



## Terms of Service

### Introduction

The following Terms of Service apply to True Wireless, LLC ("True Wireless") services and mobile phones activated on True Wireless services, including those services supported by the federal Lifeline program.

By activating your True Wireless phone and/or utilizing your True Wireless service, you accept these Terms of Service. If you do not accept these terms, please contact True Wireless at 1-877-412-1919 before activating your phone or utilizing the service. Any changes or modifications to these Terms are effective and will be binding upon you when posted on our website at [gotruewireless.com](http://gotruewireless.com). Because these Terms of Service are subject to change at any time, You should always check our website for the most current version.

When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for True Wireless service.

### Our Right to Make Changes

These Terms of Service may change at any time, including the prices for True Wireless' service. Unless expressly prohibited by law, we reserve the right to modify or cancel this service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms of Service. Your right to use our service is subject to our business policies, practices and procedures, rates and these Terms of Service, which we may change at any time.

Unless prohibited by law, we reserve the right to modify, change, or cancel any part of your service at any time including but not limited to rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your Terms.

### Mobile Telecommunications Services

Airtime may be used for domestic calling and for related services as provided in these Terms of Service.

True Wireless provides service for personal use only. Service may not be transferred to any third party or shared among multiple individuals.

You may not use our service in a manner that interferes with another customer's use of our service. Our ability to provide good service maybe impaired when customers place an abnormally high numbers of calls, send or receive an unusually high number of messages, or repeatedly place calls of unusually long duration, when compared to typical usage by other customers on similar service plans. Such atypical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. True Wireless has safeguards to ensure that its customers do not use the service in a manner inconsistent with personal, non-commercial use, including terminating or suspending service to the customer violating this policy.

**UNLIMITED Voice Services.** UNLIMITED DOES NOT MEAN UNREASONABLE USE. UNLIMITED voice services are provided solely for live dialog between two individuals. UNLIMITED voice services may not be used for conference calling, 3-way calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. If True Wireless finds that you are using an UNLIMITED voice service offering for anything other than live dialog between two individuals, True Wireless may at its option terminate your service or change your plan to one with no UNLIMITED usage components. True Wireless reserves the right to cancel or deactivate Service without notice, in order to protect the Carrier's network from harm due to any cause including, without limitation, the excessive and/or improper use of True Wireless service. True Wireless reserves the right to deny or terminate Service, without notice, to anyone True Wireless believes is using True Wireless service in any manner prohibited above or whose usage, in True Wireless's sole discretion, adversely impacts the Carrier's network or customer service levels. True Wireless will presume you are engaging in a prohibited use in violation of these Terms of Use if in True Wireless's sole opinion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your talk, text or Mobile Web usage is harmful or disruptive to the Carrier's network or services. If we determine, at our sole discretion, that you are using True Wireless service in violation of the True Wireless Terms of Use, or in any other manner that we deem to be unreasonable or excessive, then we may terminate individual calls, decline to renew your service, and/or offer you a different service plan with no unlimited usage component. Notwithstanding the foregoing, True Wireless reserves the right to deny service, deactivate or cancel existing service to anyone for any reason at any time, in True Wireless's sole discretion.

You agree not to use True Wireless service in any way that is illegal, fraudulent or abusive, as determined by True Wireless in its sole discretion. You may not alter any of the hardware or software on your True Wireless phone for any purpose. We may change your mobile phone's software, applications or programming remotely and without notice. This may affect stored data or other personal information or programming on your mobile phone for which we are not responsible. True Wireless phones may not be purchased in bulk or sold to third parties.

Local phone numbers may not be available in certain markets. Wireless services use radio transmissions and are therefore affected by technological limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by you damaging your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify True Wireless at 1-877-412-1919 within seven days of the interruption.

Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within our control, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

## **Lifeline Broadband Service**

Eligible True Wireless customers with service that meets the minimum standards of 500 mobile voice minutes and 500mb of 3G speed data will be enrolled in the Lifeline Broadband program. Customers who wish to receive Lifeline Broadband service, but do not currently have a 3G capable device will need to upgrade their current device through True Wireless. There may be additional costs in acquiring new equipment. Current True Wireless customers who meet the minimum service standards, but do not wish to participate in the Lifeline Broadband program will need to notify True Wireless prior to December 16, 2016.

New Customers enrolling after December 2, 2016 will automatically be enrolled for Lifeline Broadband service.

## **Availability**

To be eligible for True Wireless' Lifeline service, you must meet the applicable eligibility standards described in these Terms of Service as well as applicable Federal and state laws and regulations, and reside within a True Wireless, ETC service area.

## **Eligibility**

Eligibility for True Wireless' Lifeline voice and broadband service varies by state. You may qualify for True Wireless' Lifeline voice and broadband service if you participate in any of the government programs listed on your True Wireless application or based on household income eligibility standards. **Starting June 1, 2012**, if you seek to qualify for True Wireless based upon participation in a qualifying federal or state program or by household income eligibility standards, **you will be required to provide proof of program participation and/or documentation of your household income. You will also be required to provide documentation to confirm your identity.** If you fail to qualify for Lifeline pursuant to all applicable state and federal requirements, but still desire to receive service from True Wireless, you will be charged the full, non-discounted service charge.

By completing the True Wireless application, you consent to the release of your information, including to the Universal Administrative Company and commercial databases for identity verification, as required for the administration of your True Wireless LLC service. This includes, but is not limited to, your name, address, telephone number, partial social security number, date of birth, financial information and qualifying program or income level.

True Wireless reserves the right to review your eligibility status at any time and requires you to provide True Wireless written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless account at your principal residence. If you or any member resident at your primary address receives Lifeline benefits from any other company, you are responsible for notifying your current service provider that you wish to cancel service and de-enroll you from NLAD before you can be approved for Lifeline benefits through True Wireless.

If you choose to transfer your Lifeline benefit to another service provider, you will no longer receive Lifeline service from True Wireless. In the event of a transfer, your True Wireless account will either be terminated or you will be charged the full, non-discounted service charge.

Eligibility for True Wireless may not transfer to a third party. Benefits received under the True Wireless service, including but not limited to, any voice minutes received under the True Wireless service may not be transferred.

### **True Wireless Service**

Customer may not de-enroll from Lifeline Voice program within the first sixty (60) days from the date first enrolled. Handset must be returned to True Wireless before customer will be de-enrolled.

Customer may not de-enroll from Lifeline Broadband program within the first (12) months from the date first enrolled. Handset must be returned to True Wireless before customer will be de-enrolled.

Unused minutes and messages as part of a monthly plan, expire at the end of your monthly period and may not be used in subsequent months and may not be transferred or assigned to any third party. If you use all of your monthly voice minutes before a new monthly cycle starts you may not use your mobile phone to make or receive voice calls (other than 911 emergency calls), until the start of the next monthly cycle. You will have the option of purchasing a Top Up to provide additional services by calling 1-877-412-1919 or visiting [www.goTrueWireless.com](http://www.goTrueWireless.com).

### **Account Status**

Your account will remain active as long as you meet the applicable eligibility standards for the True Wireless service. You are responsible for notifying True Wireless if you no longer meet the applicable eligibility standards for True Wireless, by calling True Wireless at 1-877-412-1919.

If you receive a request from True Wireless asking that you confirm your eligibility status, you must do so within 30 days after you receive such notice.

Account balances are nonrefundable and nontransferable.

### **Payment Methods for Paid Service Options**

You can purchase one of our Top-Ups through one of the following payment methods: (1) credit/debit card (2) Money Gram (3) contacting customer service at 1-877-412-1919, or (4) buying a True Wireless Top-Up card at any of our retail locations. Sales taxes will apply.

You can register to automatically renew your account by registering for Auto Pay. You agree to have Auto Pay deduct the amount of your monthly bill from your credit card. You can set up, modify, or cancel your Auto Pay preferences at [www.goTrueWireless.com](http://www.goTrueWireless.com) or by calling True Wireless at 1-877-412-1919.

Taxes and surcharges are not included in our pricing for service options. True Wireless charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by area. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

### **International Calling**

All phone plans include calls made in the 50 United States and do not include international calls. The placement of calls outside the domestic US may result in the termination of service at the sole discretion of True Wireless.

### **Messaging**

You can send and receive text messages of up to 160 characters on your True Wireless phone. Text messages will be valued at 1 talk minute per message sent and/or received on True Wireless' basic voice and broadband plans. Certain True Wireless unlimited service plans include both unlimited voice and text messaging. Unlimited plans are not available in all areas. Call customer service at 1-877-412-1919 for package pricing. Each domestic text will be deducted from the available messages in your purchased plan. You can terminate your subscription or switch to another plan by calling True Wireless customer service at 1-877-412-1919. You may receive service alerts from True Wireless for which there is no charge. If you are receiving unwanted text messages, contact the source and ask to be removed from their distribution list.

### **Unsolicited Messages**

If you are found to be sending spam from your True Wireless phone, we may terminate your service without further notice.

### **Data Services and Usage on Your True Wireless phone**

True Wireless Lifeline Broadband subscribers will receive a minimum of 500mb of 3G data. True Wireless Lifeline voice subscribers may purchase a subscription for access to the mobile Internet and Lifeline Broadband subscribers may purchase additional data. True Wireless, in its sole discretion, may interrupt or suspend access due to abuse, excessive use, or violations of the Terms of Service.

### **Specific Terms and Restrictions Regarding Data Services**

Your relationship with companies that provide Data Content is between you and those companies. You are responsible with any information you share and it is recommended that you use good judgment and care when you communicating and interacting with any website.

### **Balance Inquiries**

You may check your balance at any time free of charge by visiting our website: [www.goTrueWireless.com](http://www.goTrueWireless.com) or contacting customer service at 1-877-412-1919.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. You can switch your number to another True Wireless phone for no additional charge by calling True Wireless at 1-877-412-1919.

Please contact True Wireless at 1-877-412-1919 or visit our website at [www.goTrueWireless.com](http://www.goTrueWireless.com) for additional information.

### **Roaming**

A roaming charge of \$0.59/min will apply when making or receiving calls outside the home coverage area. We may notify you when you are roaming, but cannot guarantee we will be able to provide such notice in all cases.

Dialing 411 on your keypad may affect your plan and could result in additional charges to your account. For your convenience, please dial 611 for customer service, or you may also dial 1-800-FREE-411. Roaming and International calls are not part of your plan and will result in charges to your account. Your service may be suspended due to any of these occurrences until charges are paid.

### **Disputed Charges**

If you think that there has been an error in any charge to your account, you must notify us immediately. Call True Wireless at 1-877-412-1919 and an account specialist will investigate your claim. If you do not notify us within a 30-day period of the error, you waive any right to dispute the charge, including in arbitration or a court proceeding. If we determine that the disputed charge was inappropriate, your account will be credited or you may receive a refund. If you agree to a credit or refund, you are in agreement that this action has settled the dispute.

If we have attempted to charge your credit card for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company withholds such payment because the charge has been disputed (a “charge-back”), **we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed.** If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period.

### **No Refunds of Top-Up Cards and Monthly Charges**

All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone after you buy airtime regardless of if it is used for voice, SMS/Text Messaging or Data, and regardless of whether the mobile phone is used with your consent or knowledge.

Monthly charges are non-refundable.

### **Refunds or Exchanges**

All mobile phones and/or equipment purchased directly from True Wireless are nonrefundable or subject to exchange. All sales are immediately binding and final. True Wireless reserves the right to refuse any and all refunds and exchanges for any and/or no reason. Orders cannot be cancelled for any reason. Prices and policies are subject to change without notice.

### **Returning Your True Wireless Phone**

All mobile phones purchased directly from True Wireless, include a seventy-two 72 hour limited warranty from the equipment provider. If you experience issues with your phone, please contact True Wireless at 1-877-412-1919 and we will arrange for a replacement device. Handset must be returned to True Wireless before customer will be de-enrolled. Phones will not be replaced if it is determined by True Wireless that customer caused the defect or damage to the device. True Wireless reserves the right to refuse replacement.

### **Lost or Stolen Equipment**

If your mobile phone is lost or stolen, *you are responsible* for charges incurred *until you notify us* of the loss of your mobile by calling True Wireless at 1-877-412-1919. Upon receiving notice that your mobile phone is lost or stolen, True Wireless will suspend your account. If you do not either activate a new True Wireless phone or notify us that you have found your old mobile phone within 60 days of the suspension of your account, your account will be deactivated and you will lose your True Wireless phone number.

### **Transferring Service of Your Mobile Phone to Another Telecommunications Provider**

The mobile phone we provide to you, free of charge, is the property of True Wireless. If you wish to transfer this mobile phone to another telecommunications provider, you must purchase the mobile phone for the retail rate of the phone. True Wireless reserves the right to disallow use of, or “lock,” the mobile phone until this condition is met.

### **PROMOTIONS**

All promotions are for a limited time and subject to restrictions and limitations. True Wireless expressly reserves the right to change and/or cancel promotions offered at any time.

Gift cards are not redeemable for cash, check, transfer, or credit. All delivery times are estimated and not guaranteed. True Wireless is not responsible for gift card delivery mistakes or mishap due to: (1) any incorrect or inaccurate information, whether caused by any promotion entrants, printing errors, or promotion related advertisements or by any equipment or programming associated with or utilized in the promotion; (2) unauthorized human intervention or error in any part of the entry, mailing, or receipt process of any promotion; or (3) technical or human error which may occur in the administration of any promotion or processing of entries. Gift cards are not guaranteed or owed to recipient. True Wireless reserves the right to cancel or modify gift card promotion at any time without notice. True Wireless reserves the right to refuse to mail out gift cards at its own discretion.

The WinBack credit promotion applies a fifty dollar (\$50) credit to your personal account. The fifty dollar credit will be incrementally distributed through \$2.50 installments applied to your account over the course of twenty (20) months. All forms of credit received have no cash value and cannot be redeemed or refunded as cash. All forms of credit received may not be applied towards the purchase any equipment including, but not limited to, handsets and accessories.

True Wireless reserves the right to deny or terminate service and/or promotions without notice for any misuse or any use that adversely affects network performance. True Wireless reserves the right to change coverage, services, and promotions, offered at any time, and True Wireless expressly reserves the right to deny service for any or no reason without liability or penalty, except as expressly stated in these Terms and Conditions.

**Oklahoma Customers.** Please see this incredible limited time offer. Verify the information on your existing True Wireless account now and get up to \$450 credit / year of free service.\* We love you and we show it! Oklahoma Customers can receive a total of \$34.25 in lifeline subsidy credit per month so long as Customer qualifies and maintains eligibility standards set forth by the FCC. Customers may also qualify for other discount promotions such as a \$1 discount per month for a True Wireless “Like” on Facebook.

**Non Oklahoma Customers.** Please see this incredible limited time offer. Verify the information on your existing True Wireless account now and get up to \$125 credit / year of free service.\* We love you and we show it! Non Oklahoma Customers can receive a total of \$9.25 in lifeline subsidy credit per month so long as Customer qualifies and maintains eligibility standards set forth by the FCC. Customer may also qualify for other discount promotions such as a \$1 discount per month for a True Wireless “Like” on Facebook.

### **Acceptable Use of True Wireless Products and Services**

You may not use True Wireless’s service for any illegal purpose, including harassing, threatening, abuse, defaming, or slandering any individual or entity. You may not use our service in a manner that interferes with another True Wireless customer’s use of our service.

True Wireless and its business partners provide messages and data for non-commercial use only. You may not publish or send any content that encourages unlawful, criminal, or fraudulent activity or that violates any True Wireless rule or policy.

### **Suspension or Termination of Service**

We reserve the right to issue a warning and to suspend or terminate your access to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of True Wireless.

### **Location Based Services**

Location-based information is information that indicates the location of your True Wireless phone. When you turn on your mobile phone, your device automatically communicates with our network and relays its current location unless you have turned off your handset’s location functionality. Terminating our location-based services will not affect the status of any other services you receive from us.

### **True Wireless Website**

You may use our website located at **[www.goTrueWireless.com](http://www.goTrueWireless.com)** to make payments and learn more about our products and the Lifeline program. True Wireless will not directly complete any calls to 1-900, 1-976 or other pay-per-call services. True Wireless is not responsible for the content or security of voicemail, messages or contact lists you create. We urge you to create a password to access your voicemail. Always use your device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your mobile phone to send text messages. Always use your True Wireless phone in accordance with all applicable laws and regulations.

### **Use of your Customer Information**

In the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We will always handle this data, so-called “Customer Proprietary Network Information” (“CPNI”) in accordance with Federal Communications Commission regulations, federal consumer privacy laws and the True Wireless Privacy Policy. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure.

### **Dispute Resolution**



True Wireless and you, each agree to contact one another first, with any disputes. You must contact us with any dispute by calling True Wireless at 1-877-412-1919 and provide a description of the problem as well as all relevant documents/information and the proposed resolution. We will contact you at the last address that you have provided us or on your mobile phone. We each agree to negotiate in good faith to resolve any dispute. You agree to pay all amounts reflected on your account statement, even while a dispute is being resolved.

### **No Trial by Jury**

To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding. Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the federal or state courts located within Shelby County in the State of Tennessee.

### **Limitation of Liability**

Unless prohibited by law, True Wireless and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that True Wireless and its business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary, or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. True Wireless assumes no risk or responsibility for your use of any of the content provided as part of our services. You acknowledge that no fiduciary or other special relationship exists between you and True Wireless, by virtue of these Terms of Service or your use of True Wireless phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from your address book, or data content or messages from your voicemail system.

**Binding Arbitration** It is intended that this provision be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent or affiliate companies, arising out of or relating to this Agreement, our Privacy Policy or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

**Arbitration Procedures.** You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute has not been resolved within 90 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA online at [www.adr.org](http://www.adr.org). You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in

which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

**Waiver of Class Actions.** By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allows for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity.

#### **Indemnification**

You agree to indemnify and hold harmless True Wireless and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), resulting from your use of True Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

#### **Warranties**

We do not manufacture our mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the distributor. We have no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

#### **Effect of Terms of Service**

These Terms of Service supersede all oral or written communications and understandings between you and True Wireless with respect to our products and services to you and the terms under which they are offered and provided to you.