

# Important Information for the ZTE Warp Sync



**ZTE WARP SYNC™**

# IMPORTANT SAFETY INFORMATION

This booklet contains important operational and safety information that will help you safely use your phone. Failure to read and follow the information provided in this booklet may result in serious bodily injury, death, or property damage.

## General Precautions

There are several simple guidelines to operating your phone properly and maintaining safe, satisfactory service.

- + To maximize performance, do not touch the bottom portion of your phone where the internal antenna is located while using the phone.
- + Speak directly into the mouthpiece.
- + Avoid exposing your phone and accessories to rain or liquid spills. If your phone does get wet,

immediately turn the power off and remove the battery.

- + Do not expose your phone to direct sunlight for extended periods of time (such as on the dashboard of a car).
- + Although your phone is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.
- + Any changes or modifications to your phone not expressly approved in this document could void your warranty for this equipment and void your authority to operate this equipment.

**Note:** For the best care of your phone, only authorized personnel should service your phone and accessories. Failure to do so may be dangerous and void your warranty.

## **Maintaining Safe Use of and Access to Your Phone**

### **Do Not Rely on Your Phone for Emergency Calls**

Mobile phones operate using radio signals, which cannot guarantee connection in all conditions. Therefore you should never rely solely upon any mobile phone for essential communication (e.g., medical emergencies). Emergency calls may not be possible on all cellular networks or when certain network services or mobile phone features are in use. Check with your local service provider for details.

### **Using Your Phone While Driving**

Talking on your phone while driving (or operating the phone without a hands-free device) is prohibited in some jurisdictions. Laws vary as to specific restrictions. Remember that safety always comes first.

## **Following Safety Guidelines**

To operate your phone safely and efficiently, always follow any special regulations in a given area. Turn your phone off in areas where use is forbidden or when it may cause interference or danger.

### **Using Your Phone Near Other Electronic Devices**

Most modern electronic equipment is shielded from radio frequency (RF) signals. However, RF signals from wireless phones may affect inadequately shielded electronic equipment.

RF signals may affect improperly installed or inadequately shielded electronic operating systems or entertainment systems in motor vehicles. Check with the manufacturer or their representative to determine if these systems are adequately shielded from external RF signals. Also check with the manufacturer regarding any equipment that has been added to your vehicle.

Consult the manufacturer of any personal medical devices, such as pacemakers and hearing aids, to determine if they are adequately shielded from external RF signals.

**Note:** Always turn off the phone in healthcare facilities, and request permission before using the phone near medical equipment.

## Turning Off Your Phone Before Flying

Turn off your phone before boarding any aircraft. To prevent possible interference with aircraft systems, the U.S. Federal Aviation Administration (FAA) regulations require you to have permission from a crew member to use your phone while the plane is on the ground. To prevent any risk of interference, FCC regulations prohibit using your phone while the plane is in the air.

## Turning Off Your Phone in Dangerous Areas

To avoid interfering with blasting operations, turn your phone off when in a blasting area or in other areas with signs indicating two-way radios should

be turned off. Construction crews often use remote-control RF devices to set off explosives.

Turn your phone off when you're in any area that has a potentially explosive atmosphere. Although it's rare, your phone and accessories could generate sparks. Sparks can cause an explosion or fire, resulting in bodily injury or even death. These areas are often, but not always, clearly marked. They include:

- + Fueling areas such as gas stations.
- + Below deck on boats.
- + Fuel or chemical transfer or storage facilities.
- + Areas where the air contains chemicals or particles such as grain, dust, or metal powders.
- + Any other area where you would normally be advised to turn off your vehicle's engine.

**Note:** Never transport or store flammable gas, flammable liquids, or explosives in the compartment of your vehicle that contains your phone or accessories.

## Restricting Children's Access to Your Phone

Your phone is not a toy. Do not allow children to play with it as they could hurt themselves and others, damage the phone or make calls that increase your invoice.

## Using Your Phone With a Hearing Aid Device

A number of Boost phones have been tested for hearing aid device compatibility. When some wireless phones are used with certain hearing devices (including hearing aids and cochlear implants), users may detect a noise which can interfere with the effectiveness of the hearing device.

Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference noise they may generate. ANSI standard C63.19 was developed to provide a standardized means of measuring both

wireless phone and hearing devices to determine usability rating categories for both.

Ratings have been developed for mobile phones to assist hearing device users find phones that may be compatible with their hearing device. Not all phones have been rated for compatibility with hearing devices. Phones that have been rated have a label located on the box. Your ZTE Warp Sync has an [M4/T4](#) rating.

These ratings are not guarantees. Results will vary depending on the user's hearing device and individual type and degree of hearing loss. If a hearing device is particularly vulnerable to interference noise; even a phone with a higher rating may still cause unacceptable noise levels in the hearing device. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

**M-Ratings:** Phones rated M3 or M4 meet FCC requirements for hearing aid compatibility and are likely to generate less interference to hearing

devices than unrated phones. (M4 is the better/higher of the two ratings.)

**T-Ratings:** Phones rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone Switch") than unrated phones. (T4 is the better/higher of the two ratings. Note that not all hearing devices have telecoils in them.)

**Note:** New Technologies, Including Wi-Fi  
This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be newer wireless technologies (including Wi-Fi) used in this phone that have not been tested for use with hearing aids.

Hearing aid devices may also be measured for immunity to interference noise from wireless phones and should have ratings similar to phones. Ask your hearing healthcare professional for the rating of your hearing aid. Add the rating of

your hearing aid and your phone to determine probable usability:



- + Any combined rating equal to or greater than six offers excellent use.
- + Any combined rating equal to five is considered normal use.
- + Any combined rating equal to four is considered usable.

Thus, if you pair an M3 hearing aid with an M3 phone, you will have a combined rating of six for "excellent use." This is synonymous for T ratings.

It is further suggested you experiment with multiple phones (even those not labeled M3/T3 or M4/T4) while in the store to find the one that works best with your hearing aid device. Should you experience interference or find the quality of service unsatisfactory after purchasing your phone, promptly return it to the store. More information about hearing aid compatibility may be found at: [fcc.gov](http://fcc.gov), [fda.gov](http://fda.gov), and [accesswireless.org](http://accesswireless.org).

## Getting the Best Hearing Device Experience With Your Phone

To further minimize interference:

- + Set the phone's display and keypad backlight settings to ensure the minimum time interval:
  1. Touch  >  > **System settings** > **Display**.
  2. Touch **Sleep** to set the time interval before the display backlight turns off; touch **Front key light** to turn on or off keypad backlight and set backlight duration.
- + Position the phone so the internal antenna is farthest from your hearing aid.
- + Move the phone around to find the point with least interference.

## Caring for the Battery

### Protecting Your Battery

The guidelines listed below help you get the most out of your battery's performance.

- + Recently there have been some public reports of wireless phone batteries overheating, catching fire, or exploding. It appears that many, if not all, of these reports involve counterfeit or inexpensive, aftermarket-brand batteries with unknown or questionable manufacturing standards. Boost is not aware of similar problems with Boost phones resulting from the proper use of batteries and accessories approved by Boost or the manufacturer of your phone. Use only Boost-approved or manufacturer-approved batteries and accessories found at **boostmobile.com** or through your phone's manufacturer. Buying the right batteries and accessories is the best way to ensure they're genuine and safe.

- + In order to avoid damage, charge the battery only in temperatures that range from 32° F to 113° F (0° C to 45° C).
- + Don't use the battery charger in direct sunlight or in high humidity areas, such as the bathroom.
- + Never dispose of the battery by incineration.
- + Keep the metal contacts on top of the battery clean.
- + Don't attempt to disassemble or short-circuit the battery.
- + The battery may need recharging if it has not been used for a long period of time.
- + It's best to replace the battery when it no longer provides acceptable performance. It can be recharged hundreds of times before it needs replacing.
- + Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:

- Less than one month:  
-4° F to 140° F (-20° C to 60° C)
- More than one month:  
-4° F to 113° F (-20° C to 45° C)

## **Disposal of Lithium Ion (Li-Ion) Batteries**

Do not handle a damaged or leaking Li-Ion battery as you can be burned.

For safe disposal options of your Li-Ion batteries, contact your nearest authorized service center.

**Special Note:** Be sure to dispose of your battery properly. In some areas, the disposal of batteries in household or business trash may be prohibited.

## **CTIA Requirements**

- a) Do not disassemble, open, crush, bend, deform, puncture or shred the battery.
- b) Do not modify or remanufacture, attempt to insert foreign objects into the battery, immerse or expose to water or other liquids, expose to fire, explosion or other hazard.



- c) Only use the battery for the system for which it is specified.
- d) Only use the battery with a charging system that has been qualified by ZTE. Use of an unqualified battery or charger may present a risk of fire, explosion, leakage, or other hazard.
- e) Do not short circuit a battery or allow metallic conductive objects to contact battery terminals.
- f) Replace the battery only with another battery that has been qualified with the system per this standard, IEEE-Std-1725. Use of an unqualified battery may present a risk of fire, explosion, leakage or other hazard.
- g) Promptly dispose of used batteries in accordance with local regulations.
- h) Battery usage by children should be supervised.
- j) Avoid dropping the device or battery. If the device or battery is dropped, especially on a hard

surface, and the user suspects damage, take it to a service center for inspection.

k) Improper battery use may result in a fire, explosion or other hazard.

The phone shall only be connected to products that bear the USB-IF logo or have completed the USB-IF compliance program.

## **Radio Frequency (RF) Energy**

### **Understanding How Your Phone Operates**

Your phone is basically a radio transmitter and receiver. When it's turned on, it receives and transmits radio frequency (RF) signals. When you use your phone, the system handling your call controls the power level. This power can range from 0.006 watt to 0.2 watt in digital mode.

### **Knowing Radio Frequency Safety**

The design of your phone complies with updated NCRP standards described below.

In 1991–92, the Institute of Electrical and Electronics Engineers (IEEE) and the American National Standards Institute (ANSI) joined in updating ANSI's 1982 standard for safety levels with respect to human exposure to RF signals. More than 120 scientists, engineers and physicians from universities, government health agencies and industries developed this updated standard after reviewing the available body of research. In 1993, the Federal Communications Commission (FCC) adopted this updated standard in a regulation. In August 1996, the FCC adopted hybrid standard consisting of the existing ANSI/IEEE standard and the guidelines published by the National Council of Radiation Protection and Measurements (NCRP).

### **Body-Worn Operation**

To maintain compliance with FCC RF exposure guidelines, if you wear a handset on your body, use a Boost-supplied or Boost-approved carrying case, holster or other body-worn accessory. If

you do not use a body-worn accessory, ensure the antenna is at least **1.0 centimeters** from your body when transmitting. Use of non-approved accessories may violate FCC RF exposure guidelines.

For more information about RF exposure, visit the FCC website at **[fcc.gov](http://fcc.gov)**.

### **Specific Absorption Rates (SAR) for Wireless Phones**

The SAR value corresponds to the relative amount of RF energy absorbed into the head of a user of a wireless handset.

The SAR value of a phone is the result of an extensive testing, measuring and calculation process. It does not represent how much RF the phone emits. All phone models are tested at their highest value in strict laboratory settings. But when in operation, the SAR of a phone can be substantially less than the level reported to the FCC. This is because of a variety of factors

including its proximity to a base station antenna, phone design and other factors. What is important to remember is that each phone meets strict federal guidelines. Variations in SARs do not represent a variation in safety.

All phones must meet the federal standard, which incorporates a substantial margin of safety. As stated above, variations in SAR values between different model phones do not mean variations in safety. SAR values at or below the federal standard of 1.6 W/kg are considered safe for use by the public.

The highest reported SAR values of the ZTE Warp Sync are:

Head: 0.53W/kg (1 g)

Body-worn: 1.29W/kg (1g)

## **FCC Radio Frequency Emission**

This phone meets the FCC Radio Frequency Emission Guidelines.

**FCC ID number:** SRQ-ZTEN9515

More information on the phone's SAR can be found from the following FCC website:

<http://fcc.gov/oet/ea/>.

## **FCC Notice**

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- + Reorient the direction of the internal antenna.
- + Increase the separation between the equipment and receiver.

- + Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- + Consult the dealer or an experienced radio/TV technician for help.

## Owner's Record

The model number, regulatory number, and serial number are located on a nameplate inside the battery compartment. Record the serial number in the space provided below. This will be helpful if you need to contact us about your phone in the future.

**Model:** ZTE Warp Sync

**Serial No.:**

## **User Guide Proprietary Notice**

No part of this publication may be excerpted, reproduced, translated or utilized in any form or by any means, electronic or mechanical, including photocopying and microfilm, without the prior written permission of ZTE Corporation.

The manual is published by ZTE Corporation. We reserve the right to make modifications on print errors or update specifications without prior notice.

## **LCA Assessment**

We have done a LCA assessment for ZTE Warp Sync using the LCA assessment systems (EIME system) from BV, and have had it peer-reviewed by our Green Product manager who confirms that the LCA test report complies with related standard requirement

# MANUFACTURER'S WARRANTY

Your device has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

For information regarding the terms and conditions of service for your device, please visit **boostmobile.com** or call Boost Customer Care at **1-888-266-7848**.

## Manufacturer's Warranty

ZTE ("Seller") offers you a limited warranty that the enclosed product or products (the "Product") will be free from defects in material and workmanship for a period that expires one year from the date of sale of the Product to you, provided that you are the original end-user purchaser of the Product and provided that your purchase was

made from a supplier authorized by the Seller. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. This limited warranty is applicable to end users in the United States and Puerto Rico.

Seller will, at its sole and absolute discretion, either repair or replace a Product (which unit may use refurbished parts of similar quality and functionality) if found by Seller to be defective in material or workmanship, or if Seller determines that it is unable to repair or replace such Product, Seller will refund the purchase price for such Product, provided that the subject Product (i) is returned to a Seller authorized service center within the one year warranty period, and (ii) is accompanied by a proof of purchase in the form of a bill of sale or receipted invoice which evidences that the subject Product is within the

one year warranty period. After the one year warranty period, you must pay all shipping, parts and labor charges. In the event that the product is deemed un-repairable or has been removed from the list of products supported by the Seller, you will only be liable for shipping and labor charges.

This limited warranty does not cover and is void with respect to the following: (i) any Product which has been improperly installed, repaired, maintained or modified; (ii) any Product which has been subjected to misuse (including any Product used in conjunction with hardware electrically or mechanically incompatible or used with accessories not approved by Seller), abuse, accident, physical damage, abnormal operation, improper handling, neglect, exposure to fire or liquid; (iii) any Product operated outside published maximum ratings; (iv) cosmetic damage; (v) any Product on which warranty stickers or Product serial numbers have been removed, altered, or rendered illegible; (vi) cost

of installation, removal or reinstallation; (vii) signal reception problems (unless caused by defects in material and workmanship); (viii) damage the result of fire, flood, acts of God or other acts which are not the fault of Seller and which the Product is not specified to tolerate, including damage caused by mishandling, shipping and blown fuses; (ix) consumables (such as fuses); or (x) any Product which has been opened, repaired, modified or altered by anyone other than Seller or a Seller authorized service center.

USE ONLY SELLER APPROVED ACCESSORIES WITH SELLER DEVICES. USE OF ANY UNAUTHORIZED ACCESSORIES MAY BE DANGEROUS AND WILL INVALIDATE THE DEVICE WARRANTY IF SAID ACCESSORIES CAUSE DAMAGE OR A DEFECT TO THE DEVICE.

SELLER SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, UNANTICIPATED BENEFITS OR REVENUE, ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT) OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE RELATING TO A DEFECTIVE PRODUCT, AS PROVIDED UNDER THIS WARRANTY, ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY, AND SUBJECT TO THIS WARRANTY, THE PRODUCTS ARE APPROVED AND ACCEPTED BY YOU "AS IS". SELLER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF

ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THIS WARRANTY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. For warranty service



information, please call the following telephone number: 1-877-817-1759, 1-212-444-0502 or return to the point of sale for the products. The retailer can return the units to ZTE authorized service center in US for repair service.

**IMPORTANT:** Please provide warranty information (proof of purchase) to ZTE in order to receive warranty service at no charge. If the warranty has expired on the device, charges may apply.

# GENERAL TERMS AND CONDITIONS OF SERVICE

Please note that these terms may not be the most current version. A current version of the terms is available at **boostmobile.com** or upon request. For further information on Boost Mobile plans, products, and services go to **boostmobile.com** or email **Boostmobilecustomerassistance@boostmobile.com**.

## Basic Definitions

In this document: (1) “we,” “us,” “our,” and “Boost” mean Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services; (2) “you,” “your,” “customer,” and “user” mean an account holder or user with us; (3) “Device” means any phone, aircard, mobile broadband

device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) “Service” means our offers, rate or service plans, options, wireless services, billing services, applications, programs, products, software, or Devices on your account with us. “Service(s)” also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).

## The Service Agreement

These Ts&Cs are part of your service agreement with us (the “Agreement”) and constitute a contract under which we provide you Services under terms and conditions that you accept.

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER PROVISION.** In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the following: (i) the

subscriber agreement and transaction materials that you receive and accept; (ii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction, including on-line and telephone transactions (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current written Agreement and transaction materials apply); (iii) any confirmation materials that we may provide to you; and (iv) the terms set forth in the coverage map brochures. It is important that you carefully read all of the terms of the Agreement.

## **Additional Terms**

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Boost or a third party. You are subject to any terms

provided by the third party, and the terms are directly between you and that third party. Boost is not responsible for these third-party items and associated terms.

## **Our Policies**

Services are subject to our business policies, practices, and procedures (“Policies”). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

## **When You Accept The Agreement**

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting

the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

## **Service Activation**

To activate the Service, you must both activate your account and establish an appropriate account balance to pay for pay-per-use charges and applicable subscription charges (defined in the "Types of Charges" section) based on the service plan you select. To establish an account balance, pay a subscription charge, or make any other appropriate payments, follow the instructions provided with the equipment; at **boostmobile.com**; or through Boost Customer Care.

## **Our Right To Change The Agreement & Your Related Rights**

**We may change any part of the Agreement at any time, including, but not limited to, rates, charges,**

**how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. If you lose your eligibility for a particular rate plan or if a particular rate plan is no longer supported or available, we may change your rate plan to one for which you qualify. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept the change. Do not access or use our Services after the effective date of a change if you decide to reject the change and terminate Service. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement.**

## Our Right To Suspend Or Terminate Services

**We can, without notice, suspend or terminate any Service at any time for any reason.** For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer's interests, or our networks.

## Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. We will not credit or refund any subscription or other charges as a result of a change in Services. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

## Restrictions On Using Services

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks,

property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our Acceptable Use Policy and Visitors Agreement, which are available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

## **Your Device, Number, & Email Address**

We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer.

**The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device**

**specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** This Device is sold exclusively for use with our Service and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them.

## **Porting/Transferring Phone Numbers**

We don't guarantee that number transfers to or from us will be successful. If you authorize

another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

## **Coverage; Where Your Device Will Work; Service Speeds**

Our coverage maps are available at our authorized retail locations or **boostmobile.com**. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science.**

**There are gaps in coverage within our estimated coverage areas that—along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)—may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage.** While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

## **Roaming**

The term “roaming” typically refers to coverage on another carrier's network that we may make available to you based on our agreements with

other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.). For information on whether roaming applies, see your service plan details.

## About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications,

sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services



or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Boost may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

## **Specific Terms & Restrictions On Using Data Services**

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for

example, with “phone as modem” plans, mobile broadband card plans, wireless router plans, etc.).

## Software License

If Boost provides you software as part of the Service and there are not software license terms provided with the software (by Boost or by a third party), then Boost grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You will not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Boost may revoke this license at any time.

## Fees, Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees

to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

## Usage Charges

The types of charges that you incur will vary depending on the Service used and your service plan. **You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you did not authorize its use.** Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the sales transaction or on our website. Depending

on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your Device or your Device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we may deduct

these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance.

## **Types of Charges**

We typically assess the following types of charges: (1) "pay-per-use charges," which are charges assessed each time a Service is used; (2) "subscription charges," which are charges that allow you access to a Service or provide you a certain amount of use of a Service for a defined period of time. Subscription charges for Services end at 11:59 p.m., in the time zone in which your phone number is based, on the last day of your subscription period. Also, depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods; and (3) "download charges," which are charges assessed when you download or access content, which we collect on behalf of ourselves or third-party content providers.

## How We Calculate Your Charges

**Regular Voice Calls:** We round up partial minutes of use to the next full minute. Time starts when you press “Talk” or your Device connects to the network and stops when you press “End” or the network connection otherwise breaks. You’re charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won’t be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you’re charged from the time shortly before the Device starts ringing until you press “End” or the network connection otherwise breaks. You’re charged for the entire call based on the rate that applies to the time period in which the call starts. However, the types of charges actually deducted from your account balance will vary depending on your Service. Call time data displayed on your Device may be inaccurate and may not be relied upon for determining charges to your account. Call time for

a single call may be limited. If the call exceeds the limit, then it may be automatically terminated.

**Data Usage:** Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte (“KB”), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s Internet address, including data sessions you did not initiate and for incomplete transfers.

As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

## Taxes & Government Fees

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government

on the Services that we provide to you. These charges may change from time to time without advance notice.

## Surcharges

You agree to pay all Boost surcharges (“Surcharges”), which may include, but are not limited to: Federal Universal Service; Regulatory and Administrative charges; gross receipts charges, and other charges. **Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose, at our discretion, to collect from you to recover certain costs, and are kept by us. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the amount for these charges, and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to

Surcharges in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). However, because some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

## **Disputing Charges**

Any dispute to a charge that we assess you must be made in writing within 60 days of the date we deduct the charge from your account balance. You accept all charges not properly disputed within the above time period.

## **About Account Balances**

To keep your account active and avoid service interruptions, you must either maintain a positive account balance at all times or pay any applicable

subscription charges (depending on your service plan). Account balances are not transferable, redeemable for cash, or refundable; that is, once you make payment on your account, you are provided a credit on your account that can only be used to pay for our Services during the effective period, which varies depending on your service plan. Positive account balances are forfeited if they are not used within the effective period specified in your service plan (if you properly replenish your account balance during the effective period, the effective period restarts). If you do not use your account balance during the effective period, your account balance will expire and you will not be entitled to a refund or service credit. Your Service will be interrupted if you fail to maintain a positive account balance or timely pay applicable subscription charges for each effective period. When this service interruption occurs, you will be given a period of time (which varies depending on your service plan) to make any appropriate payments on your account. If

you do not make such payments within this time period, your account will be cancelled. If your account is cancelled, you will lose any phone number, identification number, or email address associated with your account. Reactivation fees will apply if you choose to restart Service after cancellation. There may be limits over which your account balance may not exceed. See the detailed plan or other information we provide or refer you to during the sales transaction (also available at **boostmobile.com**) for the account status rules that apply to your Service.

**Switching between Service Plans:** Unless otherwise provided in the detailed plan or other information we provide or refer you to during the sales transaction, you may switch to any current service plan. If you switch service plans, you may not receive a refund of any portion of any previously paid service charges and you may lose all of your remaining unused minutes, messages, and data allotment. Some service

plans are available only on certain phones. Check **boostmobile.com** for details and options.

**No Refunds of Re-Boost and Monthly Charges:**

We are not responsible for, nor do we refund, lost, stolen, misused, or damaged Re-Boost cards. We do not accept returns of or provide refunds for Re-Boost cards. Please ask your retailer any questions regarding its return policy. Re-Boost cards must be applied to your account within the time specified on the card. All Re-Boost sales are final and non-refundable regardless of who uses or possesses your mobile phone or Device after you purchase services, and regardless of whether the mobile phone or Device is used with your consent or knowledge.

**Establishing or Replenishing Account Balances**

Information on how you can establish and maintain an account balance will be provided at activation and is also available at **boostmobile**.

**com** or through Boost Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

## Protecting Our Networks & Services

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these

actions may interrupt or prevent legitimate communications and usage—for example, message filtering/blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications or other Data Content; prohibitions on unintended uses (for example, use as a dedicated line or use as a monitoring service); etc. For additional information on what we do to protect our customers, networks, Services and equipment, see our Acceptable Use Policy and Visitors Agreement at our website.

## Your Privacy

Our Privacy Policy is available at **boostmobile.com/privacy**. This policy may change from time to time, so review it with regularity and care.

**Call Monitoring:** To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls you make to us or we make to you (for example, your conversations with our customer service or sales departments).



**Authentication and Contact:** You (the account holder) may password protect your account information by establishing a personal identification number (“PIN”). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Boost may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Boost representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

**Third-Party Applications:** If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Boost to disclose your information—including location information (when applicable)—to the application provider

or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize Boost to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

**Information on Devices:** Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Boost is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your

Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase all data on your Device, but you must remove all data from your Device before you provide it to us.

## Location-Enabled Services

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Boost or third-party

location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

## **911 Or Other Emergency Calls**

**Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information.**

Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In

certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

## **If Your Device Is Lost or Stolen**

Call us immediately if your Device is lost or stolen so we can freeze your account. You may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to

cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. If you do not either activate a new device or notify us that you have found your Device within 60 days from the date we froze your account, your account will be deactivated, we may assess a charge equal to the balance in your account (which is not refundable), and, if applicable, you will lose your phone number.

### **Disclaimer of Warranties**

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR

DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. BOOST PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

### **You Agree That We Are Not Responsible For Certain Problems**

You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or

information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Boost storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each.

## **You Agree That Our Liability Is Limited – No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

## **DISPUTE RESOLUTION AND ARBITRATION**

### **PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS**

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Boost each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Boost agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

### **Mandatory Arbitration and Waiver of Class Action**

**Instead of suing in court, you and Boost agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree**

**that, by entering into this Agreement, you and Boost are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.**

In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

"Disputes" shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract

practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Boost brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Boost, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Boost; (iii) claims that are subject to on-going litigation where you are not

a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

### **Dispute Notice and Dispute Resolution Period**

Before initiating an arbitration or a small claims matter, you and Boost each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Boost should be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Boostia 20191. Boost will provide a Notice of Dispute to you in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Boost will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Boost agree to

make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Boost may commence an arbitration proceeding or small claims action.

### **Arbitration Terms, Process, Rules and Procedures**

(1) Unless you and Boost agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at [jamsadr.com](https://www.jamsadr.com). Notwithstanding

any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act (“FAA”) applies to this Agreement and arbitration provision. We each agree that the FAA’s provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Boost



to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only 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 BOOST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Boost expressly agree otherwise, 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. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(4) We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Boost will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services.

(5) An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute

to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Boost on your behalf.

## **No Trial By Jury and No Class Actions**

IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUNTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY

OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

## **Indemnification**

You agree to indemnify, defend, and hold Boost and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

## **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to Attn: Boost, NSSG SBU, 1084 Laurel Rd., London, KY 40744 or email to [Boostmobilecustomerassistance@boostmobile.com](mailto:Boostmobilecustomerassistance@boostmobile.com). We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

## **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your

Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it unless we agree to the assignment. We can assign the Agreement without notice. You cannot in any manner resell Devices or Services to another party. You cannot export any Device. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives.

The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

**[End General Terms and Conditions of Service]**

**BOOST MOBILE. BE HEARD.**

**boostmobile.com**

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