MOBILE TERMS AND CONDITIONS

This document (Terms and Conditions) includes terms and conditions for DTC + Trilight Mobile services. If you need further assistance understanding the terms and conditions applicable to your specific DTC + Trilight Mobile service, please contact DTC + Trilight Mobile customer service department at the number listed in Section 11 below.

DTC + Trilight Mobile TERMS & CONDITIONS

Your agreement with DTC + Trilight Mobile (DTC + Trilight Mobile) includes these Terms and Conditions (these Terms), applicable terms and conditions for specific services and devices, your Rate Plan terms, our Privacy Policy located at https://dtccom.net/, our Return & Exchange Policy located at https://dtccom.net/, and our Acceptable Use Policy, located at https://dtccom.net/, in each case, as amended, supplemented or otherwise modified from time to time (collectively, the "Agreement").

Your Rate Plan includes your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other applicable terms (your "Rate Plan"). If you are a Service Contract customer, your Rate Plan also includes your Term Commitment (defined below).

The terms of your Rate Plan are as specified during sign up or when you change rate plans and are available under your account at https://dtccom.net/. To the extent any term in your Rate Plan expressly conflicts with these Terms, the term in your Rate Plan will govern. Unless otherwise provided therein, to the extent any term in these Terms or your Rate Plan conflicts with any term in any other applicable terms and conditions for specific services and devices, our Privacy Policy or our Acceptable Use Policy, the term herein or in your Rate Plan, as applicable, will govern.

For purposes of these Terms, the following basic definitions apply:
(1) you, your, customer, user and similar terms mean an account holder or user with us;
(2) DTC + Trilight Mobile, we, us, our and similar terms mean DTC + Trilight Mobile and its affiliates doing business as DTC + Trilight Mobile;
(3) Device means any phone, handset, device, accessory or other product we sell to you or that is active on your account with us; and

(4) Service means our offers, rate plans, options, wireless services or Devices on your account with us.
(5) DTC + Trilight Mobile Plan refers to the category of plans, as of the effective date of these Terms, marketed under the designation DTC + Trilight Mobile (as opposed to DTC + Trilight Mobile (s)).
(6) DTC + Trilight Mobile (s) refers to the category of plans marketed under such designation as of the effective date of these Terms.
(7) Service Contract means DTC + Trilight Mobile service contract.
(8) No Contract means DTC + Trilight Mobile no contract service, which is service under plans that have no upfront term commitment.

Please read the Agreement carefully. It covers important information about your Service and your DTC + Trilight Mobile Device. The Agreement includes limitations of liability, and information regarding privacy and resolution of disputes by arbitration instead of in court. This Agreement also includes information about your cancellation rights and obligations. You represent that you have the legal capacity to accept these Terms and the Agreement. If you sign for an organization, you represent that you are authorized to sign. You agree to pay any access and usage charges, taxes, fees and other charges that are accepted or processed through your Device ("Charges"). You may designate others to manage or make changes to your account ("Authorized User"). You and Authorized Users will have access to all account information. If you give your personal account validation information to someone, he or she can access and make changes to your account just as you can. Those changes will be binding on you.

You may request to switch to another Rate Plan, and if we authorize the change, a transfer fee may apply. Changes may increase or decrease the cost of your Service.

1. Acceptance and Eligibility.
1.1 Acceptance.
YOU ACCEPT THESE TERMS AND THE AGREEMENT WITH DTC + Trilight Mobile WHEN YOU DO ANY OF THE FOLLOWING:
(A) GIVE US A WRITTEN OR ELECTRONIC SIGNATURE TO THE AGREEMENT;
(B) TELL US ORALLY THAT YOU ACCEPT THE AGREEMENT;
(C) ACTIVATE YOUR SERVICE OR DEVICE; (C) USE YOUR SERVICE OR DEVICE AFTER YOU MAKE A CHANGE OR ADDITION;
OR (D) PAY FOR THE SERVICE OR DEVICE. IF YOU DO NOT WANT TO ACCEPT, DO NOT DO ANY OF THESE THINGS.

1.2 Eligibility.
Individuals under the age of 18 are not eligible to purchase DTC + Trilight Mobile Services or be an account holder with DTC + Trilight Mobile. When you accept these Terms and the Agreement with DTC + Trilight Mobile, you represent, warrant, and agree that you are 18 years of age or older.

2. Our Rights to Make Changes.
Your Service is subject to our business policies, practices, and procedures, which we may change without notice.

UNLESS EXPRESSLY PROHIBITED BY LAW, WE MAY CHANGE PRICES, CHARGES AND ANY TERMS IN THE AGREEMENT AT ANY TIME. IF WE MATERIALLY MODIFY THESE TERMS OR YOUR RATE PLAN IN A WAY THAT IS MATERIALLY ADVERSE TO YOU, WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS NOTICE BY POSTING SUCH CHANGES ON https://dtccom.net/ OR BY EMAIL COMMUNICATION TO YOU. YOU MAY OBJECT TO ANY SUCH CHANGES BY PROVIDING US WITH WRITTEN NOTICE AT ANY TIME BEFORE THE CHANGES BECOME EFFECTIVE. WE MAY THEN CHOOSE TO EXCEPT YOU FROM SUCH CHANGES. IF YOU HAVE TIMELY OBJECTED TO CHANGES AND WE DO NOT THEN EXCEPT YOU WITHIN 15 DAYS AFTER THE CHANGES HAVE BECOME EFFECTIVE, YOU MAY TERMINATE YOUR SERVICE (WHICH IS YOUR ONLY REMEDY) WITHOUT PENALTY OR EARLY TERMINATION FEE (IF OTHERWISE APPLICABLE) BY PROVIDING US WITH WRITTEN NOTICE WITHIN 30 DAYS AFTER THE CHANGES HAVE BECOME EFFECTIVE. IF YOU EITHER (i) DO NOT OBJECT PRIOR TO THE CHANGES BECOMING EFFECTIVE OR (ii) YOU DO TIMELY OBJECT AND WE DO NOT TIMELY EXCEPT YOU FROM THE CHANGES, AND YOU DO NOT THEN TERMINATE WITHIN 30 DAYS AFTER THE CHANGES HAVE BECOME EFFECTIVE, THEN IN EITHER CASE YOU ACCEPT THE CHANGES.

3. Devices and Service.
3.1 Your Wireless Device & Compatibility with Other Networks.
Except as provided for below, you must purchase your Device from DTC + Trilight Mobile. DTC + Trilight Mobile reserves the right, in its sole discretion, to refuse new Service or suspend, cancel, or otherwise take action in connection with your existing Service if DTC + Trilight Mobile determines that you are using or attempting to use a Device with your Service that you did not purchase directly from DTC + Trilight Mobile (e.g. a Device that you obtained from another carrier or individual). Your Device may not be compatible with the network and services provided by another service provider. Furthermore, your Device may not be compatible with other DTC + Trilight Mobile services (for instance, if you purchased a device for a DTC + Trilight Mobile (s) plan, that device will not work with a DTC + Trilight Mobile Plan, and vice versa). Your Device must, as solely determined by DTC + Trilight Mobile, be compatible with, and not

potentially harm, our network. Some DTC + Trilight Mobile features will be available only on Devices purchased from us. A DTC + Trilight Mobile Device is designed to be used only with applicable DTC + Trilight Mobile service. We do not represent or guarantee that your Device can work with another provider. In addition, we do not offer Device reprogramming support to enable your Device to work with another provider. At times we may change software, applications or programming remotely and without notice. This could affect data you have stored on, the way you have programmed, or the way you use your Device. Non-DTC + Trilight Mobile Device Import Policy (Import Policy) (applicable only to DTC + Trilight Mobile Plan customers): If you are a DTC + Trilight Mobile Plan customer, you may use a Device not purchased from DTC + Trilight Mobile in connection with your DTC + Trilight Mobile Service, subject to the terms and disclaimers below. The following terms and disclaimers apply to the Import Policy: (a) Approved and Compatible Devices. The Device you use must be a device model approved by DTC + Trilight Mobile. Approved device models are listed on https://dtccom.net/.

In addition, DTC + Trilight Mobile will check your device model number as a part of your Service sign-up process. However, a device may not work with your DTC + Trilight Mobile Service even if it is an approved device model. Your device serial number will be checked after you have signed up and paid for Service. Payment for service does not guarantee that your device will work with your DTC + Trilight Mobile Service. Your device may be rejected for any reason.

The typical reasons for which your device will be rejected include:
(i) your device is active with another carrier at the time of Service activation and you have not properly completed the porting process or (ii) your device has been blacklisted as stolen or otherwise ineligible for activation.
(b) Device Porting. When you attempt to port a number to a device you intend to use under this Import Policy, there may be a failure or time delay in the process resulting in your inability to use your device with your DTC + Trilight Mobile Service or any other wireless service. Any such failure is likely the result of a problem with your device or its compatibility with your DTC + Trilight Mobile Service. You agree that any such port attempt is done at your own risk and that DTC + Trilight Mobile has no responsibility for any such failure or time delay. In addition, you understand that DTC + Trilight Mobile has no obligation to provide any technical support for such porting process.
(c) Assumption of Risk. DTC + Trilight Mobile offers no guarantees, representations, warranties, or assurances of any kind with respect to any device not purchased from DTC + Trilight Mobile, whether such device is approved or not. The device may not work with your DTC + Trilight Mobile Service in some particular or any respect. DTC + Trilight Mobile does not offer support of any kind for any such device and has no obligation to you in respect of any such device,

whether hardware or software related, and makes no representations or warranties as to your device compatibility with any network, system or software. Use of your device with your DTC + Trilight Mobile Service may void any manufacturer warranty and DTC + Trilight Mobile is not responsible for any such voidance.

YOU AGREE THAT DTC + Trilight Mobile IS NOT RESPONSIBLE FOR, AND YOU ASSUME ALL RISK FOR, YOUR USE OF ANY SUCH DEVICE WITH YOUR SERVICE AND AGREE THAT YOU ARE RESPONSIBLE IN FULL FOR YOUR SERVICE TERMS AND ALL APPLICABLE CHARGES REGARDLESS AS TO WHETHER OR NOT YOUR DEVICE PROPERLY FUNCTIONS WITH YOUR SERVICE OR OTHERWISE. FOR SERVICE CONTRACT CUSTOMERS, DTC + Trilight Mobile WILL INITIATE MONTHLY SERVICE BILLING ON THE EARLIER OF (I) THE DATE YOUR DEVICE IS ACTIVATED OR (II) THE 15TH DAY FOLLOWING THE DATE OF PLACEMENT OF YOUR ORDER FOR SERVICE.

Other than as specifically provided for under these Terms, you agree that because DTC + Trilight Mobile is not responsible for, and that you assume all risk for, any device you use under this Import Policy, your Service payment is non-refundable due to any failure or other issue with importing your device, even in the event your device is rejected or otherwise does not work with your Service after payment.

3.2 Coverage; Where Your Device Will Work; Service Speeds.
The specific network coverage you get will depend on the radio transmissions your Device can pick up and Service you have chosen. Our coverage tools provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere and Service speeds are not guaranteed. 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 (network problems, network or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, 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.

3.3 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. 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 guaranty 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 (including data Services, voicemail, call waiting, etc.).

3.3.1 Free Domestic Voice Roaming.

Free domestic voice roaming is a privilege that DTC + Trilight Mobile may in its discretion provide in connection with your Rate Plan. It is not a feature of your Rate Plan itself, and DTC + Trilight Mobile may not provide it in connection with your Rate Plan. To the extent DTC + Trilight Mobile provides free domestic voice roaming, DTC + Trilight Mobile is not obligated to provide free domestic voice roaming and reserves the right to modify, limit, or disable your free domestic voice roaming at any time without notice to you. DTC + Trilight Mobile reserves the right to revoke free domestic voice roaming from your Rate Plan and/or add free domestic voice roaming to any other Rate Plan at its sole discretion. You will be charged normal roaming rates applicable to your Rate Plan for any roaming use not provided as free domestic voice roaming by DTC + Trilight Mobile. Any free domestic voice roaming provided by DTC + Trilight Mobile is also provided subject in all respects to excessive use limitations. DTC + Trilight Mobile may deem your roaming use excessive if it is in excess of 10% of your total airtime minutes usage in any given billing cycle, or otherwise in its discretion, and in any case without notice to you. If your use of roaming exceeds an ordinary range of roaming use, consumes excessive network capacity, adversely affects DTC + Trilight Mobile ability to provide services to other users, and/or results in DTC + Trilight Mobile incurring excessive charges, DTC + Trilight Mobile may deem your roaming use excessive and revoke any free domestic voice roaming provided to you without notice to you. DTC + Trilight Mobile will monitor your roaming use on a day to day basis to determine whether your roaming use is excessive.

3.4 Charges and Call Details.

You may review your call and charge details by accessing your account on our website at https://dtccom.net/.

3.5 Data Services and Content.

Our data Services or 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 (third party websites, games, ringtones, etc.). We

make absolutely no guarantees about the Data Content you access on your Device. You are responsible for all charges associated with purchases or use of Data Content from any Device assigned to your account. You may be able to restrict access and certain services by implementing controls available at https://dtccom.net/, or by calling DTC + Trilight Mobile customer service at the number listed in Section 11 below.

Data Content may not be transferable from one Device to another Device. When you use, download, or install Data Content that you acquire from DTC + Trilight Mobile, the Data Content is licensed to you by DTC + Trilight Mobile and may be subject to additional license terms between you and the creator/owner of the Data Content. Unless otherwise specified in applicable terms, whether acquired from DTC + Trilight Mobile or a third party, any Data Content you acquire is licensed for personal, lawful, non-commercial use on your device only. You may not transfer, copy, or reverse engineer any Data Content, or alter, disable or circumvent any digital rights management security features embedded in the Data Content.

Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. To protect our network, 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 you can transfer, or otherwise limit or terminate Services. 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.

In addition to the rules for using all of our other Services, unless we identify the Service or Device 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 network performance or hinders access to our network.

If your Services include web or data access, you also may not 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. DTC + Trilight Mobile is also 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, including, but not limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that we, including without limitation, our employees, contractors or vendors, may access all of the information on your Device. DTC + Trilight Mobile may retain, use, and share information collected when you download, use, or install some Data Content, may update your Data Content remotely, or may disable or remove any Data Content at any time. Refer to DTC + Trilight Mobile Privacy Policy as well as the Data Content creator/owner privacy policy for information regarding the use of information collected when you download, install, or use any Data Content. We are not responsible for any transmission failure, interruption, or delay related to Data Content, or any content or website you may be able to access through the Data Content. We do not guarantee that you will not receive spam or other unsolicited messages or other Data Content, and you agree that we are not liable for such messages or other Data Content.

3.6 Location Based Services.

Our network generally may know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we may provide enhanced emergency 911 services, and optional location-sensitive 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 location information and use of location-sensitive services. You agree that any authorized user may access, use or authorize DTC + Trilight Mobile or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application terms and conditions and policies, including its privacy policy. If you activate location sensitive services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

3.7 911 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.

3.8 Lost or Stolen Equipment.

To avoid unauthorized use of your DTC + Trilight Mobile, if your Device is lost or stolen you may notify us pursuant to Section 11 or by calling DTC + Trilight Mobile customer service department at the number listed in Section 11 below. Upon receiving notice that your Device is lost or stolen, DTC + Trilight Mobile will temporarily deactivate your Service. To re-activate your Service you must notify us that you wish to resume your DTC + Trilight Mobile Service. If you are a Service Contract customer, recurring charges will continue during Service suspension unless DTC + Trilight Mobile opts, in its sole discretion, to permit suspension of charges, and if DTC + Trilight Mobile does opt to suspend charges, the time period of such suspension will not count toward your Term Commitment. If you are a No Contract customer, the suspension period will not alter the expiration date of the Service for which you have paid prior to your Device being lost or stolen (the Expiration Date), the time period for which you have paid will continue to run and your Service will expire on the Expiration Date, and if your Service has expired prior to you notifying DTC + Trilight Mobile that you wish to re-activate then you will be required to pay for the full 30 day cost of the Service plan you select at time of re-activation. If your Service is used during the time after your Device is lost or stolen and you wish to obtain credit for such usage, please contact DTC + Trilight Mobile. We will investigate the usage and the circumstances surrounding your report of the lost or stolen Device to determine whether a credit is appropriate. Any delay on your part in reporting your Device lost or stolen may be considered by DTC + Trilight Mobile in its investigation.

3.9 Misuse of Service or Device.

You agree to comply at all times with our Acceptable Use Policy located at https://dtccom.net/.

3.10 Porting/Transferring Phone Numbers.

We do not guarantee that number transfers to or from us will be successful and you should be aware that some services (e.g. 911 location services) may not be immediately available. If you

authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all Services associated with that number. You will remain responsible for all fees and charges owed in connection with your Service, including fees and charges through the end of the current billing cycle.

3.11 International Long Distance.
DTC + Trilight Mobile may from time to time offer international long distance calling packages (ILD Packages) as an add-on to your Rate Plan. The ILD Packages will be offered subject to special terms and conditions and availability, the details of which may be found at the following URL: https://dtccom.net/. If you do not have an active ILD Package and use international long distance, or if you have an active ILD Package but your international long distance usage falls outside of the terms, conditions or availability of your ILD Package, such usage will not be covered by the ILD Package and will, without limitation, be subject to normal charges applicable to international long distance usage.

4. Cancellation and Returns.
4.1 Devices.
If you purchased your Device from DTC + Trilight Mobile, you may return your Device as specified in the DTC + Trilight Mobile Return & Exchange Policy found at https://dtccom.net/. The DTC + Trilight Mobile Return & Exchange Policy also outlines the terms and conditions under which you may be eligible to receive a refund for your Device or exchange your Device. Please note that charges may apply in connection with any return or exchange as specified in the DTC + Trilight Mobile Return & Exchange Policy.

4.2 Service.
Except as specifically provided for in this Agreement, all amounts paid for your Service are non-refundable, including without limitation amounts paid for your Rate Plan. You will not be entitled to any refund or credit due to any unused Allotments, early termination of your Service, or any other reason, unless required by applicable law. Upon any cancellation of your Service, you will remain liable to DTC + Trilight Mobile for any unpaid charges whether billed or unbilled, including without limitation usage charges, taxes, and surcharges, and DTC + Trilight Mobile may bill you for and collect such charges per the terms of Section 5 below. Please note, you pay for your Service up front, and non-refundable amounts include both amounts paid for your Rate Plan.

5. Taxes and Fees; Billing and Payments.
5.1 Taxes & Government Fees.

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service and Devices. Such amounts may be in addition to payment for the Service and as such will be billed to your credit or debit card as set forth in the Agreement. If you are exempt from payment of such taxes, you must provide DTC + Trilight Mobile with an original certificate that satisfies applicable legal requirements attesting to tax exempt status. Tax exemption will only apply from and after the date DTC + Trilight Mobile receives such valid certificate.

5.2 Surcharges and other Fees. You agree to pay all surcharges (Surcharges), which may include, but are not limited to: Federal and/or state Universal Service, various regulatory charges, DTC + Trilight Mobile administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. Such Surcharges will not exceed any applicable amount authorized by the government. We will provide you notice of any changes to Surcharges in a manner consistent with the Agreement. However, since 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 at the initial point of sale and is available on your account at https://dtccom.net/. DTC + Trilight Mobile reserves the right to charge other fees in connection with the Service from time to time in its sole discretion relating to activation, reactivation, and other transactions or occurrences related to the Service. Such fees will be posted on our website at https://dtccom.net/.

5.3 How We Calculate Your Charges For Billing Purposes.
Regular Voice Calls: Your voice call Allotment and any voice call time charges or overages are based on minutes of use. 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 are charged for all calls that connect, even to answering machines. You will not be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you are charged from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, nights and weekend

plans), you are charged for the entire call based on the rate that applies to the time period in which the call starts. Usage may not always be processed immediately and may be included in later bills, but usage will count towards your allowance for the month when the Service was used.

Messaging (text, picture and video): Certain messages, including those to 3rd parties to participate in a promotion or other program, may result in additional charges. International messaging rates may vary and are subject to change. International texting availability in or to certain countries is subject to change from time to time without notice. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

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 kilobytes, 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 a fixed price per KB, any fractional cents will be rounded up to the next cent. You may be charged for all data directed to your Device internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to any data network, you may incur data charges. Examples of data you will be charged for includes the size of a requested file or Data Content, web page graphics (logos, pictures, banners, advertisement, etc.), additional data used in accessing, transporting and routing the file on a data 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. 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. You will not be able to view through us the number of KB attributed to a specific action/data session. Unused monthly Allotments of minutes, messages and data under your Rate Plan do not carry forward to the next month. Such unused Allotments are forfeited; no refund or credit of any kind is given for them.

5.4 Billing; Payment; Overage Charges.

You must provide a valid credit or debit card number (from any issuer then-accepted by DTC + Trilight Mobile) in order to activate your Service or obtain your Device. DTC + Trilight Mobile keeps your credit or debit card on file and automatically charges it for amounts due. DTC + Trilight Mobile reserves the right, in its sole discretion, to stop accepting credit cards from one or more issuers. If your card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise DTC + Trilight Mobile promptly by either updating your card information via your online account or contacting the DTC + Trilight Mobile customer service department at the number listed in Section 11 below. Failure to maintain a valid credit or debit card on file or to update your information could result in your Service being hotlined or suspended as provided in Section 6.

5.4.1 Service Contract Billing; Payment; Overage Charges.
This Section is applicable to Service Contract customers only. Charges under or related to your Rate Plan, including without limitation applicable taxes and Surcharges, will be payable by the due date indicated on your monthly invoice. Unless you make changes to your Rate Plan that require separate billing, and except for charges relating to your data overage, or any non-typical or non-voice usage, DTC + Trilight Mobile will bill you for charges under or related to your Rate Plan on a monthly basis. Your invoice will reflect monthly charges (usually billed one bill cycle in advance), any usage-based charges, taxes, surcharges, and any other amounts owed by you to DTC + Trilight Mobile. DTC + Trilight Mobile reserves the right to, and you hereby acknowledge and agree that DTC + Trilight Mobile may, bill out of cycle for non-typical usage, offer promotions or special services, prorate charges, otherwise adjust amounts charged to your account or adjust your bill cycle and dates. You are responsible for all charges associated with your account and the Services and Devices on your account, no matter who adds or uses the Services or Devices. You hereby authorize DTC + Trilight Mobile to take the foregoing actions and to charge your credit or debit card at any time in the amount of any bill or other charges under your account that are due and payable. If DTC + Trilight Mobile is unable to collect timely payment on any invoice for any reason attributable to you (e.g. your failure to maintain accurate card information on file, insufficient funds or credit limit, or otherwise), or if charges are reversed, DTC + Trilight Mobile will charge you a late fee of 1.5% per month on the outstanding overdue balance, of if less the maximum amount allowed by law in the state of your billing address.

5.4.2 No Contract Billing; Payment; Overage Charges.
This Section is applicable to No Contract customers only. Charges under or related to your Rate Plan, including without limitation applicable taxes and Surcharges, will be payable by you up front. Unless you make changes to your Rate Plan that require separate billing, and except for charges relating to your DTC + Trilight Mobile reserves the right to, and you hereby

acknowledge and agree that DTC + Trilight Mobile may, bill out of cycle for non-typical usage, offer promotions or special services, prorate charges, otherwise adjust amounts charged to your account or adjust your bill cycle and dates. You are responsible for all charges associated with your account and the Services and Devices on your account, no matter who adds or uses the Services or Devices. You hereby authorize DTC + Trilight Mobile to take the foregoing actions and to charge your credit or debit card at any time in the amount of any bill or other charges under your account that are due and payable.

5.5 Other Payment Terms.

DTC + Trilight Mobile accepts payments only by credit card or debit card as set forth in Section 5.4 above. The initial placement of your order by clicking the confirmation or similar button to complete the sign up process and accepting these Terms authorizes DTC + Trilight Mobile to charge the credit or debit card account number on file with DTC + Trilight Mobile, including any changed information you have given DTC + Trilight Mobile, if the card expires or is replaced, or if you substitute a different card, for DTC + Trilight Mobile charges as set forth in Section 5.4. This authorization will remain valid until thirty (30) days after DTC + Trilight Mobile receives your written notice terminating DTC + Trilight Mobile's authority to charge your credit or debit card, whereupon DTC + Trilight Mobile will charge you any outstanding or then due charges (including, if applicable as a Service Contract customer, an Early Termination Fee) and terminate the Service. DTC + Trilight Mobile may terminate your Service and the Agreement at any time in its sole discretion if any charge to your credit or debit card on file with DTC + Trilight Mobile is declined or reversed, your credit or debit card expires and you have not provided DTC + Trilight Mobile with a valid replacement credit or debit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE TO DTC + Trilight Mobile FOR ALL CHARGES ACCRUED BEFORE OR UPON TERMINATION and for all costs incurred by DTC + Trilight Mobile in collecting such amounts, such as (but not limited to) collection costs and attorneys' fees. DTC + Trilight Mobile may subject your account to the collections process (including without limitation reporting your account to applicable credit bureaus) for any amounts owed due to reversed charge or non-payment.

5.6 FlexWallet.

This Section is applicable to No Contract customers only. To the extent you have sufficient funds in your FlexWallet, your FlexWallet enables you to use certain features not covered by the basic charges under your Rate Plan (Non-Basic Features). Such Non-Basic Features include, among others, domestic and international voice roaming, domestic to international long-distance calling, directory assistance, and usage of voice, text and data over your monthly Allotments. We may from time to time add or remove features as Non-Basic Features in our

sole discretion.

5.7 Billing Disputes.
You must notify DTC + Trilight Mobile in writing within 7 days (or within such longer time period to the extent required by applicable law), (i) if you are a Service Contract customer, after your monthly invoice has been made available to you (whether through your online account or otherwise), or (ii) if you are a No Contract customer, after receiving your credit card statement, in either case if you dispute any DTC + Trilight Mobile charges on the invoice or statement, as applicable, or such dispute will be deemed waived. You may not pursue a waived dispute in arbitration or in court. Unless otherwise provided by law, you must pay disputed charges until your dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 14. To contact or notify us, see Section 11. Monthly bill itemization detail can be found at your customer online account accessed through our website. You will not receive a separately itemized paper bill in the mail. If you have a billing dispute, you must notify or call DTC + Trilight Mobile customer service department at the number listed in Section 11 below.

5.8 Credit.
Applicants for any DTC + Trilight Mobile Service Contract service(s) may be subject to credit review, as allowed by law. By requesting that service be initiated, you authorize DTC + Trilight Mobile to check credit scores, and to request from consumer reporting agencies information regarding employment, credit history, past address, and in the event it becomes necessary, to recheck such information. If you believe that DTC + Trilight Mobile has reported inaccurate information to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy. Depending upon the results of the investigation, DTC + Trilight Mobile may or may not request that said alleged inaccurate information be removed from your credit history. The results of a credit check will determine eligibility for DTC + Trilight Mobile Service and promotions, and DTC + Trilight Mobile may change, withdraw or place limits on your Service based on the outcome of any credit check.

6. Our Rights to Limit or End Service or the Agreement and Protect our Network.
You agree that we may, without notice, limit in any way, restrict in any way, suspend to any extent or terminate any Service at any time for any reason, including, but not limited to:
(a) failure to make timely payment;
(b) if you install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal or otherwise use equipment in connection with the Services without our permission;

(c) if you incur unauthorized charges or charges in excess of any credit limitations;
(d) if you resell your Service;
(e) excessive usage (including without limitation with respect to any unlimited or similar rate plan) of the Service as determined by us;
(f) harassing/threatening/abusing/offending our employees or agents;
(g) providing false information;
(h) interfering with our operations;
(i) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement;
(j) breaching the Agreement or failing to follow our policies, including without limitation our Acceptable Use Policy and Privacy Policy;
(k) providing false, inaccurate, dated or unverifiable information (including without limitation credit information) that we require or request, or becoming insolvent or bankrupt;
(l) modifying a Device from its manufacturer specifications;
(m) failing to use our Services for an extended period of time; (n) failing to maintain an active Device in connection with the Service;
or (o) if we believe the action protects our interests, any customer's interests or our network.

We may take any action to:
(1) protect our network, our rights and interests, or the rights of others;
or (2) optimize or improve the overall use of our network 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. Our right to limit or restrict your service above includes, without limitation, our right to hotline your account. Hotline your account means that we route all calls (except emergency 911 calls) from your Device under your Service directly to our customer service center. We may hotline your account in our discretion, including, without limitation, in the following circumstances:

(i) if you are a No Contract customer, your FlexWallet balance is at or below the Minimum Balance, and we are unable to charge your credit or debit card for additional funds for any reason;
or (ii) if you are a No Contract or Service Contract customer, upon any failure in charging your credit or debit card for any reason.

Notwithstanding the foregoing, you agree that we are under no obligation whatsoever to

hotline your account. We may elect to suspend or terminate your Service instead of hotlining, or we may hotline your Service for a certain period of time and then suspend it, in any case in our sole discretion. If we hotline, suspend or terminate your Service for any reason, we may charge you a fee (not to exceed the amount of your initial activation fee) to restore or reactive it.

7. Call Monitoring.
To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service department).

8. Account Access and Security.
You (the accountholder) may password protect your account information as provided on our website. You agree to protect your password and other account access credentials. You further agree that DTC + Trilight Mobile may, in our sole discretion, treat any person who presents your credentials 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 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. As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type 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 DTC + Trilight Mobile representative, we may rely on contacting your pre-established point of contact as the standard authentication measure. Additional information regarding our use of CPNI is contained in our Privacy Policy available on our website.

9. Intellectual Property.
You agree not to infringe, misappropriate or injure the intellectual property rights of DTC + Trilight Mobile or any third party. Except for a limited license to use the Services or Devices arising from the sale of a product, your purchase of DTC + Trilight Mobile Devices and Services does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of DTC + Trilight Mobile or others related to the Devices and Services, which may be used only with DTC + Trilight Mobile Service unless expressly authorized by DTC + Trilight Mobile. You agree that a violation of this section harms DTC + Trilight Mobile, which cannot be fully redressed by money damages, and that DTC + Trilight Mobile shall be

entitled to immediate injunctive relief in addition to all other remedies available.

10. Privacy Information.

Our Privacy Policy governs how we use information related to your use of our Service and is available online at https://dtccom.net/. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Device may automatically be stored on your Device or our network. Any data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.

11. Notices and Customer Communications.

Notices from DTC + Trilight Mobile, or any third-party provider from which you purchase any product or service in connection with your DTC + Trilight Mobile Service (including without limitation the provider of any third-party device protection plan), to you may be delivered, at DTC + Trilight Mobile or such third-party discretion, by being (a) sent to your last known contact information as reflected in the company records of DTC + Trilight Mobile, provided by one of the following methods:
(i) by U.S. mail, postage prepaid;
(ii) by facsimile transmission;
or (iii) by email;
(b) given to you by a notation on, or an insert with, your billing invoice, whether such invoice is delivered to you or posted under your account on https://dtccom.net/;
or (c) posted through https://dtccom.net/.

Notices from you to DTC + Trilight Mobile that are required to be in writing shall be mailed to DTC + Trilight Mobile customer service department. Written notifications shall be deemed given: (i) three (3) business days after deposit of the notice in the United States mail, postage prepaid; or (ii) on the same business day, if given by other means. DTC + Trilight Mobile customer service department may be contacted at 615-529-2900 or as otherwise specified on https://dtccom.net/.

12. Disclaimer of Warranties; Limitation of Liability; Indemnification.

12.1 Limitation of Liability.
IN ADDITION TO THE DISCLAIMERS OF LIABILITY ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL DTC + Trilight Mobile, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH

THE AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DAMAGES RESULTING FROM:

1) PROVIDING OR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING WITHOUT LIMITATION EMERGENCY 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION, DEFICIENCY OR DEGRADATION OF VOICE QUALITY OR OTHER ASPECT OR FEATURE OF THE SERVICE;
2) ANY ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; 3) ANY FORCE MAJEURE EVENT SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, TERRORISM, STRIKES, FIRE, WAR, RIOT, AND GOVERNMENT ACTIONS;
4) ANY EQUIPMENT, DEVICE, SERVICE, NETWORK OR FACILITY SHORTAGE, USE, CONNECTION, DAMAGE, FAILURE, UPGRADE, MODIFICATION OR RELOCATION;
5) ANY LOSS OF DATA, VOICEMAILS, PICTURES, OR OTHER INFORMATION ON OR CONNECTED WITH YOUR DEVICE, EVEN IF THE LOSS OCCURS WHILE WE WORK YOUR DEVICE FOR ANY REASON;
6) ANY OUTAGE OF CUSTOMER'S INTERNET SERVICE PROVIDER OR BROADBAND SERVICE PROVIDER;
7) ANY ACT OR OMISSION OF CUSTOMER OR ANY PERSON USING THE SERVICE PROVIDED TO CUSTOMER;
8) ANY OTHER CAUSE THAT IS BEYOND DTC + Trilight Mobile CONTROL, INCLUDING WITHOUT LIMITATION A FAILURE OF OR DEFECT IN ANY SERVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS (INCLUDING WITHOUT LIMITATION 911 DIALING) TO BE CONNECTED OR COMPLETED, OR DEGRADATION OF VOICE QUALITY;
9) TRAFFIC OR OTHER ACCIDENTS, OR ANY HEALTH-RELATED CLAIMS RELATING TO YOUR DEVICE AND SERVICE; 10) DATA CONTENT OR INFORMATION ACCESSED WHILE USING YOUR DEVICE OR SERVICE;
11) INTERRUPTED, FAILED, OR INACCURATE LOCATION INFORMATION SERVICES;
12) INFORMATION OR COMMUNICATION THAT IS BLOCKED BY A SPAM FILTER; OR
13) VIRUSES, WORMS, OR MALICIOUS CONTENT, MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO DOWNLOADED TO OR STORED OR PUT ON YOUR DEVICE, OR OTHER DATA CONTENT OR INFORMATION ACCESSED WHILE USING YOUR SERVICE OR OTHERWISE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, DTC + Trilight Mobile's AGGREGATE LIABILITY FOR ANY CLAIM YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED TIME PERIOD. IN NO EVENT SHALL DTC + Trilight Mobile, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT OR THE SERVICE BE LIABLE FOR ANY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT

NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE DEVICE OR SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL EMERGENCY 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, INFRINGEMENT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT DTC + Trilight Mobile WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. THIS SECTION 12.1 SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

12.2 Indemnification.

You agree to defend, indemnify and hold harmless DTC + Trilight Mobile, its officers, directors, employees, affiliates and agents and any other third-party provider (each, an Indemnified Party) who furnishes products or services to you in connection with the Agreement or the Service or Device (and, at DTC + Trilight Mobile ‘s option, either defend any such Indemnified Party or pay such Indemnified Party cost of defense) from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses of any nature whatsoever (“Liability”), including reasonable attorneys’ fees, related to or arising from your actions or omissions, including without limitation:

(a) use of the Device or Service;

(b) any violation of applicable laws, regulations, the Agreement or related policies;

(c) negligent acts, errors or omissions;

(d) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with the Agreement, the Device or the Service, except to the extent that such liabilities arise from the gross negligence or willful misconduct of DTC + Trilight Mobile;

(e) claims for infringement of any intellectual property rights arising from use of the Service, Device, any software, the Internet, Personal Data or Content;

(f) claims arising from Content transmitted by or to you;

(g) the use of the Services with any interface devices not provided by DTC + Trilight Mobile; or

(h) the absence, failure or outage of the Service, including the 911 emergency response service accessible through the Services, and/or the inability of you to be able to access emergency response center personnel, whether arising out of misrouting of 911 calls due to your failure to provide DTC + Trilight Mobile with accurate and up-to-date service address information or other information or your failure to follow activation procedures for 911 calling. This Section 12.2 shall survive termination of this Agreement.

12.3 Disclaimer of Warranties.

DTC + Trilight Mobile DOES NOT MANUFACTURE WIRELESS DEVICES. YOUR WIRELESS DEVICE MAY COME WITH A SEPARATE WRITTEN WARRANTY FROM THE MANUFACTURER. THE SERVICE, THE DEVICES, AND ANY APPLICATIONS ON YOUR DEVICE ARE PROVIDED “AS IS” AND DTC + Trilight Mobile MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY REPRESENTATION OR WARRANTY THAT THE SERVICE, THE DEVICE OR ANY APPLICATION WILL MEET CUSTOMER’S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, DTC + Trilight Mobile DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. DTC + Trilight Mobile DOES NOT WARRANT THAT YOUR DEVICE WILL WORK PERFECTLY OR WILL NOT NEED OCCASIONAL UPGRADES OR MODIFICATIONS, OR THAT IT WILL NOT BE NEGATIVELY AFFECTED BY NETWORK-RELATED MODIFICATIONS, UPGRADES OR SIMILAR ACTIVITY. IF YOU DOWNLOWAD OR USE APPLICATIONS, SERVICES OR SOFTWARE PROVIDED BY THIRD-PARTIES, 911 OR E911, OR OTHER CALLING FUNCTIONALITY, MAY WORK DIFFERENTLY THAN SERVICES OFFERED BY US, OR MAY NOT WORK AT ALL. DISCLAIMER REGARDING DEVICE PROTECTION PLANS: Device protection plans offered in conjunction with your Device purchase or Service are not plans provided by DTC + Trilight Mobile. DTC + Trilight Mobile may make available to you certain device protection plans offered by third-party providers but does not itself offer device protection coverage. Device protection coverage is offered to you by a third-party provider and any device protection plan you may purchase is a relationship between you and such provider pursuant to separate contract between you and them. DTC + Trilight Mobile MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DEVICE PROTECTION PLAN. DEVICE PROTECTION PLANS ARE PROVIDED AS IS, SUBJECT TO AND GOVERNED BY YOUR CONTRACT WITH THE THIRD-PARTY PROVIDER. YOU UNDERSTAND AND AGREE THAT YOUR PURCHASE OF A DEVICE PROTECTION PLAN IS ENTIRELY AT YOUR OWN RISK AND THAT YOU WILL NOT HOLD DTC + Trilight Mobile RESPONSIBLE IN ANY RESPECT FOR YOUR DEVICE PROTECTION PLAN, INCLUDING WITHOUT LIMITATION THE PERFORMANCE OR FAILURE TO PERFORM OF THE THIRD-PARTY PROVIDER. YOU FURTHER UNDERSTAND AND AGREE THAT WHILE DTC + Trilight Mobile MAY BILL OR PERFORM OTHER ADMINISTRATIVE FUNCTIONS ON BEHALF OF THE THIRD-PARTY PROVIDER, DTC + Trilight Mobile IS NOT RESPONSIBLE TO YOU FOR THESE BILLING OR OTHER MATTERS AND YOU WILL LOOK EXCLUSIVELY TO THE THIRD-PARTY PROVIDER TO RESOLVE ANY ISSUES YOU MAY HAVE WITH SUCH MATTERS.

12.4 Many services and applications offered or accessible through your device may be provided by third parties. Some of these services and applications may involve charges for which you will

be billed. In addition, personal information you submit may be read, collected or used by the service or application provider and/or other users of such service or application. DTC + Trilight Mobile is not responsible for any charges incurred or information submitted, accessed or used in connection with any third party service or application. You are responsible for your use of or access to third party services and applications, such as maintaining virus and other security protections.

13. Choice of Law; Venue; Severability.

Except as otherwise specified in these Terms, the Agreement is governed by applicable federal law and the laws of the state of North Carolina, without regard to its conflicts of laws rules. Foreign laws (except for Puerto Rico) do not apply. Unless otherwise agreed, court proceedings must be in North Carolina. If any provision of the Agreement is invalid under applicable law, such provision will not apply; however, the remainder of the Agreement will be in full force and effect.

14. Dispute Resolution and Arbitration.

PLEASE READ THIS SECTION OF THESE TERMS CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION. YOU WILL CONTINUE TO HAVE CERTAIN RIGHTS TO SEEK RELIEF FROM AN APPROPRIATE GOVERNMENTAL REGULATORY AGENCY. THIS SECTION APPLIES WITHOUT DISTINCTION TO BOTH SERVICE CONTRACT AND NO CONTRACT CUSTOMERS.

14.1 If you have a dispute arising from or relating to your Service, Device or invoice, or otherwise arising from or relating to the Agreement (a Dispute), please first call DTC + Trilight Mobile Customer Care at the number listed in Section 11 above.

14.2 As evidenced by this Agreement, the Service is an interstate commerce transaction and this Section 14 is therefore governed by the Federal Arbitration Act. All Disputes (in any case, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be resolved by final and binding arbitration, pursuant to the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, AAA Rules) of the American Arbitration Association (AAA), as in effect at the time of the arbitration, and as modified herein. You may contact AAA in writing at one of its locations (e.g. The Rotunda, 4201 Congress Street, Suite 125, Charlotte, NC 28209). You may also obtain additional information about AAA and its procedures from AAA's website, at www.adr.org. Notwithstanding the foregoing, either you or DTC + Trilight Mobile may bring an individual action against the other party in small claims court.

14.3 Prior to commencing an arbitration proceeding with the AAA, a party seeking to arbitrate any Dispute must send to the other party, via certified mail, a written Notice of Dispute (Notice). The Notice to DTC + Trilight Mobile must be addressed to: DTC + Trilight Mobile Customer Care, 111 High St., Alexandria, TN 37012 (Dispute Notice Address). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) describe the specific relief sought. You and DTC + Trilight Mobile each expressly agree to attempt to resolve any Dispute by first sending the Notice to the other party, prior to initiating or commencing an arbitration proceeding with the AAA.

14.4 If a Dispute is not satisfactorily resolved within sixty (60) days after the Notice is received, either party may then commence an arbitration proceeding with the AAA. Any Dispute must be brought within two (2) years after the date on which the basis for the Dispute first arises. Any arbitration proceeding shall be fully resolved within six (6) months from the date of commencement, unless otherwise agreed in writing.

14.5 In conducting the arbitration, and in making any award, the arbitrator will be bound by and must strictly enforce the terms of the Agreement, and will not expand, limit, or otherwise modify the terms of the Agreement. The arbitrator will not award damages that are not expressly authorized by the Agreement. The arbitrator will not have authority to award punitive or exemplary damages or attorneys' fees. You and DTC + Trilight Mobile expressly waive any claims for an award of damages that are excluded under the Agreement.

14.6 The arbitration will be based only on written submissions of the parties, and the documents submitted to the AAA relating to the Dispute, unless either party requests that the arbitration be conducted pursuant to the AAA's in-person, telephonic, or on-line procedures. If the amount involved in the Dispute is less than $10,000, the arbitration will be conducted in the county of the last billing address of your Service. If the amount in dispute is $10,000 or more, the arbitration will be conducted in Charlotte, North Carolina. You have the right to be represented by an attorney in any arbitration.

14.7 You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. Unless otherwise provided for in the AAA Rules, or in the arbitration award, all other administrative fees and expenses of arbitration, including the fees and expenses of the arbitrator, will be divided equally between you and DTC + Trilight Mobile. The prevailing party may seek to recover from the other party the AAA's fees and the expenses of the arbitrator. If you select an in-person, telephonic, or on-line arbitration process, you must pay your share of any higher administrative fees and costs for the process you select.

14.8 Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production, and evidence presentation.

14.9 All post-award proceedings will be governed by the Federal Arbitration Act. Any award may be confirmed and enforced in any court of competent jurisdiction. The arbitration will be confidential. Neither you nor DTC + Trilight Mobile may disclose the existence, content, or results of the arbitration, except to confirm and enforce the award, or as may be required by law.

14.10 CLASS ARBITRATION WAIVER. Each Dispute will be resolved on an individual basis. YOU AND DTC + Trilight Mobile SPECIFICALLY AGREE THAT YOU AND DTC + Trilight Mobile MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The Agreement does not allow class or collective arbitrations even if applicable AAA rules would. YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATVIE OR CLASS PROCEEDING (Class Arbitration Waiver). Notwithstanding anything else in this Dispute Resolution and Arbitration Section 14, the validity and effect of the Class Arbitration Waiver may be determined only by a court and not by an arbitrator. You and DTC + Trilight Mobile acknowledge that the Class Arbitration Waiver is material and essential to the resolution of any Dispute and is nonseverable from this Dispute Resolution and Arbitration Section 14. THEREFORE, IF THE CLASS ARBITRATION WAIVER IS LIMITED, VOIDED, OR OTHERWISE FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS DISPUTE RESOLUTION AND ARBITRATION SECTION 14 (but only the Dispute Resolution and Arbitration Section 14) SHALL BE NULL AND VOID AND IF YOU CHOOSE TO PROCEED WITH YOUR CLAIM YOU MUST DO SO IN COURT PURSUANT TO SECTION 13. 14.11 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY 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 INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.

15. Class Action Waiver.

In the event any claim proceeds in court rather than through arbitration, for any reason, both you and DTC + Trilight Mobile agree that such Dispute will only be resolved on an individual basis (Class Action Waiver). YOU AND DTC + Trilight Mobile SPECIFICALLY AGREE THAT YOU AND

DTC + Trilight Mobile MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

16. Jury Trial Waiver.

To the extent any claim proceeds in court rather than through arbitration, for any reason, if not prohibited by applicable law, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

17. Miscellaneous.

17.1 Waiver.

A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing to be effective. If we do not enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future.

17.2 Severability.

Each provision of this Agreement applies to the fullest extent permitted by applicable law. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

17.3 Assignment.

You shall not assign the Agreement or any of your rights or duties under it without our prior written consent. The Agreement, the Devices and the Service are not for resale. We may assign all or part of the Agreement or your obligations to us without notice.

17.4 Entire Agreement; English Version; Other Provisions.

The Agreement is the entire agreement between you and DTC + Trilight Mobile and defines all of the rights you have with respect to your Service and Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. The Agreement is not for the benefit of any third party except our affiliates and successors in interest. If you obtain a Device, services or content from a third party, you may have a separate agreement with the third party; DTC + Trilight Mobile is not a party to that agreement. The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Sections 3.9, 5.5 (to the extent relating to DTC + Trilight Mobile right to charge your credit or debit card after termination of authority), 5.9, and 9 through 17 shall survive expiration or termination of the Agreement.