

Metro by T-Mobile Terms and Conditions

Effective August 1, 2025

Thanks for choosing Metro by T-Mobile. We are pleased that you selected us as your wireless provider. Please use this page as a reference for questions about your Metro by T-Mobile services. These Terms & Conditions, as updated from time to time (“T&Cs”), contain important information about your relationship with us, including requiring individual mandatory binding arbitration of disputes, instead of class actions or jury trials.

Accepting these T&Cs means you also acknowledge receiving our Privacy Notice, updated from time to time. Our Privacy Notice describes the personal data we collect, how we use and share data, and your data choices. Our Privacy Dashboard provides tools to manage your privacy choices and learn more about what data we collect about you.

GENERAL INFORMATION

WHAT ARE THE TERMS THAT APPLY TO ME?

Your “Agreement” with us includes the following:

- These T&Cs;
- Additional terms and conditions found in your Rate Plan, Data Plan, and/or Products;
- Your acknowledgment of receiving our Privacy Notice, as described above;
- Other agreements, including your Start of Service form;
- Our Open Internet Policy, as amended from time to time, further described in the “Using our Network” section; and
- Our other policies, as amended from time to time, linked in these T&Cs, available on www.metrobyt-mobile.com, our account management websites and apps (“Metro Apps”), and/or as otherwise provided to you.

Any section marked “*”, and any other provision which by their nature would be expected to survive, continue after termination of our Agreement with you.

These T&Cs replace and control over any previous versions. The dispute resolution provision in these T&Cs, including the Class and Mass Action Waiver and Jury Trial Waiver, controls over the dispute resolution provisions in any other contract or agreement if there is a conflict.

WHO ARE THESE T&CS WITH?

These T&Cs are between you, on behalf of yourself, your Authorized Users, any person on your account, and any person you allow to use the Services, Products, or your Device (“you”) and T-Mobile USA, Inc., and our controlled subsidiaries, assignees, and agents (“us”, “we”, “our”, “T-Mobile” or “Metro by T-Mobile”).

HOW DO I ACCEPT THESE T&CS?

By accepting these T&Cs, you agree to be bound to these terms. You accept these T&Cs by doing any of the following things:

- Giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- Activating, using, or paying for a Service, Product, or Device; or
- Opening a Device box.

If you don’t want to accept these T&Cs, don’t do any of these things.

When you accept, you're telling us that you are of legal age (you are either legally emancipated or have reached the age of majority in your jurisdiction) and that you are able to enter a contract. If you accept on behalf of an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

WHAT IS INCLUDED IN THESE T&CS?

In these T&Cs, you'll find important information about:

- Our services provided to you (“Services”);
- Any equipment for which we provide Services or which we provide to you to be used with our Services, like a phone, handset, tablet, or accessory (each, a “Device”);
- Any feature, product, or solution, including any international add-ons or connective devices, that we provide to you (each, a “Product”);
- Any charges, taxes, fees, and other amounts we charge you or that were accepted or processed through your Device (“Charges”);
- Network management practices;
- Limitations of liability;
- Resolution of disputes by individual arbitration and class action; and
- Jury trial waivers.

CAN METRO BY T-MOBILE CHANGE, LIMIT, SUSPEND OR TERMINATE MY SERVICES OR THE AGREEMENT?

Yes. Except as described below, we may change, limit, suspend, or terminate your Services or the Agreement at any time, including if you engage in any of the prohibited uses described in the Agreement, no longer reside in a Metro by T-Mobile-owned network coverage area, or engage in harassing, threatening, abusive, or offensive behavior. If your Services, Product, or account is limited, suspended, or terminated, and then reinstated, you may be charged a reactivation fee. Under certain limited circumstances, we may also block your Device from working on our network.

If a change to the terms of your Services, Product, or Rate Plan will have a material adverse effect on you, we will provide at least 14 days’ notice of the change. Your continued use or payment for your Services or Product after the effective date of the change means you have accepted the changes. We may prohibit certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

For domestic and international long distance, roaming, and any other Service provided by us (or by third parties), we may change the availability, rates, and terms of such Services, without prior notice to you. Additional charges may be imposed by third parties and we may, as an accommodation, allow you to pay such charges through your account.

***AM I CONSENTING TO BE CONTACTED?**

Yes. We may contact you on any telephone number provided to us by you for any purpose, including marketing, and in any manner permitted by law. You expressly consent to be contacted by Metro by T-Mobile for any purpose, including for Charges and collection, at any mailing address, your Metro Apps, telephone number, email address, or any other electronic address where you may be reached. You agree that Metro by T-Mobile may contact you in any manner, including pre-recorded artificial voice or an automatic telephone dialing system. You represent that all users on your account have consented to be contacted by us as described in this section. You agree that all consents provided in this section will survive cancellation of your Services and account.

HOW DO WE NOTIFY EACH OTHER?

You can contact us at www.metrobyt-mobile.com, by calling 1-888-863-8768 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers** should contact us at www.T-Mobilepr.com, by calling 1-888-863-8768 or 611 from your Device, or by writing to: Metro by T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. We may deliver notices to you by mail, phone, Metro Apps (including in-app or digital banners and pop-ups), email, push notifications, chat, or other electronic means using your account information in our records. You agree to notify us promptly if you can no longer be reached at a provided contact number or address. Electronic notices are considered delivered when sent or posted. Mail notices are considered delivered 3 days after mailing. For multi-line accounts, we may assign a “Primary Telephone Number” to your account for the purpose of receiving notices. If you would like to change it, contact us. Your failure to provide accurate, up-to-date contact information does not excuse you from the obligation to comply with or be subject to any notices we send.

To begin arbitration or any other legal proceeding, you must serve our registered agent, Corporation Service Company, which can be contacted at 1-866-403-5272. For **Puerto Rico customers**, our registered agent is Corporation Service Company Puerto Rico, Inc. c/o RVM Professional Services, LLC A4 Reparto Mendoza, Humacao, P.R. 00791, and 1-877-603-3095.

ACCOUNT AND PAYMENT INFORMATION

WHAT IS A RATE PLAN?

Your “Rate Plan” includes your Service allotments (for example, minutes, messages, or data), Charges, and other terms (including international usage, as applicable). We may introduce new technologies, features, or services that may be included or that you can add for an additional charge. If any term in your Rate Plan conflicts with these T&Cs, the term in your Rate Plan governs.

Your “Service Cycle” is approximately 30 days long, or as otherwise specified in your Rate Plan. Unused Rate Plan allotments, bundles, and buckets expire at the end of your Service Cycle and do not roll over to the next Service Cycle. The Rate Plan you subscribe to when you initiate Service will remain in effect for your Service term, unless we modify it in accordance with the Agreement, or you choose to switch to a different Rate Plan. Rate Plan changes may be subject to a Charge, and may not be effective immediately.

Charges you pay are non-refundable (even if you cancel a Service or make a return during the remorse period), and no refunds or other compensation will be given for unused service, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills.

WHAT SHOULD I KNOW ABOUT ACCOUNT ACCESS?

You can protect your account information by establishing a personal identification number ("PIN"). You can also set a backup security question and answer in the event you forget your PIN. Keep in mind you should not share, and you should take steps to protect, sensitive information such as your PIN, passwords, and other account access credentials. If you share your account access credentials with someone, they will be treated as an Authorized

User and have the same access to your account as you do, including the ability to make changes to your account and incur charges.

***HOW WILL I BE CHARGED AND HOW DO I PAY FOR USE OF THE SERVICES?**

You agree to pay all Charges in advance of the first day of your Service Cycle. Service Charges cannot be paid in arrears. You also agree to pay in advance all Charges we assess or that were accepted or processed through Devices and/or Products on your account. The dates of your Service Cycle and other dates related to your account may change from time to time. You agree to provide us with accurate and complete account address and tax-related information, and to report a change within 30 days of that change.

You may make payments at www.metrobyt-mobile.com, on your Metro Apps, by contacting Customer Care, and by visiting a Metro by T-Mobile store or authorized payment center. Additional Charges or fees may apply depending on where you pay and/or your payment method. We may impose limits on the amount of money you can pay towards your account or the number of payments you may make in a period of time. We will not honor limiting notations you make on or with your checks.

By initiating a non-cash payment, you authorize Metro by T-Mobile to initiate a (a) debit card payment(s) from the checking or savings account you specify, or (b) charge your specified credit card. The amount(s) and date(s) of any payment(s) will be specified on the payment information screen shown during the payment process. You also authorize Metro by T-Mobile to credit your specified credit or debit card in the appropriate amount for any refunds or other billing adjustments.

Autopay. Autopay is a free service that automatically makes payments from your designated payment account to pay your Charges on your account.

Unless required by law, we will not give you additional notice or obtain additional consent from you before charging Charges to the designated payment account for Autopay. You must promptly notify us of any change in the payment method you want to use for payment.

You may authorize recurring AutoPay payments of your Charges through a credit or debit card or bank transfer using a stored payment method, which allows us to charge all amounts you owe us to your chosen payment method up to five (5) days prior to the due

date, and to demand immediate payment from the card issuer or bank. We may change the day on which we charge your credit or debit card, in our sole discretion, but in no event will that be more than five (5) days prior to the due date. You must promptly notify us of any change in your chosen payment method. You may cancel an Autopay payment up to three (3) business days prior to the scheduled payment date. To cancel an Autopay payment, log into your Metro Apps and navigate to "Manage AutoPay".

Errors and Payment Returns. METRO BY T-MOBILE SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF AN ERRONEOUS STATEMENT, ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED, OR YOUR FAILURE TO PROVIDE ACCURATE AND/OR VALID PAYMENT INFORMATION.

You understand that Metro by T-Mobile, your financial institution, your card issuer, payment processors, and/or other parties may return payments for various reasons. We may charge a returned payment fee at the highest amount permissible by law. We may restrict your payment methods to cashier's check, money order, or other similar secure forms of payment at any time for good reason.

Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your Metro by T-Mobile account. For no additional cost you can block third party charges from being included on your account at your Metro apps, www.metrobyt-mobile.com/blocking, or by contacting Customer Care.

Out-of-Plan Charges. You may have additional fees or Charges for calls to certain numbers (e.g. conference and chat lines, radio broadcast, calling card, international, 900 and 976 calls, etc.).

Data and Voice Airtime Usage. Data service may be included in your Rate Plan or Products ("Data Plan"). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current data usage on your Metro Apps. If you do not have a Data Plan, your Device may not be able to access data services.

For voice calls, airtime usage is measured from the time the network begins to process a call (before the phone rings or call is answered) through call termination (after you hang up). We round up any fraction of a minute to the next full minute. Depending on your Rate Plan, data usage may be rounded at the end of each data session, at the end of your Service Cycle, and/or when you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and

multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited.

Although we use filters to block spam calls and messages, we do not guarantee that you will not receive spam or other unsolicited messages. Additional blocking options are available at www.metrobyt-mobile.com. Most usage and Charges incurred during a Service Cycle will be included in that Service Cycle. Some usage and Charges may be delayed to a later Service Cycle. Unused Rate Plan allotments expire at the end of your Service Cycle. You may incur additional Charges for certain Products and Services. Charges for Wi-Fi usage may vary; see your Rate Plan for more details.

Government Taxes and Fees. You agree to pay all taxes and fees imposed by governmental entities. Taxes and fees may change from time to time without notice. To determine taxes and fees, we use the street address you identified as your Place of Primary Use (“PPU”). If the tax laws require use of a different address, then we utilize the best information available to us to determine the correct address. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s), or does not reflect the service area associated with your telephone number, you may be assigned a default location for tax purposes. You may change your PPU. However, the PPU for **Puerto Rico customers** must be in Puerto Rico. Except as may be otherwise required by law, if you dispute your PPU or the location we assigned you and the resulting taxes or fees applied on your account, you must request a refund of the disputed tax or fee within 60 days of the date of Charge containing such tax or fee. Any potential refund of disputed taxes or fees due to location will be offset by taxes and fees that are due at your corrected location.

Surcharges. You agree to pay all surcharges applicable to your Rate Plan. Surcharges are not mandated or imposed on you by law, they are Metro by T-Mobile Charges that are determined, collected, and retained by us. The components and component amounts of the Surcharges are subject to change without notice. Surcharges include charges, costs, fees, and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we have already incurred or will incur to provide Service), as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges assessed to you will vary depending on the type of Service, the Rate Plan, and PPU that you have. Surcharges may change from time to time without notice regardless of any price-related promotion (and subject to our 14-day notice policy if changes to your Service or Rate Plan will have a material adverse effect on you). Surcharges will apply

whether or not you benefit from the programs, activities, or services included in the Surcharge.

Other Fees. We may charge activation, connection, prepayment, reactivation, program, payment convenience, or other fees to establish, connect, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). We will notify you if any of these fees apply to your requested transaction.

WHAT IF I DON'T PAY ON TIME?

Your payment will be considered late if we do not receive it before the first day of the Service Cycle for which the payment is due. If we accept late or partial payments, you must still pay us the full amount you owe. If your Service is terminated and you promptly pay past due amounts, we may reconnect your Service after you have paid any reactivation fees. In such case, your Service Cycle anniversary date will not change, which will result in fewer days of Service for that month.

Non-payment fees are intended to be a reasonable advance estimate of our actual costs resulting from non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

***WHAT HAPPENS IF I CANCEL MY SERVICES?**

As a month-to-month customer, you are free to go, although we'd be sad to see you leave. If you terminate your Service, your termination will be effective at the end of your current month of Service (unless you port-out your number) and you are responsible for all Charges incurred through the end of that period. If you port your number to another carrier, your Service will be terminated when the porting is complete. If we terminate your Service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination.

***HOW CAN I DISPUTE MY CHARGES?**

If you have any questions about your Charges or want to dispute any Charges, please contact us by visiting www.metrobyt-mobile.com, calling 888-863-8768 or 611 from your Device, or writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. If this does not resolve your issue, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your account or Charges to your account within 60 days after the date you first receive the disputed Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund, or other compensation or benefit to resolve a disputed account or Charge, you agree that the issue is fully and finally resolved, and Metro by T-Mobile shall be released from all liability regarding the dispute. Unless otherwise provided by law, you must remit payment on any disputed Charges until the dispute is resolved.

Puerto Rico customers. You may contact us at www.T-Mobilepr.com, by calling 1-888-863-8768 or 611 from your Device, or by writing to us at: T-Mobile Customer Relations, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico 00968-3349, Attn.: Customer Care Manager. Unless required by law or these T&Cs, you must notify us of disputes no later than 20 days from the date the disputed Charge appeared on your account. If you don't, you may not pursue a claim in arbitration or with the Puerto Rico Telecommunications Bureau. We will provide you with a determination of the Charge dispute within 20 days after we receive it. You will then have 20 days from the date the notice is mailed to request a reconsideration. You have 30 days to appeal our determination by filing a petition to the Puerto Rico Telecommunications Bureau. The Puerto Rico Telecommunications Bureau will review our determination only on appeal. Your petition for review shall be made by filing a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: B-7 Calle Tabonuco Suite 7000, Guaynabo, Puerto Rico 00969, Attn: Customer Care Manager. You must send your petition for review to the Puerto Rico Telecommunications Regulatory Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulations 8065 promulgated on August 31, 2011 by the Puerto Rico Telecommunications Bureau regarding the procedures for customer's dispute resolution and suspension of Services.

DISPUTE RESOLUTION

***HOW DO I RESOLVE DISPUTES WITH METRO BY T-MOBILE?**

By accepting these T&Cs, you are agreeing to resolve any dispute with us through individual binding arbitration or small claims dispute procedures (unless you opt out), and to waive your rights to a jury trial and to participate in any class action suit. See the “How can I dispute my charges?” section for details on the dispute process.

Individualized Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ALL CLAIMS AND DISPUTES BETWEEN YOU AND METRO BY T-MOBILE WILL BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION OR IN SMALL CLAIMS COURT. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS AND DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, PRIVACY OR DATA SECURITY PRACTICES, OUR SERVICES, DEVICES OR PRODUCTS, AND CHARGES. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND RELEVANT SUBSTANTIVE LAW, MUST ENFORCE APPLICABLE STATUTES OF LIMITATION, DEFENSES, AND PRIVILEGES, AND CAN AWARD, ON AN INDIVIDUAL BASIS, THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).

This includes any claims against other parties relating to Services, Products, or Devices provided or charged to you (such as our suppliers, dealers, authorized retailers, or third party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below).

For Puerto Rico customers, references to "small claims court" should be understood to mean the Puerto Rico Telecommunications Bureau for matters within the jurisdiction of said agency.

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT INSTEAD OF BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF (1) THE DATE YOU PURCHASED A PRODUCT OR DEVICE FROM US OR (2) THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (together, the “Opt Out Deadline”).** You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-844-746-4691 or online at www.metropcsdisputeresolution.com/en. **Any opt-out received after the Opt**

Out Deadline will not be valid and you will be required to pursue all claims in arbitration or small claims court.

For all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim (“Notice of Dispute”) to the address provided in the “How Do We Notify Each Other” section. The Notice of Dispute must contain enough information for us to identify your account and attempt to resolve your claim, including (a) the name of the Metro by T-Mobile account holder; (b) account number; (c) the mobile telephone number at issue; (d) a written description of the problem, relevant documents and supporting information; and (e) a good faith calculation of the damages you claim to have suffered and a statement of the specific relief you are seeking. You may be represented by an attorney or other person in that process. However, if you choose to do so, you must also submit a signed written authorization with your Notice of Dispute that allows us to discuss your account with your attorney or other representative. Similarly, if we have any dispute with you, we will send a Notice of Dispute to your address. You and we each agree to negotiate any claim(s) between us in good faith. You and we each agree that neither of us may commence any arbitration or court proceeding unless you and we are unable to resolve the claim(s) within 60 days after receipt of the Notice of Dispute, provided the party who sent the Notice of Dispute has made a good faith effort to resolve the claim during that time.

If we are unable to resolve any claims within 60 days despite those good faith efforts, then either you or we may start arbitration or small claims court proceedings. To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent (see the “How Do We Notify Each Other” section) and to the American Arbitration Association (“AAA”). The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflict with these T&Cs, in which case these T&Cs will govern. The AAA rules are available at www.adr.org.

If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding will remain closed unless and until the small claims court issues a decision that the claim should proceed in arbitration.

The arbitration of all disputes will be conducted by a single arbitrator selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the

parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. All arbitrators appointed pursuant to this process are subject to the disclosure and disqualification procedures set forth in the AAA rules and any applicable state laws or rules.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA rules. If you initiate an arbitration, you are required to pay AAA's initial filing fee, but we will reimburse you for the difference between that fee and the fee for filing a complaint in a federal or state court in your county (or parish) of residence, if any, when the arbitration ends. However, if the arbitrator finds that either the substance of your claim or the relief sought was frivolous, or that your claim was brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then we will not reimburse your initial filing fee and may seek an award of our legal fees or costs against you and/or your counsel. These T&Cs authorizes the arbitrator to award fees or other sanctions against your counsel.

Any facts, evidence, documents, or testimony introduced or produced in an arbitration proceeding may be used only in that proceeding and may not be disclosed, introduced, or used in another arbitration proceeding even if it involves the same or similar claims. We each also agree that the arbitrator will not be bound by rulings in any prior arbitrations not involving the same parties, even if they involved the same or similar claims.

The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. If you seek injunctive or declaratory relief, you agree that the arbitrator may award injunctive or declaratory relief in favor of you alone, and only to the extent necessary to resolve your individual claim.

The arbitrator will have the power to rule on their own jurisdiction, including any issues concerning the existence, validity, or scope of either the Agreement or the arbitration clause, and whether any claim is subject to arbitration. Notwithstanding the foregoing, (1) any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator; and (2) a court will have the authority to determine whether the parties have complied with the informal dispute resolution procedures set out in these T&Cs and whether any claim you or we have filed in arbitration or in court is inconsistent with the Class and Mass Action Waiver included in these T&Cs.

Class and Mass Action Waiver. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION (THE “CLASS AND MASS ACTION WAIVER”). If you opt out of the arbitration provision as specified above, this Class and Mass Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, mass, or representative proceeding without having complied with the opt out requirements in these T&Cs.

In any action between you and us, if a court or an arbitrator determines that any part of this arbitration provision or Class and Mass Action Waiver is unenforceable with respect to any claim, remedy, or request for relief, then the arbitration provision and Class and Mass Action Waiver will not apply to that claim, remedy, or request for relief. But the arbitration provision and Class and Mass Action Waiver will still apply to all other claims, remedies, and requests for relief that you or we may assert in that or any other action. In any such case, you and we agree that we will arbitrate all claims, remedies, and requests for relief subject to individual arbitration first, and that any remaining unresolved claims, remedies, or requests for relief may be pursued in court only after the arbitrator’s award has been issued. In any such proceeding, the arbitrator’s factual findings will not be entitled to deference by the court.

Jury Trial Waiver. If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

***WHAT LAW APPLIES TO THESE T&Cs?**

The Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state or jurisdiction in which your then-current service address in our records is located, without regard to the conflicts of laws rules of that state or jurisdiction. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state or jurisdiction in which your service address in our records is located, but not outside the U.S. or Puerto Rico.

***ARE THERE ANY WARRANTIES?**

Generally, no. Except for any written warranty that may be provided with a Device you purchase from us, and to the extent permitted by law, the Services, Products, and Devices are provided on an “as is” and “with all faults” basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, such as for security or authentication purposes, about your Services, Products, or Devices. While we strive to protect customer accounts, we do not guarantee security. You accept responsibility if you use your Services or Product as a means of security or authentication for other accounts. For more information about online safety and cybersecurity, visit www.T-Mobile.com. We can’t and don’t promise uninterrupted or error-free Services and don’t authorize anyone to make any warranties on our behalf. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. This doesn’t deprive you of any warranty rights you may have against anyone else.

***ARE THERE LIMITATIONS ON LIABILITY?**

Yes. To the extent permitted by law, you and we each agree to limit claims for damages, or other monetary relief against each other to direct and actual damages regardless of the theory of liability.

This means that neither of us will seek any indirect, incidental, special, consequential, treble, or punitive damages from the other. Additionally, we are not liable for damages arising out of unauthorized access or changes to your account, Services, Products, or Devices, or the use of your account, Services, Products, or Devices by you or by others to authenticate, access, use, or make changes to any third party accounts, including financial, cryptocurrency, and social media accounts. This limitation and waiver also apply to any claims you may bring against any other party to the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, by any act of nature, or other event outside our reasonable control, or by any unlawful activity by someone unrelated to Metro by T-Mobile. You also agree we aren't liable for missed or deleted voicemails, text, or other messages, for any information (including pictures) that gets lost or deleted if we work on your Device, or for failure or delay to connect a call or text to 911 or any other emergency service. To the extent permitted by law, you and we each also agree that an arbitration or court proceeding must commence within two (2) years of the date the claim arises.

We and any third party providing Services are not responsible for any damage, delay, interruption, or other failures to perform resulting from: (a) providing or failing to provide Services, including, but not limited to, interruptions, delays, deficiencies, or other problems with a Device or network coverage; (b) traffic or other accidents, or any health-related claims relating to our Services, Products, or Devices, (c) an interruption, delay, or failure in accessing or attempting to access emergency services from a Device; (d) interrupted, delayed, failed, or inaccurate location information services; (e) information or communication that is blocked by a spam filter; (f) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or storage space from your use of Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (g) anything beyond our control, including acts of God, riot, strike, pandemic, epidemic, war, terrorism, or government orders or acts.

Services, Products, and Devices are not represented as fail-safe and are not designed for use in situations where error-free or uninterrupted Services is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

WE ARE NOT PUBLISHERS OF THIRD PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT, AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY OPINIONS, ADVICE, STATEMENTS, INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. See “Can I download and use Software and Third-Party Services and Products on my Device?” for additional information.

***AM I REQUIRED TO INDEMNIFY METRO BY T-MOBILE?**

Yes. You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Services, Products, or Devices, breach of the Agreement, or violation of any laws or regulations, or the rights of any third party by you, any person on your account, and any person you allow to use the Services, Products, or Devices.

USING OUR NETWORK

WHAT FACTORS MAY AFFECT MY SERVICE?

Outages and interruptions in Service may occur, and speed of Service varies. Your actual Service area, network availability, coverage and quality may vary based on several factors, including your selected service, network capacity, terrain, weather, if you are on a private or public Wi-Fi network, or if you are using a non-Metro by T-Mobile or incompatible device. Devices also have varying speed capabilities and may connect to different networks depending on technology. Please check our coverage maps, which approximate our anticipated coverage area outdoors. Even within coverage areas with broadband-capable devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, public safety needs, and other conditions may impact speeds and service availability. You agree that we are not liable for problems relating to Service availability or quality.

Your Services are subject to network management practices aimed at optimizing network experience and allowing customers to choose the type of service that best fits their needs. We may use data prioritization and video optimization to manage data usage on the network to reduce the risk of significant service impacts. This may result in noticeable changes to your experience, especially during times of congestion. The network management practices for your Service can be found in your Rate Plan and our Open Internet policy, located at <https://www.metrobyt-mobile.com/terms-and-conditions/open-internet>. These practices may change at any time without notice to protect our network, manage network performance, and meet customer needs.

*CAN I ROAM ON MY DEVICE?

Domestic Roaming. Your Device may connect to another provider's cellular network ("Off-Net") even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. We may limit or terminate your Service for excessive Off-Net usage.

International Roaming & Dialing. International roaming and dialing availability and options vary by Rate Plan and Device. Information on roaming availability, international access, rates, services, and coverage are available at www.metrobyt-mobile.com. While roaming internationally, your data speed may be slower, and your Service may be limited or terminated without notice. It's your responsibility to comply with U.S. Export Control laws

and regulations, and foreign import laws and regulations when traveling abroad with your Device.

CAN I DOWNLOAD AND USE SOFTWARE AND THIRD-PARTY SERVICES AND PRODUCTS ON MY DEVICE?

Yes. You may download and use software, interfaces, documentation, data (collectively, “Software”), and content, applications, and other services or products, including voice applications, that are not provided by Metro by T-Mobile (collectively, “Third-Party Services and Products”) on your Device. Those Third-Party Services and Products may work differently than services and products offered by us, or may not work at all, and you use them at your own risk. Third-Party Services and Products may require your agreement to a license or other terms with the third party. Some Third-Party Services and Products may contact our network through your Device without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

Your download or use of Software, or Third-party Services and Products, may cause certain calling or messaging functionality, including 911, E911, and text to 911, to work differently than services offered by us, or to not work at all. Please review all terms and conditions before using Third-Party Services and Products because we are not responsible for the availability or reliability of 911 calls or text to 911 messages, or if inaccurate location information is provided to the 911 communications center. We cannot assure you that if you place a 911 call or text you will be found. See the “911 and Emergency Information” section for additional details related to 911 calls and texts.

We are not responsible for any issues related to downloading, installing, using, or accessing content and applications or Third-Party Services and Products, even if Charges for these appear on your account. You are responsible for maintaining virus and other Internet security protections when accessing Third-Party Services and Products.

DO YOU OFFER PARENTAL CONTROLS?

Yes. We offer services that help you to monitor, filter, or restrict, internet access to minors. See www.metrobyt-mobile.com for details.

***WHAT ARE THE PROHIBITED USES FOR MY DEVICES, PRODUCTS, AND SERVICES?**

Our wireless network is a shared resource, which we manage for the benefit of all our customers.

Unless explicitly permitted by your Rate Plan or Data Plan, you will not use or allow third parties to use your Services, Products, or Device in a way that we determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware”, hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications that automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Services, including "spamming" or sending abusive, unsolicited, or mass automated communications;
- Accesses the accounts, devices, products, equipment, data, or servers of others without authority, or employs password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, port scanning or Trojan Horse programs;
- Results in more than 50% of your voice or data usage being Off-Net for any 2 Service Cycles within any 12-month period;
- Results in unusually high usage (meeting the definition of a heavy data user for your Rate Plan) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 Service Cycles within any 6-month period;
- Uses a fixed wireless device (provided for use in a fixed location) at a location or address other than the one provided at activation;
- Resells the Service, either alone or as part of any other good or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;

- Uses the Service to distribute any malware, spyware or other harmful content, engage in denial of service attacks, or to attempt to harvest email addresses or personal information of others;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Uses the Service for any fraudulent, malicious or unlawful purpose;
- Conflicts with applicable law;
- Is not in accordance or violates the Agreement; or
- Attempts, assists, or facilitates anyone else in any of the above activities.

If you use your Services, Products, or Devices in any of the above ways, we may suspend or terminate your account and Service at any time. Failure to suspend or terminate your account or Service is not a waiver of those rights.

911 AND EMERGENCY INFORMATION

ARE THERE LIMITS TO 911 ACCESS?

YES. PLEASE CAREFULLY READ THE INFORMATION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING LIMITATIONS OF 911 FUNCTIONALITY. YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO SHARE THESE LIMITATIONS WITH ANYONE WHO MAY USE THE SERVICE TO PLACE CALLS OR SEND TEXTS.

911 services are provided by state and local government. If you are outside the U.S., you may have to dial a different number than 911 to call emergency services. Our handsets are capable of making 911 calls in the United States, and 911 access on traditional cellular networks is available to customers regardless of your Rate Plan. The handset must have battery power and network connectivity to complete a 911 call. In some cases, 911 communications center operators may not know your phone number or location, so you should be prepared to provide this information. Because a number of factors can impact a 911 operators' ability to locate you – including the providers' cell signal, your specific device, third party call routing, local topography, operator equipment, etc. Metro by T-Mobile cannot assure you that your location will be automatically sent when calling 911 or that you will be connected to the nearest public safety agency. If you are porting a phone

number to or from us, we may not be able to provide you with some Services, such as 911 location services while the port is in process.

WHAT OTHER MEANS OF CONTACTING 911 DO I HAVE AS A METRO BY T-MOBILE CUSTOMER?

Text-to-911. Text-to-911 service may be available in some locations depending on the local 911 communications center's ability to receive text messages. Text-to-911 may not be available while roaming on another provider's network.

VOIP. Some of our voice services, like Wi-Fi calling, utilize Voice over Internet Protocol ("VoIP") technology. Before using these services, you must provide us with the primary street address at which the VoIP service will be used ("Your E911 Registered Address"). If you call 911 using these services, we may transmit Your E911 Registered Address to the 911 communications center that answers the call, and it may be used to help emergency responders locate you. You agree to update Your E911 Registered Address before you use your T-Mobile VoIP service or Wi-Fi Calling service at a different location. You can update Your E911 Registered Address by accessing your Metro Apps or by contacting Customer Care. If you use a VOIP service to call 911 from a location other than Your E911 Registered Address, you must provide the 911 operator with your location and phone number when placing a call.

VoIP telephony and Wi-Fi calling are fundamentally different from traditional telephone service, and have inherent limitations, and may be unavailable or limited in some circumstances, including:

- If used in a location other than at Your E911 Registered Address;
- If there is a problem with the Wi-Fi or broadband network being used, like network congestion, power failure, technical problems, or during system updates or upgrades;
- If you use a non-native telephone number; or
- If you lose electrical power.

Whenever possible, use a cellular connection to make any 911 calls. Please visit www.T-Mobile.com to learn more about 911 and emergency services.

TTY and RTT Calls to 911. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice-over-LTE (“VoLTE”). If you cannot make a voice call to 911, we recommend that you use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Our Real-Time Text (“RTT”) technology is also available on our network and can be used on select devices to contact 911. For more information about TTY and RTT, visit www.T-Mobile.com.

Satellite Coverage. Supplemental wireless service using satellites may be available for some customers with qualifying rate plans and Devices. Voice calling is not currently available via satellite and 911 communications are limited to text. 911 service over satellite may not be available or may be limited compared to traditional 911 service, including (a) delay in connecting or delivering messages, (b) inability to determine your location and telephone number, (c) satellite connection issues, or (d) when moving into or out of terrestrial coverage. Some satellite 911 communications may be delivered to a national emergency call center, rather than a local 911 operator which can delay notification to local authorities.

DOES METRO BY T-MOBILE PARTICIPATE IN THE WIRELESS EMERGENCY PROGRAM?

Yes. Metro by T-Mobile broadcasts Wireless Emergency Alert messages within portions of its network. This allows federal, state, and local government agencies to send alerts about emergencies to wireless customers in specially defined geographic areas. Wireless alert capable handsets with appropriate notification settings are required for the service. There is no additional charge for these Wireless Emergency Alerts. For details about our Wireless Emergency Program and our Emergency Notice, visit www.metrobyt-mobile.com.

INFORMATION ABOUT YOUR DEVICE

WHAT SHOULD I KNOW ABOUT MY METRO BY T-MOBILE DEVICE?

We may remotely install or change Software, systems, applications, features, or programming on your Device without notice upon activation or at other times. These changes may impact how you use your Device and could affect or erase stored data. You will not be able to use your Device when installing changes, even for emergencies. A device

that works on one carrier's network may not be technologically compatible with another carrier's network. If you are switching service providers and wish to use your device with another wireless carrier, visit our Unlocking Policy at www.metrobyt-mobile.com.

Your Device may contain sensitive or personal data. We are not responsible for any information on your Device. At all times, you should remove or otherwise safeguard any sensitive or personal data when your Device is out of your possession or control including, but not limited to, when you relinquish, exchange, return, or recycle your Device. You agree that our employees, contractors, and vendors may access all information when you provide your Device to us.

***IS THE DEVICE SOFTWARE LICENSED?**

Yes. Your Device's Products and Software, which includes Third-Party Services and Products, as each may be updated, modified or enhanced, is licensed, not sold, to you by us, our licensors and third parties for your personal, lawful, non-commercial use on your Device only. You may only use the Products and Software as authorized by the applicable license.

Except as permitted by applicable law, you may not assign, transfer (including to another Device), sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, create derivative works of, reverse engineer all or any part of the Products or Software, or alter, disable, or circumvent any digital rights management security features embedded in the Services, Products, Software, and Third-Party Services and Products. You agree the Services, Products, Software, and Third-Party Services and Products contain proprietary content and information owned by us, our licensors, and/or other third parties. We, our licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Services, Products, Software, and Third-Party Services and Products at any time without notice and will have no liability for doing so. You agree that your violation of a license harms us, our licensors, and/or other third parties, that this harm cannot be fully redressed by money damages, and that we, our licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

***WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?**

Call us immediately if your Device is lost or stolen because you may be responsible for additional Charges incurred over your Rate Plan, before you notify us. You are not liable for Charges you did not authorize, however, the fact that your Device or account was used is evidence of authorization. You agree to cooperate with us and provide information if we investigate any unauthorized Charges. We will credit your account for charges we determine are unauthorized. If we determine the Charges were authorized, we will inform you within 30 days, and you will remain responsible for the Charges. We may prevent a lost or stolen Device from registering on our and other networks.

***ANYTHING ELSE?**

Yes! Here are some additional terms that apply:

ENFORCEMENT OF OUR RIGHTS. If we don't enforce our rights under the Agreement in one instance, it doesn't mean we won't or can't enforce them in another instance.

HEADINGS. The division of these T&Cs into sections, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of these T&Cs.

SEVERANCE. If any part of the Agreement is held invalid, then that part may be severed from the Agreement to the extent permitted under applicable law, and the remainder of the Agreement will remain in full force and effect.

ASSIGNMENT. You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of the Agreement, or your debt will not change or relieve your obligations under the Agreement.

THIRD PARTIES. The Agreement isn't for the benefit of any third party, except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest.

ENTIRE AGREEMENT. The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law. You cannot rely on any other documents or statements by any sales or service representatives or other agents to modify the terms of the Agreement.

ENGLISH VERSION CONTROLS. 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.

DMCA NOTICE. If you believe that any material residing on our system or network infringes your copyright, notify our Designated Agent by using the Digital Millennium Copyright Act (DMCA) notice procedure described at www.t-mobile.com/responsibility/legal/copyright (<http://es.t-Mobile.com/responsibility/legal/copyright> for our Spanish website). Our Designated Agent is Copyright Agent, 12920 S.E. 38th Street, Bellevue, WA 98006; copyrightagent@t-mobile.com; phone: 425-383-4000. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in our sole judgment, to limit, suspend or terminate the Service of any subscriber, account holder, or user who is deemed to be a repeat infringer of copyrights.