



### **SIM Card Returns & Exchanges**

**SIM cards, SIM Chips and Specialty branded mobile service cards may not be returned for a refund once they are issued. If you believe you have a defective SIM Card please contact our customer service for immediate replacement.**

### **Device Returns & Exchanges**

**Devices purchased at a SmartSIM USA store:** SmartSIM USA provides a 7-day return policy – beginning on the date of purchase – in which you may return or exchange a qualifying new or reconditioned wireless device purchased at one of our SmartSIM USA Stores.

**Devices purchased online at [www.SmartSIMUSA.com](http://www.SmartSIMUSA.com):** SmartSIM USA provides a 7-day return policy – beginning on the date the device is received – in which you may return a qualifying wireless device. Devices purchased online must meet the return/exchange requirements to be accepted. Devices that do not meet the return/exchange requirements will be returned to the customer.

Certain devices may include return requirements that are different from this Return Policy. Any differences in return policies will be explained at the point of purchase.

### **How to Return or Exchange a SmartSIM USA Device**

If you purchased the device online, call or chat with a SmartSIM USA Support Advocate initiate the return/exchange process.

If you purchased the device at a SmartSIM USA Store, please go back to that same store to return or exchange your device.

### **Device Return Fees**

A fee of up to \$25 may be applied (except where prohibited) when a device purchased at a SmartSIM USA Store is returned without all of the original components. For example, if the device is missing the battery, battery door, charging transformer, or charging cable, the store will apply this fee.

There is no fee for returning compliant devices purchased online at [www.SmartSIMUSA.com](http://www.SmartSIMUSA.com)

### **Refunds**

Refunds will be issued within 10 business days of receipt of compliant returns (most are processed within 3-4 business days). Non-compliant returns will be returned to customers with an explanation of the reason for rejection. No refund will be issued for rejected returns.

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

### **WHO IS THIS AGREEMENT WITH?**

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



## HOW DO I ACCEPT THESE T&Cs?

You accept these T&Cs by doing any of the following things:

- giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- activating, using or paying for the Service or a Device; or
- opening the Device box.

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

When you accept, you're telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a contract. If you accept for an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

## WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?

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

- SmartSIM USA services provided to you ("Services");
- Any equipment for which we provide Service, such as a phone, handset, tablet, or SIM card (collectively, a "Device");
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device ("Charges");
- Privacy information;
- Network management practices;
- Limitations of liability; and
- Resolution of disputes by arbitration and class action waiver

## ARE THERE ANY OTHER TERMS THAT APPLY TO ME?

Yes. Your "Agreement" includes these T&Cs, the additional terms found in your Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these T&Cs. Sections marked "\*" continue after termination of our Agreement with you.

You should also be aware that our [Privacy Policy](#) and Open Internet Policy apply to the use of our products and services.

You might also have other agreements with us, such as an equipment installment plan or JUMP! On Demand Lease Agreement.

## \*HOW DO I RESOLVE DISPUTES WITH SMARTSIM USA?

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



### **WHAT IS A RATE PLAN?**

Your “Rate Plan” includes your Service allotments, for example, for minutes, messages or data, rates, coverage and other terms. You can check your current usage by visiting SmartSIM USA.com

### **HOW WILL I BE CHARGED FOR DATA USAGE?**

Data service may be included in your Rate Plan or data pass or you may be charged for data usage on a pay per use basis (“Data Plan”). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current usage by visiting SmartSIMUSA.com). If you do not have a Data Plan, your Device may not be able to access data services.

### **ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?**

The terms of these T&Cs apply to prepaid customers.

### **HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?**

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

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

This information is sensitive so take steps to protect it. We will treat presentation of the proper account validation information as authorized access to an account.

### **WHERE, HOW, AND WHEN DOES MY SERVICE WORK?**

These T&Cs describe the experience you can expect on our network, including information about our reasonable network management practices, and the experience on our roaming partners’ networks:

- Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our network may vary and change without notice depending on a variety of factors. You agree that we are not liable for problems relating to Service availability or quality.
- For more information about roaming, [click here](#).
- To provide the best possible experience for the most possible customers on SmartSIM USA branded plans, we prioritize the data usage of a small percentage of our heavy data users, specifically those using more than 50GB of data in a billing cycle below that of other customers in times and locations where there are competing customer demands for network resources. This threshold number is periodically evaluated and may change over time. We prioritize smartphone and mobile internet (tablet) over Smartphone Mobile HotSpot (tethering) traffic on our network.



- We utilize streaming video optimization technology in our network on qualifying Rate Plans to help minimize data consumption while also improving the service experience for all customers. Some Rate Plans have video optimization via the Binge On feature. Some qualifying video providers may choose to opt-out of the Binge On program. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled.
- Additionally, we may implement other network practices, such as caching less data.
- Our Open Internet Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices.

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

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. Your Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of our Services and your Device are permitted and others are not.

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

You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. [Click here](#) to learn more about how we handle Charges that are incurred after you report that your Device is lost or stolen.

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

You agree to pay all Charges we assess and bill you or that were accepted or processed through all Devices on your account. You will receive an electronic (paperless) bill unless you tell us you want a paper bill. Your Device cannot be used to purchase services and products from third parties, and Charges for these purchases may not be included on your SmartSIM USA bill.

**\*DOES SMARTSIM USA CHECK MY CREDIT?**

No

**AM I REQUIRED TO MAKE A DEPOSIT?**

We require prepayment for Services.

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

Yes. You are free to download and use content or applications (“Content & Apps”) on your Device that are not provided by SmartSIM USA, at your own risk. Third party Content & Apps may require your agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our network without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

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



There are no annual service contracts. All SmartSIM USA service plans are prepaid,

#### **CAN SMARTSIM USA CHANGE OR TERMINATE MY SERVICES OR THIS AGREEMENT?**

Yes. Except as described below for Rate Plans with the price-lock guarantee (including the “Un-Contract Promise”), we may change, limit, suspend or terminate your Service or this Agreement at any time, including if you engage in any of the prohibited uses or no longer reside in a SmartSIM USA-owned network coverage area. Under certain limited circumstances, we may also block your device from working on our network. If the change to your Service or Rate Plan will have a material adverse effect on you, we will provide 14 days’ notice of the change. You’ll agree to any change by using your Service after the effectiveness of the change. We may exclude certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

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

#### **\*YOUR CONSENT TO BE CONTACTED**

We may contact you without charge, on any wireless telephone number assigned to your account for any purpose, including marketing messages, and in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other account or service related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that SmartSIM USA, and anyone contacting you on our behalf, may communicate with you in any manner, including using a pre-recorded or artificial voice, or using an automatic telephone dialing system to place calls or send messages, alerts, or an automatic e-mail system to deliver email messages. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service and account.

#### **HOW DO WE NOTIFY EACH OTHER?**

You may contact us at [www.SmartSIM USA.com](http://www.SmartSIM USA.com), by calling +1-407-459-4956

#### **EMERGENCY ALERTS**

We have chosen to offer wireless emergency alerts, within portions of its coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts.



## Dispute Resolution

### **\*HOW DO I RESOLVE DISPUTES WITH SMARTSIM USA?**

**Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.** This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the "Opt Out Deadline").** You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling +1-407-459-4956 or online at [www.SmartSIMUSA.com/](http://www.SmartSIMUSA.com/) **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address provided in the "How Do We Send Notices to Each Other" Section below. You and we each agree to negotiate your claim in good faith. If you and we are unable to resolve the claim within 60 days after we receive your claim description, you may pursue your claim in arbitration. You and we each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

**If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings.** You must send a letter requesting arbitration and describing your claim to our registered agent (see the "How Do We Send Notices to Each Other" section below) to begin arbitration. The arbitration of all disputes will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling +1-407-459-4956. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Upon the filing of the arbitration demand, we will pay or reimburse all filing, administration



and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

**CLASS ACTION WAIVER. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. **If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.**

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

#### **Other Terms Regarding Dispute Resolution**

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

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting [www.SmartSIMUSA.com](http://www.SmartSIMUSA.com), by calling +1-407-459-4956. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your bill or Charges to your account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or Charge, you agree that the issue is fully and finally resolved. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

##### **\*CHOICE OF LAW**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Florida. Foreign laws do not apply. Arbitration or court proceedings must be in Orange County in the State of Florida.

##### **\*DISCLAIMER OF WARRANTIES**

**Except for any written warranty that may be provided with a SmartSIM USA Device you purchase from us, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your Service or your Device. We can't and don't promise uninterrupted or error-free service and don't authorize anyone to make any warranties on our behalf. This doesn't deprive you of any warranty rights you may have against anyone else. We do not guarantee that your**



communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. We are not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. We cannot assure you that if you place a 911 call or text you will be found.

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

#### **\*LIMITATION OF LIABILITY**

To the extent permitted by law, you and we each agree to limit claims for damages or other monetary relief against each other to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against any other party to the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, for any information (like pictures) that gets lost or deleted if we work on your Device, or for failure or delay in connecting a call or text to 911 or any other emergency service. To the extent permitted by law, you and we each also agree that all claims must be brought within 2 years of the date the claim arises.

#### **\*INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account or that you allow to use the Service or your Device.

#### **Additional Terms for Prepaid Customers**

Your SmartSIM USA prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service you must have a SmartSIM USA prepaid Service account balance for pay as you go service or be on an active prepaid plan. Service will be suspended when your account balance reaches zero and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for 30 days, however, depending on the time of day that you activate your Service or that your Service expires, your service cycle may not equal 30 full 24 hour days. Your monthly plan will automatically renew at the end of 30 days if you have a sufficient SmartSIM USA prepaid Service account balance to cover your prepaid Service plan before the first day after your service cycle. If you do not have a sufficient SmartSIM USA prepaid Service



account balance, your prepaid Service will be suspended unless you move to a pay as you go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Coverage specific to our prepaid Service may be found at <http://smartsimusa.com/coverage-map>

### **Using Our Network**

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

As our customer, your actual Service area, network availability, coverage and quality may vary based on a number of factors, including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and service availability.

We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible on-device experience for the most possible customers on SmartSIM USA branded plans and minimize capacity issues and degradation in network performance, we may, without advance notice, take any actions necessary to manage our network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle. This threshold number is periodically evaluated and may change over time.

Where the network is lightly loaded in relation to available capacity, a customer whose data is prioritized below other data traffic will notice little, if any, effect from having lower priority. This will be the case in the vast majority of times and locations. At times and locations where the network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Customers on Rate Plans and Devices with 4G capability should be aware that these practices may occasionally result in speeds below those typically experienced on our 4G LTE and HSPA networks. We constantly work to improve network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve.

### **Roaming**

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



**Domestic Roaming:** Your Device may connect to another provider’s network (“Off-Net”). This may happen even when you are within the SmartSIM USA coverage area. Check your Device to determine if you are Off-Net. Please do not abuse this; we may limit or terminate your Service if you do.

**International Roaming & Dialing:** International Roaming & Dialing service are not available at this time

### **Streaming Video**

We deploy streaming video optimization technology in our network as a feature on qualifying Rate Plans, which also helps to ensure that available network capacity can be utilized to provide a good service experience for the maximum number of customers. The optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering on mobile devices, and reduce the amount of data consumed for streaming video, making room for other users to enjoy higher speeds and a better network experience overall. Video optimization occurs only to data streams that are identified by our packet-core network as video. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user’s Device. Alternatively, customers may choose Rate Plans that offer video optimization as a customer-controlled feature (e.g., “Binge On”). When this feature is enabled, on-device video is typically delivered at DVD quality (up to 1.5 Mbps speeds, generally 480p or better).

The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled. Rate Plans that feature this technology allow customers to choose to enable (and disable) video streaming optimization when connected to the cellular network, unless a provider has chosen to opt-out

### **Examples of Permitted and Prohibited Uses of the Service and Your Device**

Permitted uses include:

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

Unless explicitly permitted by your Rate Plan or Data Plan, you are not permitted to use your Device or the Service in a way that we determine:



- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware”, hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications which automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including “spamming” or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being off-net (i.e., connected to another provider’s network) for any 3 billing cycles within any 12 month period;
- Results in unusually high usage (specifically, more 50GB (updated periodically) in a month) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 billing cycles within any 6 month period;
- Resells the Service, either alone or as part of any other good or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

### **Information about What Happens if Your Device is Lost or Stolen**

Once you notify us that your Device has been lost or stolen, we will suspend your Service and you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, applicable taxes, fees, and surcharges. If Charges are incurred before you notify us, you are not liable for Charges you did not authorize. However, the fact that your Device or account was used is some evidence of authorization. You may request us to investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. If you request that we not suspend your Service, you will remain responsible for all Charges incurred. We may prevent a lost or stolen Device from registering on our and other networks.



## Billing Information

Please read the following for more information about how we bill for calls, data usage and messaging, Wi-Fi usage, third party charges, taxes, and surcharges.

**Usage:** Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). For voice calls, we round up any fraction of a minute to the next full minute. Depending upon your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or at the time you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages. Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan allotments in a later billing cycle. Unused Rate Plan allotments expire at the end of your billing cycle. You may be billed additional Charges for certain features and services. Charges for Wi-Fi usage may differ; see your Rate Plan for more details.

**Taxes:** You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give notice of changes to these charges. To determine taxes & fees, we use the street address you identified as your Place of Primary Use ("PPU"). The PPU for **Puerto Rico customers** must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. Except as may be otherwise required by law, in the event you dispute your PPU or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 60 days of the date of our bill containing such tax or fee. Regardless of any Rate Plan guarantee, taxes and fees may change from time to time without notice.

## Additional Terms

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. Except as provided in the Section entitled "How Do I Resolve Disputes with SmartSIM USA", if any part of the Agreement is held invalid that part may be severed from the Agreement.

You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of this Agreement or your debt will not change or relieve your obligations under this Agreement.

The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents.



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