

# Consumer Cellular End User Service Agreement for AARP Members

## YOUR USE OF THE SERVICE CONSTITUTES AGREEMENT TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT

A copy of this agreement can also be viewed at [www.ConsumerCellular.com/Agreement/AARP](http://www.ConsumerCellular.com/Agreement/AARP). Here you can adjust the text size if needed.

This is an agreement ("Agreement") between you, the "Customer," and Consumer Cellular, Incorporated (hereinafter identified as "Consumer Cellular," "we" or "us") for cellular radio telecommunications service ("Service"). This Agreement is binding when Service is activated to your specific telephone number(s) (each, a "Number"). The term "Unit" means the cellular receiving and transmitting equipment that is programmed with the Number.

### 1. Term/Termination.

- a. You may cancel this agreement at any time for any reason. If you do cancel, you must notify us in writing. We may also cancel this Agreement. If we do, we will attempt to notify you in advance. Even though the account is canceled you are liable for all charges. We bill up through the date of termination.
- b. If we fail to perform any of our obligations, you may terminate this Agreement upon notice. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if we discover that you are under age, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.
- c. You remain responsible for payment of all charges incurred under this Agreement through the date of termination. If you fail to perform your obligations you will reimburse us for all expenses, including attorney fees, incurred in the enforcement of this Agreement and we may keep any charges prepaid by you. These remedies are not exclusive and are in addition to all remedies provided by law. Any failure by us to strictly enforce this Agreement will not waive our right to require compliance with this Agreement.

### 2. Modifying Your Account. If you would like to make changes to your Service, please contact a Consumer Cellular Representative. Some changes may be subject to limitations and/or additional charges.

We may modify this Agreement, including the Service charges or terms and conditions, upon advance notice. You must pay any additional charges from the date of the modification, even though you may have paid for the Service in advance. If you do not agree to modification, you may terminate this Agreement by giving us written notice. If we discontinue or you are not eligible for a rate plan, we may change you to a different rate plan upon notice.

### 3. Coverage Limitations. Service is not available at all times in all places. Coverage maps are available at [www.ConsumerCellular.com](http://www.ConsumerCellular.com) and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. You accept Consumer Cellular's service with these limitations.

### 4. Equipment. Your Equipment must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules, and regulations. We may periodically program your Equipment remotely with system settings for roaming service and other features that cannot be changed manually. Equipment purchased for use on our network may not function on other networks.

### 5. Advance Payments and/or Deposits. We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features or require you to pay your balance through auto pay. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

### 6. Billing and Payment of Charges.

- a. You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. Charges include, without limitation, airtime, roamer, recurring monthly service, activation, administrative, and late-payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges, any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Consumer Cellular. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. You agree we may add our own charges for processing third-party charges. Any taxes, costs, or charges imposed on us as a result of providing the Service or the Unit will be added to your charges.
- b. You agree to pay for incoming and outgoing calls, and data services sent to and from your Equipment. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") ARE BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONSUMER CELLULAR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CONSUMER CELLULAR CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RE-SEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is received generally when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voice mail deposits and retrievals, and call transfers. If your wireless phone or other device ("Equipment") is lost or stolen, you will be responsible for all charges incurred on your phone number until you terminate service with us. After you terminate service, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your pro-rated monthly service fee. We may require payment by money order, cashier's check or a similarly secure form of payment at our discretion.
- c. Recurring monthly fees and non-recurring Service charges will be billed as soon as possible. Billing cycle end dates may change from time to time. If you have authorized charges to a credit card, no additional notice or consent will be required before billings to that credit card. Payments of all charges, including disputed charges, must be received by the due date shown on the invoice. Disputes of charges must be in writing and received no later than the due date to: Consumer Cellular, 7204 SW Durham Rd., Suite 300 Portland, OR 97224 or in writing to [www.consumercellular.com](http://www.consumercellular.com). We will make good-faith efforts to resolve disputes promptly. You agree that (1) time is of the essence for all your payments; (2) it would be impractical to fix the amount of our damages if you fail to pay promptly; (3) if you do not pay all charges by the due date, unless prohibited by law, you shall pay us a minimum late fee of Ten Dollars (\$10) per month of any balance due, payable for every month such amount remains unpaid; and (4) if your account is sent to a collection agency due to an unpaid balance, unless prohibited by law, you shall be assessed an additional \$25 collection fee. Acceptance of late or partial payments (even if marked "Paid in Full") will not waive our rights there under. We will assess a Twenty-Five Dollar (\$25) fee for any check returned for insufficient funds or credit/debit card chargeback for a transaction that you had authorized. Any remaining funds in excess of Ten Dollars (\$10) will be returned to you at your last-known address within 90 days after termination. If the postal service returns the funds to us as undeliverable, they will become our property.

### 7. Service Limitations; Limitation of Liability.

Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications, and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) or certain websites in our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery of that information to you. There are gaps in

service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. CONSUMER CELLULAR MAKES NO WARRANTY—EXPRESS OR IMPLIED—OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL CONSUMER CELLULAR BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Equipment, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by Consumer Cellular; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE UNIT OR PROVIDER OF THE SERVICE AND ANY STATEMENT REGARDING THEM SHOULD NOT BE INTERPRETED AS A WARRANTY. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from clauses, Consumer Cellular shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through Consumer Cellular, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold Consumer Cellular and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Consumer Cellular or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CONSUMER CELLULAR, or any violation by you of this Agreement. This obligation shall survive termination of your service with Consumer Cellular. Consumer Cellular is not liable to you for changes in operation, equipment, or technology that cause your Equipment or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. **Account Access.** You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.
9. **Availability.** Service is available to your Unit only when the Unit is within the operating range of our cellular systems. Service may be subject to transmission limitations beyond the systems control and may be temporarily interrupted.
10. **The Number.** You have no ownership rights to the Number. We may change your Number assignment by giving you notice of the change. You may not assign the Number or the Unit's Electronic Serial Number ("ESN") to any other Unit. You may not program any other Number into the Unit. These acts are considered fraud and will result in immediate termination.
11. **Privacy.**
  - a. Cellular telephones use radio channels to transmit voice and data. Although laws prohibit listening in on cellular calls, your privacy cannot be guaranteed.
  - b. You consent to our use of automated telephone equipment to contact your landline or cellular telephone for any business purpose.
12. **Notices.** Written notices to you shall be effective on the date deposited in the U.S. mail addressed to your address of record. Written notice to us shall be effective when directed to our Customer Service Department and received at our address of record. Your notice to us must specify your Number. Oral notices shall be effective on the date reflected in our customer service system.
13. **Credit Reporting Authorization.** You authorize Consumer Cellular to: (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Consumer Cellular's offering of wireless and other services. You understand that if you fail to fulfill the terms of your credit obligations under this Agreement, Consumer Cellular may report your failure to a credit reporting agency.
14. **Arbitration and Legal Rights. Please read this carefully.** It affects your rights. Consumer Cellular and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors or assigns) agree, before either party can file a lawsuit, to non-binding arbitration of all disputes and claims arising out of or relating to this Agreement for Equipment or services between Consumer Cellular and you. Notwithstanding the foregoing, Consumer Cellular or you may decline non-binding arbitration and bring an individual action in small claims court either where you live or Washington County, Oregon; provided, however the claim asserted by either party may not exceed Two Thousand Dollars (\$2,000). This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek non-binding arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to Consumer Cellular should be addressed to: Consumer Cellular, Incorporated, Attn: Customer Service, 7204 SW Durham Rd., Suite 300, Portland, OR 97224 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Consumer Cellular may commence a non-binding arbitration proceeding. Consumer Cellular shall assist you with arranging for non-binding arbitration if needed. All issues are for the arbitrator to decide, including the scope of this non-binding arbitration clause, but the arbitrator is bound by the terms of this Agreement. You may elect to proceed with the non-binding arbitration where you reside or in Washington County, Oregon. You and Consumer Cellular shall have the right to present evidence and attend the non-binding arbitration by telephone, eliminating the need to travel to any hearing in person. If the non-binding arbitration takes place where you reside, non-binding arbitration shall be governed by the rules promulgated by American Arbitration Association ("AAA Rules"), as modified by this Agreement, and shall be administered by the AAA. If the non-binding arbitration takes place in Washington County, Oregon, the non-binding arbitration shall be governed by the rules promulgated by Arbitration Service of Portland, Inc. ("ASP Rules"), as modified by this Agreement, and shall be administered by the ASP. The ASP Rules are available at [www.arbserve.com](http://www.arbserve.com) and the AAA Rules are available at [www.adr.org](http://www.adr.org), or Consumer Cellular will provide you the ASP Rules or the AAA Rules by writing to the Arbitration Notice Address. There are fees and costs associated with non-binding arbitration proceedings. If you proceed with non-binding arbitration in Washington County, Oregon under ASP rules, Consumer Cellular will pay for the filing fees and any fees charged by the arbitrator under the ASP Rules for the non-binding arbitration. You may be responsible for paying for the non-binding arbitration if you choose to have the hearing anywhere other than in Washington County, OR. The arbitrator may award monetary damages or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this non-binding arbitration clause shall be null and void. The parties shall endeavor to complete the non-binding arbitration within ninety (90) days; if the non-binding arbitration is not completed within ninety (90) days, either party may terminate the non-binding arbitration process and proceed with a lawsuit. If you are unhappy with the decision of the arbitrator or if the ninety (90) day process to complete the non-binding arbitration has expired, you may file a lawsuit individually where you reside or in the Circuit Court of the State of Oregon for Washington County or as a class member where you reside or in the United States District Court for the District of Oregon. Notwithstanding any provision in this Agreement to the contrary, we agree that if Consumer Cellular makes any change to this non-binding arbitration provision (other than a change to the Arbitration Notice Address) during your Service Commitment, you may reject any such change and require Consumer Cellular to adhere to the language in this provision.
15. **Separability.** If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable.
16. **Authority.** You acknowledge that you are of legal age, have received a copy of this Agreement, and have read and clearly understand its terms.
17. **Miscellaneous.** This Agreement, the rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable Consumer Cellular websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and Consumer Cellular, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. Consumer Cellular may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of Oregon shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information.

Consumer Cellular, Incorporated  
7204 SW Durham Rd., Suite 300  
Portland, OR 97224  
(800) 686-4460  
[www.ConsumerCellular.com](http://www.ConsumerCellular.com)