

Faith Wireless Terms of Use and Conditions of Service

Welcome to the website for Faith Wireless, www.FaithWireless.com (the "Site"). The Site is owned by Faith Wireless, LLC. FaithWireless.com provides prepaid cellular telephone services to the general public. The Site provides users the opportunity to sign up and receive service provided by Faith Wireless. Faith Wireless donates a percentage of every payment to the charitable organization of the user's choice.

- **DEFINITIONS AND DESCRIPTIONS.** The following definitions and descriptions shall be used herein. The term "Service" shall include any plans offered by Faith Wireless; any products sold by Faith Wireless, including but not limited to, phones, accessories or other items; the Site; and mobile applications. You, the user/viewer, shall be referred to as "Consumer" or "you". We, Faith Wireless, LLC shall be referred to as the "Company" or "we" or "us". These Terms of Use shall be referred to as the "Terms" or the "Agreement". Trademarks, logos, service marks, and other intellectual property shall be referred to as the "IP".
- **REQUIREMENTS FOR USE; APPROPRIATE USE.** By use of the Service, you are agreeing to these Terms. Future use of the Service will be subject to the Terms in effect at that time. Barring some other formally and specifically executed agreement between you and us, these Terms govern the entire relationship between us. **IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN YOU ARE NOT AUTHORIZED TO USE THIS SERVICE OR SITE.** Unauthorized or improper use of the IP or Service may give rise to a claim for damages and/or be a criminal offense. Should you take any actions which damage the Service or endanger the safe, efficient, and fair use of the Service by others, you will be liable for damages to us and agree to indemnify us and hold us harmless for any claims, damages, or other liabilities incurred by us due to your actions or inactions. Additionally, by accessing and using the Service, you agree to be bound by the terms found in our Privacy Policy which can be accessed by the following [link](#).
- **FURTHER CONFIRMATION OF USE AND OF TRANSACTIONS VIA THE SERVICE.** You agree that any process which the Service uses to have you further confirm your agreement to these Terms or to indicate or confirm your consent to a transaction will be a full and knowing consent by you which serves as the equivalent of a legally binding consensual signature by you.
- **UPDATES AND REVISIONS TO THESE TERMS.** These Terms contain important information about limitations of liability and resolutions of disputes. These Terms are subject to change without notice; you agree to be bound by the Terms in effect at the relevant time.
- **WARRANTIES OF CONSUMER.** As a condition of your use of this Site or Services, you represent and warrant that:
 - you are at least 18 years of age or have the permission of your parent or guardian to use this Site and provide information;
 - if you attempt or execute the use of the Service, you are at least 18 years of age and you possess the legal authority to create a binding legal obligation;
 - you will use the Service in accordance with these Terms;
 - you will only use the Service to for the legal and legitimate purposes it is intended, specifically

including the purchase, or attempted purchase, prepaid telephones for you or for another person for whom you are legally authorized to act;

- you will inform such other persons about the Terms that apply to the Service you have purchased on their behalf, including all rules and restrictions applicable thereto;
- all information supplied by you on this Site or otherwise supplied to Faith Wireless and its affiliates / partners is true, accurate, current and complete; and
- if you have a FaithWireless.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Site and the Services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

Any breach of these Terms by you may result in legal action taken by us against you.

- **RETURN POLICY.** Returns will only be accepted within 30 days of purchase and may be subject to a restocking fee of \$35.00 for equipment purchased from Faith Wireless. To submit a claim for a return, please send an email through the contact us form.

You are responsible for the accuracy of the shipping information provided at checkout. Any costs incurred due to inaccurate shipping information shall be your responsibility and Company shall not be liable for any charges or damages incurred as a result. Shipping and delivery times listed on the Site and during the checkout process are estimations only and are out of Company's control. Actual shipping charges may vary. By submitting your order, you acknowledge and agree that Provider is not responsible for any delays or delivery issues.

- **MONTHLY SERVICE PLANS.** The amount of minutes, text messages, and data available for use will depend on the service plan selected by you ("Monthly Service Plan"). Detailed information regarding the available Monthly Service Plans can be found [here](#). All Monthly Service Plans are subject to change without notice.
- **USAGE CONDITIONS.** To use the Service, you must activate a wireless telephone purchased from Faith Wireless or you may use your own wireless telephone, if compatible with the Service and in compliance with all State and Federal laws and regulations. You are responsible for determining compatibility and compliance. You must create a user account when activating the Service. You agree to only use the Service for your individual use. Faith Wireless reserves the right to cancel or deactivate Service without notice, in order to protect the third party carrier's network from harm due to any cause.
 - **VOICE SERVICES. UNLIMITED DOES NOT MEAN UNREASONABLE USE.** If Faith Wireless finds that you are using an UNLIMITED voice service offering for anything other than live talk between two individuals, Faith Wireless may terminate your service or change your plan after notifying you through one the following methods: direct call to your mobile number, e-mail, or USPS mail. Minutes of usage are calculated as actual minutes used; rounded to the nearest full minute.

- **TEXT SERVICES. UNLIMITED DOES NOT MEAN UNREASONABLE USE.** If Faith Wireless finds that you are using an UNLIMITED text service offering for anything other than live messaging purposes between two individuals, Faith Wireless may terminate your service or change your plan after notifying you through one of the following methods: direct call to your mobile number, e-mail, or USPS mail. Text messages are calculated per message of up to 160 characters. Premium text messages are NOT permitted under UNLIMITED Text Services. Additional charges will apply for international text messaging. Faith Wireless does not guarantee delivery of messages. Text messages, including downloaded content, not delivered within 7 days will be deleted. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received.
- **DATA SERVICES.** Faith Wireless does not currently offer unlimited data plans; but we may choose to offer them in the future. Should unlimited data plans be offered in the future, then said plans will be subject to the following conditions of use. Data services are provided solely for personal, non-commercial access to the Internet for purposes of web browsing, messaging, and similar data activities as your authorized device's native applications and capabilities permit. Faith Wireless reserves the right, without notice or limitation, to limit data throughput speeds or quantities to as little as 64 kilobytes, or to deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited uses detailed herein or if Faith Wireless determines that action is necessary to protect our wireless service or resources from harm or degradation, or that your usage disproportionately impacts Faith Wireless or Carrier network or resources. Data is offered as gigabytes and your usage of data is calculated as follows: each kilobyte (kb) used is rounded to the nearest full megabyte (mb) and billed to your account in increments of 1,000 megabytes per gigabyte. Faith Wireless may contact you as your usage approaches your chosen Monthly Service Plan's data usage limit, in order to offer you additional options to continue using data. These options include, but are not limited to, increasing your Monthly Service Plan, renewing your current Monthly Service Plan early, or continuing to use your other billed services without continued data usage for the remainder of your billing cycle. You may not use Faith Wireless data service: (a) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines; (b) as a substitute or backup for private lines or frame relay connections; (c) to send or receive unusually high numbers of messages; (d) to engage in atypical web usage behaviors; (e) for any activity that adversely affects the ability of other people or systems to use either our wireless services or other parties' Internet-based resources; and (f) for any other reason that, in our sole discretion, harms our network or disproportionately impacts Faith Wireless or third-party carrier network or resources.
- **EXCESSIVE USAGE.** There will be additional charges for any minutes, text messages, or data used above your Monthly Service Plan limit. If your Monthly Service Plan features unlimited minutes or text message: UNLIMITED DOES NOT MEAN UNREASONABLE

USE. Whether your usage is excessive or unreasonable is determined at our sole discretion according to industry standards.

- **PAYMENT DETAILS.** Payments can be made via your user account or by telephone. Faith Wireless will donate 10% of every payment to the charitable organization of your choice. Faith Wireless shall make the contribution directly to the organization. No charitable deduction or tax deduction of any kind shall be available to you. Faith Wireless is under no obligation to provide a donation receipt to you.
- **CANCELLATION TERMS.** You have the right to cancel the Service at any time by notifying us of your intent to terminate the Service.
- **TERMINATION.** We reserve the right to terminate or restrict your access to the Service at any time and in our sole discretion. The failure to pay your bill when due shall result in the automatic termination of the Service without warning.

If you have been notified by us that you are prohibited from using the Service, you no longer have a license to access and use the Service and any subsequent access or use by you or on your behalf shall be unauthorized and unlawful. We reserve the right to cancel any and all plans or other transactions you have purchased after you have been prohibited from using the Service, with no liability whatsoever to you.

- **AS-IS SERVICE, THIRD PARTY COMPONENTS; AVAILABILITY OF SERVICE.** No guarantee, warranty, or promise is made or offered in relation to the availability of the Service, the accuracy of the Service, or the reliability of the Service, which is “as-is” in relation to its usage. Faith Wireless does not guarantee the availability of the Monthly Service Plans for your area. There will be times when the Service may be unavailable. Although we would never knowingly allow a “virus” or other problematic process to infiltrate the Service, the risk of the same is inherent in the use of certain mobile applications and communication services, including this Service. The waiver you have agreed to herein covers such events and related damages.

You understand that the Service may be provided by third parties or be integrated or work along with third party networks, products, software, services, applications, etc. which we have no control over. In order to use the Service, you must agree to any terms of service / use put forth by those third parties. You waive any claims against us in relation to actions or inactions by such third parties.

- **THIRD PARTY SUPPLIERS.** Faith Wireless makes arrangements with retailers, providers, manufacturers, shipping companies, cellular wireless carriers, and other independent parties (“Third Party Suppliers”) to provide you with the Services and products sold on the Site. Third Party Suppliers may engage the services of local operators and/or subcontractors at their discretion. Provider does take reasonable care in selecting Third Party Suppliers; however, Provider is unable to control Third Party Suppliers and is not responsible for any acts or omissions committed by Third Party suppliers and/or their subcontractors. All products and services are subject to the laws of the country in which they are provided. FAITH WIRELESS IS NOT LIABLE FOR THE ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, OF THIRD PARTY SUPPLIERS OR ANY INDEPENDENT CONTRACTORS.

Neither Faith Wireless, its affiliates and any of their respective owners, members, officers, directors, employees, or agents, own or operate any Third Party Suppliers which provide the Services or

products. Faith Wireless does not maintain control or operate the personnel, equipment, or operations of these Third Party Suppliers and as such Faith Wireless assumes no responsibility for and cannot be held liable for any personal injury, death, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of: (1) any wrongful, negligent, willful or unauthorized acts or omissions on the part of any of the Third Party Suppliers or their employees or agents, (2) any defect in or failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these Third Party Suppliers, or (3) any wrongful, willful or negligent act or omission on the part of any other party not under the supervision and control of Faith Wireless.

- **SUITABILITY OF SERVICE.** We do not represent that any products, plans, or the Service set out on our Site will be suitable for you. You release us from any claims in relation to the products, plans, and the Service described on our Site, including but not limited to claims that the products, plans, and the Service are not suitable.
- **INTELLECTUAL PROPERTY RIGHTS AND USAGE.** The trademarks, logos and service marks ("IP") displayed on the Site or used via the Service are the property of the Company and perhaps of other parties. You are prohibited from using the IP for any purpose including, but not limited to use as metatags on other pages, without the written permission of Company or such third party which may own the IP. All information and content provided or shown via the Service is protected and proprietary. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available via the Service for commercial or public purposes. Your use of the Service does not create any rights in Company's intellectual property or other proprietary information or creations. You shall take no steps in attempting to reverse engineer the Service and shall not allow third parties to do so. Unauthorized use of the Service may give rise to a claim for damages and/or be a criminal offense.
- **SERVICE UPDATES, REVISIONS, AND REVOCATION OF USAGE.** The Service is subject to change, update, or even discontinuation without notice. You consent to the same and understand and agree that the same may impact your use of the Service.

We reserve the exclusive right to terminate your account or otherwise prevent or restrict your use of the Service for any reason. Should we revoke your use of the Service, or should we otherwise request it, you will return to us any and all products or accessories purchased via the Service. However, you shall be permitted to retain products and accessories that you purchased outright from the Company.

- **SUPPORT & MAINTENANCE.** Any support, maintenance, improvement, or repair of the Service by us shall be completely within our own discretion and is not owed to you. Further, any provision of support, maintenance, improvement, or repair of the Service by us does not create or imply any obligation for any such activity in the future.
- **ACCOUNT PROTECTION AND INFORMATION.** You are solely responsible for maintaining and controlling usernames, passwords, and similar information related to your account(s), and are solely responsible for activities which occur via your account. You agree to immediately provide us any and all updated information relevant to you and your account. Should you know or suspect your account to be compromised, it is incumbent upon you to take any protective or remedial actions. You understand and agree that we have no duty to maintain data regarding your account, your use of the Services, or other information related to you. You

will provide us with all relevant and reasonable information we request from you related to use of the Service.

- **USE OF DATA COLLECTED.** You consent to us collecting data related to your use of the Service, such as but not limited to where and how the Service was used, how much was paid, and similar information. You further consent to us sharing that data with third parties.
- **CONFIDENTIALITY.** You recognize that the Service is the proprietary and confidential property of the Company. Accordingly, you shall not, without the prior express written consent of the Company, disclose or reveal to any third party or utilize for your own benefit other than pursuant to this Agreement, any confidential information provided by us or obtained by you concerning the Service, trade secrets, specifications or other proprietary information provided that such information was not previously known to you or disclosed to the general public. You further agree to take all reasonable precautions to preserve the confidentiality of the Service or other information. The provisions of this clause shall survive termination or other cessation of use of the Service.
- **DISCLAIMER AS TO USE BY YOU AND THIRD PARTIES AND CONSEQUENCES OF SAME.** We shall have no responsibility for or liability for any consequences incurred by your use or application of the Service, whether that application or use is appropriate or inappropriate.
- **NATURE OF RELATIONSHIP.** Your use of the Service does not create any type of Company duty or responsibility to you or to any other persons or entities. This Agreement does not create a joint venture, partnership, or employee-employer relationship. The parties have no rights as to each other than those set forth in this Agreement and any which are inalienable by law.
- **DISPUTES.** If you have a problem or dispute, we will try to resolve your concerns. You agree to give us the opportunity to resolve any disputes relating to or arising out of this Agreement, the Service, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy (“Claims”) by contacting Faith Wireless Customer Support at contact us form. You must provide a written description of the problem and a statement of the specific relief sought. If we are not able to resolve your Claims within 30 days, you may seek relief through arbitration as set forth below.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) THROUGH BINDING ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THAT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF FAITH WIRELESS’ AGREEMENT WITH YOU. YOU AGREE THAT YOU ARE AWARE THAT THERE IS NO JUDGE NOR JURY IN ARBITRATION BUT THAT AN ARBITRATOR MAY AWARD YOU THE SAME DAMAGES AND RELIEF THAT YOU MAY BE ABLE TO RECOVER IN A COURT OF LAW. YOU AND FAITH WIRELESS FURTHER AGREE THAT THE ARBITRATOR MUST HONOR THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY BRING A CLAIM IN SMALL CLAIMS COURT.

Any and all Claims will be resolved by binding arbitration, rather than in court / by use of the formal legal system. This includes any Claims you assert against us, our subsidiaries, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis much of the same damages and relief as a court.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules, unless otherwise stipulated by you and by us. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. You and Faith Wireless agree that this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to Faith Wireless, LLC at 1307 Hodges Street, Raleigh, NC 27604. If we invoke arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a copy of the request to the AAA online at www.adr.org or at any AAA office.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. Further, unless both you and Faith Wireless expressly agree otherwise, 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. If the preclusion of class or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

- **NO THIRD PARTY OR NON-PARTY RIGHTS.** Neither this Agreement or your use of the Service creates any rights for third parties or non-parties.
- **ENTIRE AGREEMENT.** These Terms constitute the entire agreement between the parties relating to the subject matter hereof. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth herein.
- **LIMITATION ON LIABILITY.** You use the Service entirely at your own risk, and you waive any claims and actions against the Company and any and all persons and entities responsible for the existence and provision of this Service. This includes, but is not limited to, any and all equitable claims and any and all claims for: actual damages; statutory damages; punitive damages; liquidated damages; special damages; nominal damages; costs; fees; attorneys' fees; and reimbursements. Should we be found by a legal body with appropriate authority to be liable to you, you agree that the maximum in damages that we shall be liable for is the amount you have paid us for use of the Service.

You understand and agree that we are not responsible for the actions or inactions of any other persons or entities, including but not limited to: banks and other financial institutions; customers or patrons;

credit card and debit card providers and processors; other users of the Service; providers of mobile devices and mobile device services; mobile application stores and mobile application providers; social media platforms or providers; advertisers; coupon providers; and other providers of applications and services.

ALL CONTENT, PRODUCTS AND SERVICES ON THE SITE, OR OBTAINED FROM A SITE TO WHICH THE SITE IS LINKED ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. PROVIDER DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER IS NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- **INDEMNIFICATION.** You will defend, indemnify, and hold Company, its affiliates, and its respective successors, directors, officers, employees, and agents (each an "Indemnified Party") harmless from and against all third-party claims, actions, demands, proceedings, damages, costs and liabilities of any kind ("Claims") to the extent that such Claims arise out of or relate to the subject matter of this Agreement and/or your use of the Service.
- **NO STRICT CONSTRUCTION.** You will not assert that any ambiguities in these Terms or their application should be resolved against us because you did not draft these Terms.
- **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- **WAIVERS.** No waiver by us regarding of any breach of these Terms shall be deemed as a waiver of any prior or subsequent breach of the same or other provisions of this Agreement.
- **MODIFICATION BY COURT; SEVERABILITY.** If any of the provisions of these Terms shall be unenforceable, the Court shall have the right to amend said provision to allow the spirit of it to be enforced. Even if there are provisions which remain unenforceable, these Terms shall be otherwise enforced in full.
- **CHOICE OF LAW AND JURISDICTION.** Your use of the Service and the Site and any dispute arising out of such use of the Service and Site are subject to the laws of the State of North Carolina, United States of America and applicable federal law with regard to the arbitration provision. By using this Site, you agree that the location and jurisdiction for any dispute arising between you and the Provider shall be proper only in any Federal or State court located only in Wake County, North Carolina.
- **NOTICES.** No notice or legal service by you to us is effective unless delivered to the address below by a reliable commercial carrier, return receipt required, and also served upon the

Company's Registered Agent. You may contact us for other purposes as set forth below

Faith Wireless, LLC
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(919) 336-1070