i) not using the Sites for any unlawful purpose; (ii) not altering or modifying the Sites in any way; (iii) not impersonating another person while using the Sites; or (iv) not systematically collecting data on the Sites by the use of data mining, or any similar data extraction methods. We reserve the right to suspend or terminate your use of the Sites for failure to follow this Agreement or for any other reason it deems reasonable and necessary. You are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Services, including our Sites ("**User Content**"). You represent and warrant that you own or otherwise control all necessary rights to the User Content that you post, that such User Content is accurate, that use of the User Content you supply does not violate this Agreement and will not cause injury to any person or entity, and that you will indemnify Consumer Cellular for all claims resulting from the User Content you supply.

We shall have the right, but not the obligation, to monitor your use of and interaction with the information,

shopping, communications, advertising and other services, products, data and materials made available to users on or transmitted through our Sites. We may, in our sole discretion, remove any material that it finds to be in violation of this Agreement herein or otherwise finds objectionable.

### **1.10 What Happens if Credits Remain After I Cancel My Service?**

We can apply any credits on your account in any order to any amounts you owe us on any active and cancelled accounts with a balance due. Any remaining funds in excess of \$25.00 will automatically be returned to you at your last-known address within ninety (90) days after your Service is cancelled. If your final credit balance is less than \$25.00, we will return it to you only upon request.

### **1.11 Can I Enroll in Automatic Payment?**

You may enroll in an automatic credit card billing, automatic payment, or electronic funds transfer plan, and by doing so you authorize us or our agent to charge or place holds on the credit or debit card or financial institution account number you provide to us, without requiring a signed receipt, any additional notice or consent before charges will be applied using that payment method. You certify you are the owner of the payment method and authorize us to store this information and to automatically charge the amount of your monthly bill(s) each month on the date indicated on your monthly bill, and to charge any amounts outstanding if you cancel the Services. You agree to provide updated credit or debit card or bank account information when needed by calling customer support or visiting our Sites. You acknowledge that, if your card issuing bank participates in a card updater program and unless you opt out of this service, your bank may provide us with updated card numbers and expiration dates, and we will update our files with this information and continue to charge your card. You agree that we are not responsible for any insufficient funds or other charges you might incur as a result of any attempts to charge, or place holds on your credit or debit card or to transfer funds. When payment is made by credit or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit or debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we may charge you an additional fee. You may cancel your authorization for automatic credit card billing, automatic payment, or electronic funds transfer by calling customer support or visiting our Sites. If you choose not to enroll in automatic payment or elect to receive a paper invoice from us, you may lose certain promotions, discounts or credits received by customers enrolled in automatic payments and paperless billing. This cost may also be changed by us at any time. Please visit our website to find the rates and fees applicable to our Services and descriptions of our [Cell Phone Plans](#) at [consumercellular.com/shopping/choose/plan](http://consumercellular.com/shopping/choose/plan).

## **2. HOW TO RESOLVE DISPUTES WITH US**

### **2.1 Dispute Resolution by Arbitration.**

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

Most customer concerns can be resolved quickly and satisfactorily, by calling customer support at (888) 511-3894 or visiting our Sites. In the unlikely event that we are unable to resolve a complaint to your satisfaction (or if we have not been able to resolve a dispute, we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration. **A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST COMPLY WITH THE WRITTEN NOTICE AND INFORMAL RESOLUTION PROCESS DESCRIBED IN THIS PARAGRAPH.**

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for a more streamlined process with 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 action lawsuits are not permitted.

### **2.2 Arbitration Agreement.**

Unless otherwise provided within this Agreement, you and Consumer Cellular both agree to arbitrate all

disputes and claims between you and Consumer Cellular. This agreement to arbitrate is to be interpreted broadly. This agreement to arbitrate includes, but is not limited to, agreeing to arbitrate:

- claims arising out of or relating to any aspect of the relationship between us at any time, whether based in contract, tort, statute, fraud, misrepresentation or any other right of action or legal theory;
- claims that arose or that are based in whole or in part on conduct occurring before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are or have at any time been the subject of purported class action litigation; and claims that may arise after the termination of this Agreement.

References to “Consumer Cellular” includes 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. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, (e.g., the Federal Communications Commission). If legally permitted, such agencies can seek relief against us on your behalf. **WHILE SUCH POTENTIAL AGENCY-RELATED RIGHTS ARE RESERVED, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CONSUMER CELLULAR ARE EACH WAIVING ALL RIGHTS TO A TRIAL BY JURY AND WAIVING ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR PROCEEDING OF ANY KIND, OR TO JOINER OR CONSOLIDATION WITH CLAIMS BY ANY OTHER PERSON OR ENTITY, IN ANY FORUM.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act (“FAA”) governs the interpretation and enforcement of the [“Dispute Resolution by Arbitration,”](#) [“Arbitration Agreement”](#) and [“AARP Members”](#) Sections, which alternative means may be applicable to AARP members. The arbitration provisions shall survive termination of this Agreement.

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 Consumer Cellular should be addressed to: OFFICE FOR DISPUTE RESOLUTION, CONSUMER CELLULAR, INCORPORATED, 12447 SW 69TH AVE., PORTLAND, OR 97223 (“**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 you and Consumer Cellular do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Consumer Cellular may commence arbitration proceedings. The amount of any settlement offer made by Consumer Cellular or you during the informal resolution period is solely for the purposes of settlement negotiations and is to be treated confidentially and shall not be disclosed or used as an admission of liability or fault.

After Consumer Cellular receives Notice at the Notice Address that you have commenced arbitration following the thirty (30) day period, during which both parties attempted to resolve the issue, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000.00. If you are unable to pay this fee, Consumer Cellular will pay it directly upon receiving a written request at the Notice Address. The arbitration will be governed by the Consumer Arbitration Rules (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this Agreement, and will be administered by the AAA; provided, however, you agree to modify the AAA Rules as follows: all arbitrations for claims less than \$10,000.00 shall be only a desk arbitration or by telephone at your choice unless the arbitrator orders otherwise. Only if required by and in accordance with the specifications of the AAA Rules, either party may choose to take the claim to small claims court if the party’s claim is within the jurisdiction of a small claims court, and arbitration will not be invoked so long as the claim is pending only in small claims court. Neither party shall have the right to seek any kind of relief whatsoever from any court higher than or different from a small claims court. The AAA Rules are available online at [adr.org](http://adr.org).

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of this arbitration provision, which are for a court to decide pursuant to the FAA and its policies. If your claim exceeds \$10,000.00, the hearing will be in person at a location in accordance with AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your claim is without merit, or that the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you agree to reimburse Consumer Cellular for all

monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

The arbitrator may only award declaratory or injunctive relief 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 CONSUMER CELLULAR AGREE THAT EACH MAY ONLY BRING CLAIMS AGAINST THE OTHER IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both you and Consumer Cellular agree otherwise in a signed writing, 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.

Notwithstanding anything in this Agreement to the contrary, you and Consumer Cellular agree that if Consumer Cellular makes any future change to this arbitration provision, or below in "[AARP Members](#)" which alternative means may be applicable to AARP members (other than a change to the Notice Address), during your Service, you may reject any such change by sending us written notice within thirty (30) days of the change to the arbitration Notice Address provided above. The thirty (30) days starts to run on the date you receive the notice of change as described above in "[Who Can Change My Service Terms or Rate Plan?](#)". The date of receipt is presumed to be the date notice is sent by email or three (3) days after the date of mailing to your last provided address by first class U.S. Postal Service mail. By rejecting any future change, you are agreeing that you will resolve any dispute between us by binding arbitration in accordance with the language of this arbitration provision, or by alternative means that may be applicable to AARP members below in "[AARP Members](#)."

### **3. DEVICES, SOFTWARE, APPLICATIONS AND CONTENT**

#### **3.1 My Device.**

You are responsible for all Devices containing a SIM card, including any physical SIM or digital SIM ("eSIM" and together with physical SIM, "SIM" or "SIM Card") assigned to your Device. You agree to safeguard your SIM Card and not 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. We may, from time to time, remotely update or change the encoded information on your SIM Card.

Your Device must be compatible with, and not interfere with, our Services and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming usage, to direct your Device to use Services most appropriate for your typical usage, and other features that cannot be changed manually.

If you bought a Device from us, it may have been programmed with a SIM lock that will prevent it from operating with other compatible wireless carriers' services. If you wish to use this Device with the service of another wireless carrier, you (or Consumer Cellular) must enter an unlock code. We will provide the unlock code upon request, if you meet certain criteria, including, but not limited to, your Device is paid in full and account in good standing. If your Device was originally purchased from another carrier, the Device may be subject to that wireless carrier's unlocking policies. For further details on the eligibility requirements for locked Devices, please refer to our [Risk-free Guarantee & Device Policies](#) at [consumercellular.com/devicepolicies](http://consumercellular.com/devicepolicies), and for assistance obtaining the unlock code for your Device, please call customer support.

Devices purchased for use with our Service are designed exclusively for use with our network. You agree that you will not make any modifications to your Device or programming your Device to enable it to operate on any other system. At our sole and absolute discretion, we may modify the programming of your Device to enable it to operate on other systems. Some Devices purchased from us may not include certain accessories, like charging cords or wall adapters, and these additional items must be purchased separately.

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 Software on My Device.**

The software, interfaces, documentation, data, applications, and content provided for your Device, which may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by us (the “**Software**”), including that of our Sites to which the Software directs you via any browser, is licensed, not sold, to you by Consumer Cellular and/or our suppliers or licensors of the Software, for use only as part of our Services. Your use of the Software shall comply with our approved purposes only as determined by us, our suppliers, and all applicable laws. Terms and conditions for certain Software are provided on the Device at the time of Software activation or first use and/or posted on our Sites. Certain Software will not be available in all areas at all times.

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 Consumer Cellular and/or our suppliers or licensors. We and/or our suppliers or licensors of the Software are not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

Consumer Cellular and our suppliers or licensors of the Software reserve the right to change, suspend, terminate, remove, impose limits on the use of or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge our suppliers or licensors of the Software are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions in this Agreement.

None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or “foreign person” as defined by U.S. government regulations.

### **3.3 Third Party Services, Information, Content and Applications on My Device.**

Certain information, services, applications, or other content that may be accessed using our Services (“**App(s)**”) are provided by independently owned and operated third party product or service providers (“**Provider(s)**”). Access and use of Apps on your Device, like mobile email, is billed by total volume of data sent and received in accordance with your data plan. Upgrades to Apps may be required to continue using such App and data usage charges will apply for downloading Apps and any upgrades.

**CONSUMER CELLULAR DOES NOT PUBLISH THIRD-PARTY APPS AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION, PRODUCTS OR SERVICES PROVIDED BY THIRD-PARTY PROVIDERS OR OTHER THIRD PARTIES.**

Providers may impose additional charges, separate purchases and/or agreements with them. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Providers, and you are bound by such policies or terms when you visit their respective sites or use their Apps, including requested location information. We are not responsible for any damage(s) caused in any way by any Providers or Apps for which you are responsible. It is your responsibility to read the terms and conditions, policies, or agreements of each Provider. In the event of a conflict between the terms of this Agreement and the terms of those Providers, the terms of those Providers will control your use of the relevant Apps.

Any information you involuntarily or voluntarily share with Providers 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 Consumer Cellular or any Provider or other third party. Delays or omissions may occur. Neither Consumer Cellular nor any 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 Apps, or any Apps acquired through our Services.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Consumer Cellular nor any Provider, in providing Apps, or access to Apps, underwrites or assumes your risk in any manner whatsoever.

### **3.4 Mobile Content on My Device.**

You understand that our Services can be used to acquire, download, or purchase mobile content (including mobile videos), products, and services, such as subscription plans, from Providers (“**Data Content**”). You understand that you are responsible for all authorized charges associated with such Data Content from any Device assigned to your account, including charges by other companies, and charged separately from your bill. Data Content on other Devices assigned to your account can be restricted by use of parental controls or similar features on the Device. We are not responsible for Data Content provided by independent Providers. Providers may collect certain information from your use for tracking and managing content usage. The Data Content owner reserves and owns all rights to their Data Content. Actual Data Content may vary based on the Device capabilities. Data Content may be delivered in multiple messages. Charges are incurred at the stated one-time download charge or subscription rate, plus a per-KB or per-MB pay-per-use data charge, as applicable, for the Data Content transport to your Device, unless you have a monthly data plan Data charges apply in addition to Data Content charges.

### **3.5 Location of My Device.**

We may collect information about the location of your Device in relation to our network supplier’s cell towers and using various location technologies, like GPS. Device location information, as well as other usage and performance information also obtained from our network supplier and your Device, is used to provide you with Services, and to maintain and improve our network and the quality of your wireless experience. It is your responsibility to notify users on your account that location information from Devices may be collected and used as provided herein. For more information about how we collect, use, and protect your personal information, including your location information, please refer to our [Privacy & Security Policy](https://consumercellular.com/legal/privacyandsecurity) at [consumercellular.com/legal/privacyandsecurity](https://consumercellular.com/legal/privacyandsecurity).

Directory assistance (4-1-1 or (800) FREE-411, “**Directory Assistance**”) may use the location of a Device to deliver relevant customized assistance based upon the user’s request for a listing or other information. By using Directory Assistance, you consent to the use of your location information for such purpose. Your Device’s location information may be disclosed to a third party to perform the requested Directory Assistance and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized Directory Assistance information and will be discarded after such use within a reasonable time.

### **3.6 911 and E911 Disclosure.**

Calls to 911 using Wi-Fi operate differently than calls to 911 made over a regular cellular network or a wireline phone. For example, you may not be able to call 911 over Wi-Fi during certain situations, like power outages, internet outages or if your broadband, internet, or service is suspended, or because of delays that may occur in making your primary service address available in or through industry databases. Wi-Fi calling may not function if you relocate your equipment, use a non-native phone number, or for any other reason beyond our control. To enable Wi-Fi calling on your Device, you first must provide the primary service address where you will use Wi-Fi calling Services because that will be the location to which emergency personnel are sent if you dial 911 using the Wi-Fi calling. You also agree to update your primary service address before you use the Wi-Fi calling, either temporarily or permanently, from any other physical location. You may update your primary service address in the Wi-Fi calling settings on your Device.

### **3.7 If Someone Makes a Purchase with My Device.**

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

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

### **3.8 If My Device is Lost or Stolen.**

If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen (California customers, please see below in "[California: Unauthorized Charges](#)"). Once you report to us that the Device is lost or stolen, you will not be responsible for subsequent charges incurred by that Device after the date of you notifying us that your Device is lost or stolen. You can report your Device as lost or stolen and suspend Services without charge by calling customer support or visiting [Contact Us](#) at [consumercellular.com/contact](http://consumercellular.com/contact).

## **4. SERVICE LIMITATIONS AND USE**

### **4.1 Limitations on My Service.**

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, equipment 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.

Consumer Cellular does not guarantee availability, coverage, or quality of Services. Outages and interruptions in Service may occur, and the speed of Services may vary. Services may be subject to certain Device and compatibility/limitations, including memory, storage, network availability, traffic volume, coverage, accessibility, and data conversion limitations. There may be times when the number of users using the network technologies exceeds the available network resources and you will experience reduced data speeds or the inability to place voice calls or send or receive text messages. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside the Coverage Area, access may be limited to information and applications previously downloaded to or reside on your Device. Services and coverage vary between network technologies.

Actual network speeds depend upon Device characteristics, network availability and coverage levels, tasks, file characteristics, applications, and other factors. Performance may be impacted by transmission limitations, terrain, in building or in vehicle use and capacity constraints.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Devices. Consumer Cellular is not responsible for loss or disclosure of any sensitive information you transmit. Our Services are not equivalent to, nor are they intended to be used, as a substitute for wireline internet. Consumer Cellular is not responsible for non-proprietary services or their effects on Devices.

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

**4.2 Using Services on Other Carrier Networks in the United States (Domestic Off-net).** Use of Services when off-net within the United States is dependent upon the other carrier's support of applicable network technology and functionality. In most cases you are not charged separately for Domestic Off-net usage for voice or messaging. If your rate plan provides for Domestic Off-net usage, you still must use your Device predominantly within the Coverage Area. If we provide you with Domestic Off-net usage, we may, at our option, suspend, limit, or deny your continued use of other carriers' networks, or change your plan to one imposing usage charges for Domestic Off-net usage if you exceed your monthly off-net usage thresholds for voice and messaging. We do not support Domestic Off-net usage for wireless data and block access to wireless data on other carrier networks. We will provide you notice if we intend to take any of the above actions, and in such case, you may elect to cancel your Services and this Agreement. Billing for Domestic Off-net usage may be delayed due to reporting between carriers.

**4.3 Using Services Outside the United States (International Roaming).** International Roaming charges for wireless data, messaging or voice may apply with some plans when Services are originated or received while outside the United States. Use of Services when roaming internationally is dependent upon the other carrier's support of applicable network technology and functionality. Your Device may not indicate whether you will incur International Roaming charges. There is no guarantee you will receive email and/or text message alerts when roaming internationally and we do not guarantee any particular bill limit for International Roaming charges. You may also be charged taxes on International Roaming rates. International Roaming rates are subject to change. Please check with the other carriers for support and coverage details. Billing for International Roaming may be delayed due to reporting among carriers. **Substantial charges may be incurred if your Device is taken out of the United States even if no Services are intentionally used outside the United States.**

**4.3.1 International Eligibility.** Certain eligibility restrictions apply that may be based on your Service tenure, payment and/or credit history. We may, in our sole discretion, block or remove your ability to use International Roaming until our eligibility criteria are met. For assistance enabling International Roaming on your Device, please call customer support at (888) 511-3894 at least two (2) weeks before traveling outside the United States.

**4.3.2 International Roaming Voice.** Our Services are intended for use within the United States and generally will not work when outside of the United States. However, there may be situations when our Services work outside the United States. If your Service works when roaming internationally, you will be charged International Roaming airtime rates for calls made or received while in any country other than the United States, including when incoming calls are routed to voicemail, even if no voicemail is left. International Roaming rates apply even when using Wi-Fi calling to international numbers while traveling outside the United States.

**4.3.3 International Roaming Messaging.** If your Service works when roaming internationally, non-standard per-message International Roaming messaging charges will apply when you send or receive a message while in any country other than the United States.

**4.3.4 International Roaming Data.** International Roaming data rates apply to all data usage in any country other than the United States, including using messaging apps or accessing cloud-based services to upload/download/stream content. Devices transmit and receive data without user intervention and can generate unexpected charges when powered "on" outside the United States. To prevent these charges, you should disable cellular data when traveling internationally.

**4.3.5 Cruise Ship Roaming.** If your Service works when roaming aboard a cruise ship, higher than normal cruise ship roaming charges for wireless data, messaging or voice may apply when Services are originated or received on a cruise ship.

#### **4.4 Disclaimer of Warranties, Limitations on Liability, and Indemnification.**

**DISCLAIMER.** YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES, SOFTWARE, APPS AND ANY DEVICES ARE SOLELY AT YOUR OWN RISK, AND YOU ACCEPT RESPONSIBILITY FOR ANY AND ALL LOSSES, DAMAGES AND EXPENSES ARISING OUT OF SUCH USE. CONSUMER CELLULAR DOES NOT GUARANTEE THE SECURITY OF OUR SERVICES, DATA,

SOFTWARE, APPS OR ANY DEVICES. THE CONSUMER CELLULAR SERVICES, NETWORK COVERAGE, SOFTWARE, APPS AND ANY DEVICES ARE PROVIDED TO YOU "AS-IS" ON AN "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOU WILL RECEIVE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, USEFUL, OR ERROR-FREE SERVICES OR NETWORK COVERAGE, OR SERVICES THAT ARE OF A PARTICULAR QUALITY OR SPEED. YOU UNDERSTAND AND ACCEPT THAT WE HAVE NO CONTROL OVER THE ACTS AND CONDUCT OF THIRD PARTIES AND THAT YOU ARE IN THE BEST POSITION TO SAFEGUARD YOUR INFORMATION AND PROTECT YOUR CONSUMER CELLULAR ACCOUNT FROM UNAUTHORIZED ACCESS. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY LOSSES INCURRED AS A RESULT OF YOUR OR A THIRD PARTY'S USE OF YOUR CONSUMER CELLULAR ACCOUNT, ANY DEVICES, NUMBERS, OR OTHER SERVICES AS A SOURCE OF AUTHENTICATION OR VERIFICATION IN CONNECTION WITH ANY SOCIAL MEDIA, EMAIL, FINANCIAL, CRYPTOCURRENCY OR OTHER THIRD-PARTY ACCOUNTS. WE CANNOT ASSURE YOU THAT IF YOU PLACE A CALL TO 911 OR ANY OTHER EMERGENCY PERSONNEL OR SERVICE, THAT YOUR CALL WILL GO THROUGH OR THAT YOU WILL BE FOUND OR ASSISTED.

CONSUMER CELLULAR IS NOT LIABLE TO YOU FOR ANY CHANGES IN OPERATION, EQUIPMENT, SOFTWARE, APPS OR OTHER TECHNOLOGY THAT CAUSE YOUR DEVICE OR TO BE RENDERED OBSOLETE OR REQUIRE MODIFICATION TO USE THE SERVICES. CONSUMER CELLULAR EXPLICITLY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESCRIPTION, PRODUCTIVENESS, QUIET ENJOYMENT OR NON-INFRINGEMENT, AGAINST HIDDEN OR LATENT DEFECTS, SUITABILITY, ACCURACY, SECURITY OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE, APPS OR DEVICES, AND ANY OTHER WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL CONSUMER CELLULAR BE LIABLE, WHETHER DUE TO OUR OWN NEGLIGENCE, OR FOR ANY:

- ACT OR OMISSION OF A THIRD PARTY;
- MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICES, SOFTWARE, APPS OR ANY DEVICES PROVIDED BY OR THROUGH US;
- DAMAGE OR INJURY CAUSED BY THE USE OF THE SERVICES, SOFTWARE, APPS, OR ANY DEVICE, INCLUDING USE IN A VEHICLE;
- CLAIMS AGAINST YOU BY THIRD PARTIES;
- ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIERS OR LICENSORS OR OTHER CAUSES BEYOND OUR CONTROL;
- YOUR UNAUTHORIZED, ABUSIVE, OR ILLEGAL USE OF THE SERVICES, SOFTWARE, APPS OR ANY DEVICES PROVIDED BY OR THROUGH US;
- DAMAGE OR INJURY CAUSED BY A SUSPENSION OR TERMINATION OF THE SERVICES, SOFTWARE OR APPS BY US;
- DAMAGE OR INJURY CAUSED BY FAILURE OR DELAY IN CONNECTING A CALL TO 911 OR ANY OTHER EMERGENCY PERSONNEL OR SERVICE; OR
- LOSS OF YOUR INFORMATION, INCLUDING, BUT NOT LIMITED TO, MISSED OR DELETED VOICEMAILS, MESSAGES, CONTACTS, EMAILS, PICTURES, OR FILES.

UNLESS PROHIBITED BY LAW, CONSUMER CELLULAR IS NOT 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, ANY SERVICES, SOFTWARE, APPS OR DEVICES PROVIDED BY OR THROUGH US, INCLUDING LOSS OF BUSINESS OR GOODWILL, REVENUE OR PROFITS, OR CLAIMS OF PERSONAL INJURIES. DISALLOWED DAMAGES INCLUDE, BUT NOT ARE LIMITED TO, DAMAGES FOR PERSONAL INJURY; PROPERTY DAMAGE; OR LOSS OF REVENUE, PROFITS, BUSINESS, GOODWILL, USE, DATA, OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF CONSUMER CELLULAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM,

FOR EXAMPLE: (A) USE OF THE SERVICES; (B) THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES; (C) THE ACTIONS OR INACTIONS OF CONSUMER CELLULAR OR OUR SUPPLIERS OR LICENSORS WITH RESPECT TO THE PROVISION OR DELIVERY OF ANY OF THE SERVICES OR THAT RELATE TO YOUR ACCOUNT; OR (D) ANY ACTION OF A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS TO YOUR INFORMATION, CONSUMER CELLULAR ACCOUNT, ANY DEVICES OR NUMBERS.

We reserve the right to investigate violations of this Agreement, and to involve or cooperate with law enforcement in prosecuting customers who violate the Agreement or any applicable law or regulation. Unless prohibited by law, Consumer Cellular's total liability to you, under any legal theory, is a credit or refund that shall not exceed the total amount of charges you paid Consumer Cellular for Service during the preceding six (6) month period. Unless prohibited by law, you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two (2) years of the date of the event or facts giving rise to the dispute, or you waive the right to pursue that claim.

Notwithstanding the foregoing, if your Service is interrupted for twenty-four (24) or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a prorated adjustment of the monthly Service charges for the time period your Service was unavailable, not to exceed the monthly Service fees. Our liability to you for Service failures is limited solely to the credit set forth above.

**INDEMNITY.** To the full extent allowed by law, you hereby release, waive any rights under Section 1542 of the California Civil Code (or any similar law of any jurisdiction), and agree to indemnify and hold Consumer Cellular and its officers, directors, employees, agents, subsidiaries, affiliates, partners, suppliers and licensors harmless from any and all claims or demands of any person or entity for any loss, expenses or damages of any nature, including reasonable attorneys' and experts' fees, arising in any way from or relating to, directly or indirectly, the Services provided by Consumer Cellular or any person's use thereof (including, but not limited to, vehicular damage or personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CONSUMER CELLULAR, or the use or inability to use or access the Number (whether caused in whole or in part by the negligence of Consumer Cellular or our suppliers or licensors) or any violation by you of this Agreement. This obligation shall survive termination of your Service and this Agreement.

## **5. VOICE SERVICES**

### **5.1 My Voice Plan.**

Your Service plan includes domestic local and domestic long-distance calling within the United States to the United States and, for eligible plans, from the continental United States to Mexico and Canada. If you use your Device within the United States to make calls to international numbers, additional international long-distance voice charges will apply. Calls you receive while in the United States from international numbers are included with your Service plan. For rate plans that do not include unlimited Services, depending upon your plan, airtime is charged in full minute increments or counts against your monthly allowance of airtime minutes when a call is made from or received on your Device. Airtime charges apply to all calls, including involuntarily terminated or dropped calls. Service plans are limited to voice usage in the United States unless your rate plan includes International Roaming voice.

### **5.2 Voicemail.**

We do not guarantee that your voicemail messages will be saved or be able to be retrieved. You are solely responsible for establishing and maintaining security passwords to protect against any unauthorized use of your voicemail messages. We may deactivate your voicemail feature if you do not set up voicemail within a reasonable period after Service is activated on your Device. We will reactivate voicemail on your Device upon request.

### **5.3 Caller ID.**

Dependent upon network technology and functionality outside our control, your caller identification (“**Caller ID**”) information, such as your name and Number, may be displayed on the devices or bills of the person receiving your call. Technical limitations may, in some circumstances, prevent you from blocking the transmission of Caller ID information. Contact customer support for information on blocking the display of your Caller ID information. Caller ID blocking may not be available when using downloaded calling apps or Caller ID apps and will not work for calls made to 911. If applicable to your rate plan and Device, an in-coming Caller ID feature may apply that will notify you of in-coming calls and may apply generic labels, such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

#### **5.4 International Long-Distance Calling.**

International long-distance rates apply for calls made from within the United States to international numbers. Calls you receive while in the United States from international numbers are included with your Service plan. Calls to some countries may not be available. Calls to international wireless numbers may cost more than calls to international wireline numbers. If a call is made to an international wireline number and the call is forwarded to an international wireless number, you will be charged for making a call to an international wireless number. International long distance calling rates are charged per minute of airtime and deducted from your monthly limit of airtime minutes for plans that do not include unlimited Services. You may view the international long-distance calling rates online by visiting [International Rates](https://www.consumercellular.com/help/international-calling) at [consumercellular.com/help/international-calling](https://www.consumercellular.com/help/international-calling). If you use your Device to make calls from outside the United States, additional International Roaming charges will apply.

## **6. DATA AND MESSAGING SERVICES**

### **6.1 My Data Plan.**

Consumer Cellular provides wireless data, including but not limited to, features that may be used with your data plan, wireless services, content, and applications. Pricing and data usage allowances may be Device dependent and based on the transmit and receive capability of each Device. All data allowances must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods. Data plans are limited to usage in the United States unless your rate plan includes International Roaming data.

Data usage is calculated and billed in full KB or MB increments, as applicable, based on your rate plan. Actual data usage is rounded up to the next full KB or MB at the end of each data session for billing purposes. Data use occurs whenever your Device is connected to our network and is engaged in any data transmission, including those you initiate, or those running automatically in the background without your knowledge and whether the data transmission is successful or not. Some applications, content, programs, and software on your Device (including both downloads and preloads) automatically and regularly send and receive data transmission to function properly, without you affirmatively initiating the request and without your knowledge.

The absolute capacity of our wireless data network is limited. Consequently, your data plan may only be used for our prescribed purposes. Except as may otherwise be specifically permitted (or prohibited) by select data plans, data may be used only for the following approved purposes: calling, internet browsing, messaging, emailing, GPS navigation, streaming/downloading content, and other customary mobile internet-enabled capabilities. Mobile video requires a compatible Device and eligible data plan. Mobile video is not available outside our mobile broadband, 4G and 5G coverage areas. Mobile video is for individual use, not for resale, commercial purposes, or public broadcast. Mobile video can only be displayed on the Device itself and not on any other devices or technology, like a laptop or tablet.

Data sessions that are unlawful, unapproved or cause excessive network capacity issues and interference with our network are prohibited. Please refer to Consumer Cellular’s [Acceptable Use Policy](https://www.consumercellular.com/aup) (“**AUP**”) at [consumercellular.com/aup](https://www.consumercellular.com/aup) for examples of these prohibited uses, such as using applications that tether your Device (through use of, including without limitation, connection kits or any other wired or wireless technology) to mobile hotspots, laptops or other devices or technology with similar functions in excess of our monthly tethering (or mobile hotspot) data usage limit. Our Services are not equivalent to, nor are they intended to be

used, as a substitute for wireline internet. Accordingly, we reserve the right without notice to: (i) deny, disconnect, modify and/or terminate the Services, without notice, to anyone we believe is using the Services in any prohibited manner or whose usage adversely impacts or is likely to adversely impact our wireless network, or hinders or is likely to hinder access to our wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage; and (ii) otherwise protect our wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. The determination of what constitutes excessive use or harm to our wireless network shall be made by Consumer Cellular in our sole and absolute discretion, which we may determine by reviewing your account's data usage and usage patterns, the Device or Devices used on your account, or in any other manner we determine appropriate.

## **6.2 My Messaging Plan.**

If your Service plan includes text messaging, domestic local and domestic long-distance messaging within the United States to the United States and, for eligible plans, from the continental United States to Mexico and Canada is included. If you use your Device within the United States to send text messages to international numbers, additional international long-distance per-message charges will apply. Messages you receive while in the United States from international numbers are included with your Service plan. For rate plans that do not include unlimited Services, depending upon your plan, standard pay-per-use rates are charged or deducted from your monthly limit of messages when you send or receive a message, whether read or unread, viewed, or unviewed, solicited, or unsolicited. Service plans are limited to messaging usage in the United States unless your rate plan includes International Roaming messaging.

Service plans include text (SMS) and pictures or videos (MMS) messages only, not any other messaging services or applications. Messaging is intended for direct communication between phones and must originate from your Device. Messages sent to tablets, laptops, or other connected devices are excluded from your Service plan. Messages sent through applications may incur data charges. We may terminate, suspend, or restrict your Service plan for tethered (or mobile hotspot) messaging, excessive use, or misuse. We do not guarantee delivery of any messages. Text messages are limited to 160 characters per message, and text messages larger than 160 characters will be rated as an additional message. Video and picture messages are limited to 1MB in size only. Messages, pictures, videos, and other content not delivered within three (3) days may be deleted. You are charged for each part of a message that is delivered to you in multiple parts. 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 one message received. You may receive unsolicited messages from third parties, and a per-message charge may apply whether the message is read or unread, solicited, or unsolicited.

## **6.3 International Long-Distance Messaging.**

International long-distance charges apply for messages, pictures, videos, and other content sent from the United States to international numbers. Messages you receive while in the United States from international numbers are included with your Service plan. Messaging to some countries may not be available. International long distance messaging rates are charged per-message sent and deducted from your monthly limit of messages for plans that do not include unlimited Services. You may view the international long-distance messaging rates online by visiting [International Rates](https://www.consumercellular.com/help/international-calling) at [consumercellular.com/help/international-calling](https://www.consumercellular.com/help/international-calling). If you use your Device to send text messages from outside the United States, additional International Roaming charges will apply.

## **7. ADDITIONAL TERMS AND CONDITIONS**

### **7.1 Consumer Cellular's Rights to Ensure Compliance.**

You agree that we have the right to take any and all actions necessary to enforce this Agreement and our [Acceptable Use Policy](https://www.consumercellular.com/aup) ("AUP") at [consumercellular.com/aup](https://www.consumercellular.com/aup) if you use our Services or your Service plan in any manner that is prohibited, including, but not limited to, the following actions:

- We may interrupt, suspend, cancel, or terminate the Services without advance notice for misuse,

abnormal use, interference with our network or ability to provide quality service to other users. If the Services are suspended or terminated before the end of your billing cycle because we determined that you violated the terms of this Agreement or the AUP, we will not prorate your monthly Service charges to the date of termination, and you will not receive a credit or refund for any unused Services. We may provide you with notice from time to time of an AUP violation via email, text message or other means to allow you to promptly correct such violation.

- We may engage in any reasonable network management practice to enhance the Services, to manage network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum. Your data throughput speeds will be reduced any time your data usage exceeds an applicable, identified usage threshold during any billing cycle, even if your plan is designated as an unlimited data plan.
- We may, but are not required to, monitor your compliance or the compliance of other subscribers with our AUP and Consumer Cellular's other terms, conditions, or policies.
- We may revise the AUP from time to time by posting a new version on the [Consumer Cellular](http://ConsumerCellular.com) website at [consumercellular.com](http://consumercellular.com).

## **7.2 Ownership of My Number.**

Except as authorized by applicable federal law, you have no ownership rights to your Number. We may change your Number assignment by giving you notice of the change. You may not assign the Number or a Device's Electronic Serial Number ("ESN") to any other Device. You may not program any other Number into your Device. In the event you transfer an existing phone number for your Service (e.g., by porting (or attempting to port) a number to us), you hereby authorize us to process your order for Service with Consumer Cellular and to notify your existing provider of your decision to switch that number to Consumer Cellular, and you represent that you are authorized to take this action. Not all phone numbers are eligible for porting.

## **7.3 Consent to be Contacted.**

You understand and agree that Consumer Cellular and/or its outside collection agencies, outside counsel, or other agents, may contact you for any purpose regarding your Service, your account, including billing and collection, and any additional products and services we may offer, in any manner, including by phone, mail, email, text message, and push notifications. You understand and agree that calls or text messages may be made using an automatic telephone dialing system or artificial or prerecorded voices. You agree that such contact may be to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to us, including from "refer a friend" and similar programs. You agree and acknowledge that any email address or any other electronic address that you provide to us is a private address and is not accessible to unauthorized third parties. You agree to notify us promptly if you can no longer be reached at the contact number, email or address you provided us with. 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.

We send important messages to our customers through bill messages and/or bill inserts. If you have electronic billing, you are considered to have received these notices once your electronic bill is available for viewing. If you get a paper bill, you are considered to have received these notices three (3) days after we mail the bill to you.

## **7.4 Ability to Contract.**

You affirm that you any authorized users on your account are at least the age of eighteen (18), or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with the terms of this Agreement. If you are using our Services on behalf of any entity, you are accepting this Agreement on that entity's behalf.

## **7.5 Privacy and Security.**

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please refer to our [Privacy & Security Policy](https://consumercellular.com/legal/privacyandsecurity) at [consumercellular.com/legal/privacyandsecurity](https://consumercellular.com/legal/privacyandsecurity). Devices use radio channels to transmit voice and data. Although laws prohibit listening in on calls, your privacy cannot be guaranteed. If you prefer not to receive marketing communications from Consumer Cellular, please follow the unsubscribe links on any email message, reply "STOP" to any text message or visiting [Contact Us](https://consumercellular.com/contact) at [consumercellular.com/contact](https://consumercellular.com/contact).

## **7.6 Use by Children.**

Our Services are directed toward a general audience and are not directed toward children under the age of thirteen (13). For this reason, children under the age of thirteen (13) should not be permitted to access the Services unless allowed by an account holder who is their legal guardian. You understand that by permitting a child to access the Services, you are giving your child access to that Service's features, the internet, and a broad range of third-party content. It is your responsibility to determine whether the features are appropriate for a minor. Consumer Cellular's data collection and use practices comply with the United States Children's Online Privacy Protection Act ("**COPPA**"). We will not knowingly collect, disclose, or maintain personal information directly from a child under the age of thirteen (13) without prior parental consent, unless permitted by law. If we become aware that we have collected information directly from a minor without parental consent, we will work to delete the personal information provided by the child in accordance with applicable law.

## **7.7 Notices.**

Written notices to you shall be effective on the date deposited in the U.S. mail addressed to your address of record, unless otherwise specified. Written notice to us shall be effective when directed to our Customer Service Department and received at our address of record at CONSUMER CELLULAR, INCORPORATED, 12447 SW 69TH AVE., PORTLAND, OR 97223. Your notice to us must specify your Number and account information so we may identify your account. Oral notices shall be effective on the date reflected in our customer service system.

## **7.8 Credit History and Reporting.**

You authorize Consumer Cellular to: (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations; and (b) periodically obtain and use your credit report and other credit information from any source in connection with our offering of Service. You understand that if you fail to fulfill the terms of your credit obligations under this Agreement, we may report your failure to a credit reporting agency.

## **7.9 Intellectual Property Rights.**

You must respect the intellectual property rights of Consumer Cellular, our third-party content providers, and any other owner of intellectual property whose protected property may appear on or accessed through any of our Sites. Except for material in the public domain, all material displayed in association with the Services 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 trademarks, copyrights and logos used or displayed by us, on our Sites or otherwise, are owned by Consumer Cellular or by third parties and are the property of their respective owners. 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 in our [DMCA Policy](https://consumercellular.com/agreement) at [consumercellular.com/agreement](https://consumercellular.com/agreement).

## **7.10 © 2025 Consumer Cellular.**

All rights reserved. Consumer Cellular, Consumer Cellular logo and all other marks related to our products are trademarks of Consumer Cellular and/or Consumer Cellular affiliated companies. You are not authorized to use any Consumer Cellular marks in any advertising, publicity, or in any other commercial manner without the prior written consent of Consumer Cellular, which may be withheld for any or no reason.

### **7.11 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.

### **7.12 Assignment.**

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

### **7.13 Governing Law.**

To the greatest extent permitted by law, except for disputes brought in small claims court, disputes subject to arbitration or claims involving the applicability or enforceability of the arbitration provision or any of its parts, the state and federal courts in Delaware will have exclusive jurisdiction over any disputes. You and Consumer Cellular consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

### **7.14 Survival.**

Following the termination this Agreement, or cancellation of your Service and your account, some terms will continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution, disclaimer of warranties, limitations of liability, indemnification, and governing law.

### **7.15 Conflicting Terms.**

In the event of any conflict between this Agreement and any supplemental materials, terms, or policies, this Agreement will govern our relationship with you. 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. TERMS APPLICABLE ONLY TO SPECIFIC STATES OR CUSTOMERS**

### **8.1 California: Unauthorized Charges.**

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. You may submit documents, statements, and other information to show any charges were unauthorized. Unauthorized charges may include calls made to or from your Device after it was lost or stolen.

If you notify us of any charges that you claim are unauthorized, we will investigate and will advise you of the result of our investigation within thirty (30) days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission (“CPUC”) by visiting [cpuc.ca.gov/complaints](http://cpuc.ca.gov/complaints), and you may have other legal rights. While an investigation is underway by the CPUC’s Consumer Affairs Branch, you do not have to pay any disputed charges or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

CPUC’s Consumer Affairs Branch can be reached by the following means if you prefer not to submit your complaint online. Mail: California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, Phone: 800-649-7570, TTY/VCO/HCO to Voice: 800-735-2929, Voice to TTY/VCO/HCO: 800-735-2922, From or to Speech-to-Speech: 800-854-7784.

### **8.2 Connecticut: Questions about Your Service.**

If you have any questions or concerns about your Service with us, please call customer support at (888) 511-

3895 or visit [Contact Us](#) at [consumercellular.com/contact](http://consumercellular.com/contact). If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority. Online: [portal.ct.gov/pura](http://portal.ct.gov/pura), Phone: 1 (860) 827-1553, Mail: Public Utilities Regulatory Authority, 10 Franklin Square, New Britain, CT 06051.

### 8.3 Puerto Rico: Questions about Your Service.

If you have any questions or concerns about your Service with us, please call customer support at (888) 511-3895 or visit [Contact Us](#) at [consumercellular.com/contact](http://consumercellular.com/contact). If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico. Online: [jrsp.pr.gov](http://jrsp.pr.gov), Phone: 787.756.0804 or 866.578.5500, Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941.

### 8.4 State Specific Privacy Rights.

If you are a California resident or live in a U.S. state with a comprehensive privacy law, you may have certain additional privacy rights with respect to the personal information we collect about you. Please refer to our [Privacy & Security Policy](#) at [consumercellular.com/legal/privacyandsecurity](http://consumercellular.com/legal/privacyandsecurity) to find Consumer Cellular's Privacy Policy, Notice at Collection, and to learn more about your rights under such state-level comprehensive privacy laws.

### 8.5 AARP Members.

#### **AARP MEMBERS, PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

For customers who are AARP members at the times of each instance of Consumer Cellular conduct complained of, you may choose to either resolve disputes by binding arbitration as set forth above in "[Dispute Resolution by Arbitration](#)" and "[Arbitration Agreement](#)," or to alternatively exercise the following limited rights to proceed with non-binding arbitration as governed by the American Arbitration Association ("**AAA**") under the AAA Non-Binding Consumer Arbitration Rules ("**AAA Rules**") and administered by AAA (AAA Rules are available online at [adr.org](http://adr.org)); and thereafter have the potential option of filing an individual claim in court with the possibility of a jury trial if the law allows, or a restricted right to bring a claim in court as a plaintiff or member of a class in a class action lawsuit, if, but only if:

- You first comply with the notice and informal resolution process described above in "[HOW TO RESOLVE DISPUTES WITH US](#)" and in your required written notice to Consumer Cellular you include notice of your intention to file for non-binding arbitration if the dispute is not informally resolved;
- You file for and complete individual non-binding arbitration in accordance with the rights, obligations, and limitations above in "[Dispute Resolution by Arbitration](#)" and "[Arbitration Agreement](#)" if the dispute has not been resolved informally;
- You pay and are solely responsible for your arbitration filing fee regardless of the outcome of the arbitration;
- You voluntarily waive in a signed writing submitted to Consumer Cellular any right to attempt to enforce any arbitration award or decision rendered by the arbitrator;
- The arbitrator's findings are not allowed in evidence, or heard or seen by the trier of fact in court, but the arbitrator's written findings may be presented confidentially under seal to the court for the sole purpose of obtaining a legal determination by the court as to whether you have standing under the terms of the Agreement to bring or participate in a potential class action as described in the last bullet point below in this Section;
- You do not contest the validity of any terms of this Agreement;
- You do not make any claim for the arbitration filing fees you have incurred;
- Your court claim is brought exclusively in the state or federal courts of Delaware and is governed exclusively by the substantive law of the State of Delaware, except that the enforceability of the arbitration, waiver and claim limitation provisions in this Agreement shall be favorably enforced and

- construed under the Federal Arbitration Act and its policies; and
- Your right to assert a class action claim or join as a class member in a class action lawsuit is strictly limited. You must first obtain a ruling by the applicable state or federal court in Delaware that the arbitrator in your individual non-binding arbitration made a specific written non-binding finding that Consumer Cellular has engaged in conduct that constitutes fraud under Delaware common law. If you obtain that ruling, then you have a limited right to assert or join a class action claim in that court, but only if and to the extent that the claim is based solely on and is strictly limited to recovery under Delaware common law fraud.