



Terms and Conditions

Effective as of April 1, 2019 until replaced.

These terms and conditions are part of your agreement with ATMC for Wireless Service.

The services that you receive from ATMC are subject to the terms identified in your wireless subscription agreement, service order, these Terms and Conditions as well as any other Addendums, as discussed in the wireless service agreement.

Agreement. Your agreement ("Agreement") with ATMC and any of its representatives doing business as ATMC providing ATMC Wireless Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan we agree to provide you. Your "Service Plan" includes the rates and features we set for that Service Plan. We use the words "we," "us," "our" or "ATMC" to refer to ATMC, its affiliates and its independent representatives. You accept the Agreement and Terms when you do any of the following: (1) sign a contract with us on paper or electronically; (2) tell us orally or electronically that you accept; (3) activate Services or attempt to use our Services (including, without limitation, attempting to place a call on the Network or off the Network when roaming, including "911" or similar calls); (4) pay for the services; (5) open any package or start any program that says you are accepting the Agreement when doing so; and (6) use your service after making any change or addition after you have been informed that continued use of the new or modified service will mean you have given us your acceptance.

Provision of Service. Your purchase of equipment from us does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services provided utilize the Verizon Wireless network and in some areas are managed and provided under contract by independent affiliates of Verizon Wireless with access to the Network. Some Services may not be available or may operate differently in certain affiliate markets.

Credit Verification. If you are making payments on your Service Plan by credit card, you must have and maintain a valid credit card to receive and continue to receive Services. Credit verification may include a review of credit reports that we receive from commercially available credit bureaus. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your mobile device and require that you provide payment on your account or a guarantee of payment before we resume Services to your mobile device.

Changes to Agreement. We reserve the right to change this Agreement at any time. We will give you thirty (30) days prior notice, either in your monthly bill or separately, of any material change to this Agreement. If you use our Services on or after the effective date of the changes or make any payment to us (for services not already rendered prior to the effective date of the changes) on or after the effective date of the changes, you accept the changes. You understand and agree that taxes, Universal Service fees and other charges imposed by the government or based on government calculations may increase or decrease on a monthly basis, and that this paragraph does not apply to any increases in such taxes, Universal Service fees and other charges.

Service Plan. ATMC may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited as compared to other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Your Service Plan may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained. If you are on a Service Plan, your ability to change to another Service Plan may be limited. Any change is effective at the start of your next full billing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full billing cycle, you will be billed a prorated amount for the period during the previous billing cycle that the new Service Plan or service feature was effective. We may require a service charge for implementing any change directed by you to your Service Plan or optional service features you select.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone. Services are available within the operating range of the Network as depicted in our coverage maps, but are not guaranteed. Coverage and quality of Services may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Mobile devices provided by ATMC will not accept the services of any wireless provider other than ATMC (see Roaming).

Number. We assign a phone number ("Number") to the mobile device or other equipment used by you on the Network. We may change the Number by giving you prior notice. You do not own the Number. You may not: (1) modify the Number we program into any mobile device or other equipment; (2) transfer or duplicate the Number to any mobile device or other equipment other than that authorized by us; or (3) transfer the Number to any other individual or entity without our permission.

Device Activation Fee. You may be required to pay a non-refundable device activation fee when you activate a new mobile device, have us switch a Number to a different mobile device, or we activate a different mobile device on your existing account. Details on any applicable device activation fee can be obtained by calling ATMC Customer Care toll free at 910-755-1818.

Charges. You must pay, by each invoice date, all charges for Services provided to the Number for each mobile device or other equipment that our records show you activated no matter who actually uses or has possession of the mobile device or other equipment at the time Services are provided. These charges include, but are not limited to, recurring monthly service charges, applicable toll charges, usage charges, and connection fees, roaming charges, directory assistance, and call completion charges, optional features you select at an extra cost, and taxes and other regulatory related charges. Charges for a completed call from your Number that is dialed manually begin when you press the TALK (or similar key) and end when the call is terminated by either party. You are billed for these completed calls from your Number from the time shortly before the mobile device starts ringing until the call is terminated by either party. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. Certain Service Plans do not include itemized message transmission detail, even for measured service. Most Services are billed to your account at a flat rate on a recurring monthly basis and you do not receive itemized message transmission detail on them.

Billing. Existing customers will have wireless service charges included on their established billing cycle. Wireless-only customers will have a billing cycle assigned to them at time of activation. Billing cycles are approximately 30 days in length. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are billed one month in advance. Pro-rated charges and/or credits apply when you first sign up for service or when you add or remove services, features or equipment between bill dates. Overages are billed for your total usage in excess of your monthly Service Plan allotment and/or for calls outside the Verizon Wireless Network. Other one-time charges may apply. Excess charges for Services are usually billed to your account as soon as possible after the charges accrue. Your service will be suspended if your payment is not received by the billing payment due date. In order to reconnect your service, you must pay the past outstanding balance on your account, including the monthly rate plan for the period your service was suspended. Customers who break payment arrangements will be immediately suspended and/or terminated. Customers utilizing device finance options will be billed for the remaining balance of the device upon termination and will be responsible for paying the full balance owed prior to having service reinstated. ATMC is under no obligation to reinstate any device financing arrangements for terminated accounts.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice your credit card or debit your bank account, for all amounts (including any late charges, taxes or other regulatory related charges) due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your address, the credit card used for payment, or the bank account used for bank debits. If we take action to receive payment beyond billing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs.

Disputed Charges. All charges appearing on your bill are considered valid unless you file a dispute. You have 90 days from the date of the bill to dispute any charge(s). If you do not file a dispute, you agree to pay all charges on your bill, according to the terms of your agreement with ATMC. You may contact us in a number of ways to file a dispute. We can be reached by phone at (910) 754-4311 or 888-367-2862. However, to preserve all your rights to dispute resolution, you must contact us via email at contact@atmc.com or write to us at ATMC Customer Service, P.O. Box 3198, Shallotte, NC 28459.

Termination. ATMC may, without notice, terminate or suspend Services to you without liability at any time: (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services); (2) if you fail to pay any charges due us for equipment or otherwise; (3) if you incur charges in excess of a billing limit (even if we have not yet billed the charges); (4) if you harass or threaten our employees or agents; (5) if you provide false information to us; (6) if you interfere with our operations; or (7) if we believe the action protects our customer's interests or our network. If you promptly cure the breach, we may, but are not obligated to, reactivate Services to you. You must pay all charges for: (1) Services provided before termination of a Number; and (2) equipment, regardless of who terminates Services.

Deposits & Down Payments. A down payment or deposit may be required to purchase equipment and activate services. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any bill (unless it is used to pay a final bill) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and any excess will be returned to you at your last known address. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you until such time law requires us to escheat the money to the applicable state treasurer. Deposits will be returned to the customer after one (1) year of positive payment history - which entails having no disconnections for non-payment, no payment items returned due to non-sufficient funds and no more than three (3) late payments during the

immediately preceding twelve (12) months. Any money held during this one-year period will not accrue interest for your benefit.

Taxes and Other Regulatory Related Charges. Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what governmental fees and taxes to collect from you. You waive any right to (in other words, you are not eligible to receive) a refund of any fees or taxes that we collect from you and pay to any government or agency. You can receive more information about the fees and taxes we collect by calling our customer service line or by speaking to an ATMC representative in person at one of our retail customer service locations.

Roaming. Calls made outside of the Network are “roaming” calls. Your mobile device is specifically designed and engineered to work on the Network and on other providers’ systems only when roaming agreements are in place between Verizon Wireless and the other provider(s). Certain features may not be available when roaming. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider on its own subscribers or on roamers. Included minutes apply to calls placed and received on the Network. Roaming rates apply to calls placed and received outside the Network. Due to delayed reporting between carriers, usage may be billed in a subsequent month and will be charged as if used in the month billed. If during any two consecutive months your minutes of use on other carrier networks exceeds 50% of the minutes included in your service plan, we may, at our option, terminate your service or deny your continued use of other carriers’ coverage. We will provide notice that we intend to take any of these actions.

Unlimited Voice Services. Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If we find that you are using an unlimited voice service offering for other than live dialog between two individuals, we may, at our option, terminate your service or change your plan to one with no unlimited usage components. We will provide you with notice that we intend to take any of the above actions.

Unlimited Data Services. Prohibited Uses. We reserve the right to limit or suspend any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) “auto-responders,” “cancel-bots,” or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either our Service or other parties’ Internet-based resources, including “denial of service” (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of our or another entity’s network or systems; or (vii) software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle or any “keep alive” functions.

Pay-Per-Call Service. ATMC will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling. Calls to international destinations are not included in your Service Plan and will be billed on a per minute basis separately on your monthly statement. You should call ATMC Customer Care at 910-755-1818 to add international access.

Interruption of Service. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit.

Mobile Devices and Other Equipment. Mobile devices and other equipment may be purchased and returned as provided in the purchase documents. ATMC is not a manufacturer of mobile devices or other equipment and the only warranties on mobile devices or other equipment are limited warranties extended by the manufacturers.

Lost or Stolen Equipment. If your mobile device or other equipment is lost or stolen, you must notify us by calling ATMC Customer Care at 910-755-1818. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. We may deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to reasonably cooperate with us in investigating suspected unlawful or fraudulent use.

Privacy Policy: In accordance with applicable law and our own practices, we give each new customer our Privacy Notice and provide all customers with our Privacy Notice at least annually. You may obtain the Privacy Notice at www.atmc.com or from your local ATMC office. Your privacy interests, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws: the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information described in our Privacy Notice.

Notices. You may get our current address for written notice by calling ATMC Customer Care at 910-755-1818. Written notice to you is sent to your last known address in our invoicing records. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Law: (1) you may notify us by calling ATMC Customer Care; and (2) we may notify you by leaving a message for you on your ATMC mobile device, home phone, answering machine or with your answering service. Notice addresses

may be changed by giving notice as provided in this section.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors or defects) will not exceed:

(1) In cases related to a specific piece of equipment, the prorated MRCs for Services to the piece of equipment during the affected period; or (2) in cases not related to a specific piece of equipment, the prorated MRCs for the Services to you during the affected period. We are not liable for any damage arising out of or in connection with:

- a) Any act or omission of any telecommunications service or other service provider other than us;
- b) Any directory listing;
- c) Any dropped calls;
- d) Any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitation or system capacity limitations;
- e) Traffic or other accidents, or any health-related claims allegedly arising from the use of Services, mobile devices, equipment or accessories used in connection with the Services;
- f) Any late or failed message delivery;
- g) Any interruption or failure of 911 or E911 emergency services or identification of the Number, address, name or location associated with any person accessing or attempting to access emergency services from your mobile device;
- h) The installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- i) Events due to factors beyond our control, including acts of God (including, without limitation, weather related phenomena, fire or earthquake), war, riot, strike or orders of governmental authority;
- j) Any use of your mobile device or other equipment not authorized by you;
- k) Any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) Your negligent or intentional act or omission.

OUR SERVICES ARE NOT GUARANTEED AND OUR LIABILITY IS LIMITED.

NO WARRANTIES: OUR SERVICES (WHICH, FOR PURPOSES OF THIS SECTION ALSO REFERS TO OUR EQUIPMENT AND NETWORK) ARE NOT GUARANTEED TO WORK, TO BE ERROR-OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY SERVICES, EQUIPMENT OR SOFTWARE NOT PROVIDED TO YOU BY ATMC OR OUR LICENSORS OR SUPPLIERS (INCLUDING CUSTOMER-OWNED EQUIPMENT). OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE, NOR OUR LICENSORS OR SUPPLIERS, MAKE ANY WARRANTIES OF ANY KIND WITH THE RESPECT TO THESE SERVICES. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

ATMC'S LIABILITY IS LIMITED: NEITHER WE, NOR OUR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS, WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR REGULATION OR ANY OTHER LEGAL THEORY. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF CUSTOMER USE EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

SECURE YOUR COMMUNICATIONS AND DATA: THE SERVICES AND THE COMMUNICATIONS YOU MAKE USING THEM MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. ATMC WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO THE SERVICES, THE CUSTOMER-OWNED EQUIPMENT, OR YOUR COMMUNICATIONS OR DATA.

DAMAGE OR LOSS TO YOUR PROPERTY: THE SERVICES MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT (INCLUDING CUSTOMER-OWNED EQUIPMENT), SOFTWARE AND DATA (INCLUDING YOUR PERSONAL FILES). WE ARE NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. THIS INCLUDES DAMAGE OR LOSS RESULTING FROM SOFTWARE DOWNLOADS OR OTHER CHANGES OR MODIFICATIONS THAT ARE MADE TO CUSTOMER-OWNED EQUIPMENT AS CONTEMPLATED IN THIS AGREEMENT.