



Product Use Terms

MetTel Wireless Service

(Effective November 1, 2018; Last Updated November 8, 2021)

1. General. These Product Use Terms apply to Wireless Services provided to Customer by MetTel. Capitalized terms used but not defined herein will have the meanings given to them in the Master Service Agreement between MetTel and Customer.

2. Subsidized Plan Equipment. Equipment supplied under a Plan with any financing, discount or other subsidy must be activated under the Plan within fourteen (14) days of Equipment shipment to Customer, or Customer will be responsible for the full retail price of the Equipment as invoiced by MetTel.

3. Sim Card Kit Fee. Customer will be responsible for the then-current Sim Card Kit Fee (twenty dollars (\$20) as of November 1, 2018) if Customer does not activate a Sim Card shipped by MetTel within thirty (30) days of receipt.

4. Proration: Monthly Services and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of your billing cycle.

5. RMA Policy. If any Equipment is delivered by MetTel in a defective condition Customer must notify MetTel within thirty (30) days (or such longer period as provided by the manufacturer or distributor) of receipt by contacting the MetTel customer service center and opening a service ticket. MetTel will assist in troubleshooting and, if unsuccessful, MetTel will authorize its return and provide a return shipping label. Customer must ship the unit to MetTel for replacement within three business days of receipt of the label and return authorization. Upon receipt of the returned Equipment, MetTel will process the applicable warranty claim with the manufacturer and there will be no charge for such Equipment replaced under manufacturer's warranty (if the repair or replacement is not covered by the manufacturer's warranty, including without limitation water or physical damage, Customer will be charged the full retail value of the replacement in addition to the charges for the original Equipment). Equipment returned for warranty RMA will not be returned to Customer. If multiple units are claimed to be defective, MetTel reserves the right to require return of the defective Equipment prior to issuing a replacement. Replacements for Equipment not returned in accordance with this section will be charged to Customer at full retail in addition to charges for the original unreturned Equipment.

6. Device Recycling ("DRP"): If Customer participates in the DRP, the terms in this Section will apply. When enrolling Equipment in the DRP, Customer will provide MetTel with a description and its good faith assessment of the Equipment condition. MetTel will confirm whether the Equipment is DRP-eligible and, if eligible, provide a DRP quote. If Customer accepts the quote, Customer will deliver the unit to MetTel and MetTel will apply the quoted amount as a credit against Customer's invoice. Title will transfer to MetTel upon receipt. Customer is responsible for removing all personal data and passwords and returning the device to factory-default state in accordance with instructions to be supplied by MetTel prior to return. Except as stated in the Plan, return must be completed within thirty days of quote. Upon receipt of the Equipment, MetTel will assess the unit condition and adjust the credit if it determines in its sole and absolute discretion the Equipment is not of the condition or type represented by Customer at enrollment. As used herein, "condition" evaluated includes all aspects of the Equipment including without limitation functionality, status (timely return, factory-reset and clear of personal data), battery life, wear, defects and damage (cosmetic or otherwise) and completeness of accessories and original packaging. Notwithstanding anything to the contrary, MetTel's determination of condition is final and binding. By participating in the DRP Customer acknowledges and agrees that (i) transfer of the Equipment is final and no Equipment will be returned to Customer regardless of credit determination and (ii) the final adjusted credit (if any) may be less than the amount quoted at enrollment of the Equipment; and Customer hereby releases MetTel from any claim in connection with the foregoing.