



**CUSTOMER PRODUCT USE TERMS:  
METTEL WIRELESS SERVICE ON NETWORK OF T-MOBILE**  
(Effective 3/14/22, updated 1/4/23)

The following Product Use Terms apply to Services provided to Customer by MetTel on the wireless network of T-Mobile (the "Carrier"). MetTel resells access to the Carrier's network through its wholesale provider ("Reseller"). Capitalized terms used but not defined herein will have the meanings given to them in the Master Service Agreement between MetTel and Customer.

1. Customer has no contractual relationship with, and is not a third-party beneficiary of, any agreement between MetTel and Reseller or Reseller and the Carrier. Customer agrees that the Carrier and Reseller will have no legal, equitable or other liability of any kind to the Customer.
2. Subject to the FCC's number portability rules, Customer has no property or other rights in any assigned number and such number can be changed at any time.
3. Customer understands Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission network. Customer agrees that the Carrier, Reseller, and MetTel will not be responsible for such interruptions of the Service or the inability to use the Service within or outside the "Authorized Areas," which is defined as the United States (including Puerto Rico and areas serviced by roaming carriers) where Reseller provides services over the Carrier's network.
4. Customer understands that the Carrier and Reseller cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.
5. Customer understands and agrees that the liability and obligations of MetTel to Customer under their master service agreement (the "MSA") may be strictly controlled and limited by the Carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy and the total liability of the Carrier, Reseller, and MetTel arising in any way in connection with the MSA, for any cause whatsoever, including, but not limited to, any failure or disruption of Service provided, will be limited as set forth in the MSA. In no event will Carrier or Reseller be liable for any cost, delay, failure or disruption of the Service, lost profits, or incidental, special, punitive or consequential damages.
6. The Carrier, and Reseller will not be liable for the failure or incompatibility of devices in connection with the Service. Customer will use devices at its own risk.
7. Customer acknowledges that the Customer agreement is assignable by MetTel.
8. Service may be temporarily suspended or permanently terminated without notice if MetTel's agreement with the Carrier or Reseller is terminated for any reason, or the Customer violates Carrier's network rules and policies. Customer waives any and all claims against the Carrier and Reseller including any roaming carrier, for such suspension or termination.
9. Customer will not use the Service in such a manner that interferes unreasonably with use of Service by Reseller, its subscribers or end users, or the conduct of fraud detection, investigation, or prevention activities in connection with the use of the Service by MetTel's other customers ("Fraudulent Usage"). MetTel is fully responsible for and will pay Reseller all charges for and losses associated with Fraudulent Usage by MetTel, its customers, or any other person using SIMs provided by MetTel.
10. Customer will not activate the Service outside of the Authorized Areas.
11. Devices used for fixed wireless services may only be used at a fixed location. Fixed wireless service may be suspended in the event of excessive location changes. Customer is prohibited from using the fixed wireless service, through use of the SIM Card or MSISDN used with the authorized device, with any device other than a device authorized for fixed wireless services.
12. Except as may be specifically authorized by Reseller or Carrier, as applicable, Customers are not permitted to use devices or the Service in a way that:
  - a. uses a repeater or signal booster other than one Reseller or Carrier provides;
  - b. uses the Service for machine to machine based remote monitoring to provide life-sustaining medical care for any individual, including without limitation, in health care and assisted living environments;

- c. uses the Service for the sale of any type of calling card product or service, including, but not limited to, any 'grab-and-go' or rechargeable product with a pin code that allows the Customer to purchase and/or refill minutes, internet access features or service;
- d. uses, or attempts to use, the Service for voice communications on a non-Reseller branded (white label) SIM card, or in any manner that creates, or appears to create a new "brand" of wireless service;
- e. uses the Service for monitoring third parties without their permission, including, but not limited to, prisoner and parolee monitoring;
- f. modifies the Service in any manner, including, but not limited to, combining to include any MetTel or third-party products, services, features or functionalities that are not included in the Service standing alone(also known as "bundled service") without prior written approval from a Reseller senior vice president;
- g. resells the Service or devices to any government Customer or subscriber, including, but not limited to federal, state, and local governmental entities;
- h. resells the Service or devices by promoting any specific feature that may be included with the Reseller wholesale plan other than base voice or data Service usage allotments that are provided for domestic use with each wholesale plan;
- i. 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;
- j. uses applications which automatically consume unreasonable amounts of available network capacity;
- k. 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;
- l. misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- m. accesses the accounts of others without authority;
- n. results in more than 50% of MetTel's or Customer's voice and/or data usage being off-net (i.e., connected to another provider's network) for any 2 billing cycles within any 12-month period;
- o. results in unusually high usage (specifically, more than 50GB (updated periodically) in a month and the majority of MetTel's or Customer's data usage being smartphone mobile hotspot (tethering) usage for any 3 billing cycles within any 6-month period;
- p. resells the Service without authorization, either alone or as part of any other good or service; tampers with, reprograms, alters, or otherwise modifies a device to circumvent any of our policies or violate anyone's intellectual property rights;
- q. causes harm or adversely affects MetTel, Reseller, Carrier, the Network, our customers, employees, business, or any other person;
- r. conflicts with applicable law; or
- s. attempts or assists or facilitates anyone else in any of the above activities.