

# **Naked Mobile® Terms and Conditions**

**(Revised and Effective 19 December 2023)**

Please read these Terms and Conditions carefully. Your agreement with Naked Mobile includes these Terms and Conditions, your Service Agreement, applicable supplemental terms and conditions, which are available at [www.nakedmobile.com](http://www.nakedmobile.com) (collectively "Agreement"). These Terms and Conditions are a legally binding agreement between you and Naked Mobile ("Naked Mobile" or "we"). They contain important information about your legal rights, and require that certain disputes be resolved through arbitration instead of a court trial. Naked Mobile reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. **Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Naked Mobile website at [www.nakedmobile.com](http://www.nakedmobile.com). Naked Mobile, therefore, encourages all subscribers to review the Terms and Conditions on our Website periodically.** However, if the terms are modified in such a way that is materially adverse to you Naked Mobile will provide a minimum of 30 days' written notice. Naked Mobile is a brand and service of Smith Bagley, Inc. ("SBI"). Naked Mobile utilizes the SBI network, and T-Mobile and AT&T networks via a roaming agreement between SBI and T-Mobile and SBI and AT&T. Naked Mobile, T-Mobile, and AT&T are registered trademarks. All rights reserved.

Naked Mobile complies with the Federal Communications Commission's ("FCC") Internet Broadband Industry Rules as they pertain to Naked Mobile as a mobile broadband provider. We seek to provide you with transparency into Naked Mobile's network management practices, performance characteristics and terms and conditions of our services so that you can make informed choices about our mobile broadband services; and so that content, application, service and device providers have the information needed to develop, market, and maintain Internet offerings.

## **IMPORTANT NOTICE:**

Naked Mobile service provides Emergency E911 through the Wireless Dispatchable Location Services (WDLs). WDLs provides better location accuracy for people calling in an emergency 911 situation.

**NOTE: WDLs WILL ONLY WORK IN LOCATIONS THAT SUPPORT E911 PHASE 2. PORTIONS OF NAKED MOBILE'S COVERAGE AREA DO NOT SUPPORT E911 PHASE 2 AT THIS TIME, INCLUDING THE NAVAJO NATION AND THE HOPI TRIBE RESERVATION.**

**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, Naked Mobile recommends that you use an internet-based Telecommunications relay Service such as Video relay Service, IP relay Service, or IP Captioned Telephone Service.**

## **HOW DO I ACCEPT THESE T&C'S?**

*By purchasing or activating your Naked Mobile Electronic Device or using any Naked Mobile service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:*

**If you do not want to accept these Terms and Conditions, do not activate your Naked Mobile Electronic Device or use any Naked Mobile Services.**

When you accept, you are telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a legal agreement. If you accept for an organization, you are telling us that you are authorized to bind that organization, and references to "you" in these Terms and Conditions may mean the organization.

## **1. WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?**

In these Terms and Conditions, you will find important information about:

- Naked Mobile services provided to you ("Services");

- Any equipment for which we provide Service, such as a phone, handset, tablet, or SIM card (collectively, a “Device”);
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device (“Charges”);
- Privacy information;
- Network management practices;
- Limitations of liability;
- Resolution of disputes by arbitration and class action waiver; and
- Internet Disclosures and Policies

## **2. WHAT YOUR AGREEMENT CONSISTS OF AND WHEN THE AGREEMENT IS EFFECTIVE**

Your agreement with Naked Mobile includes these Terms and Conditions (“T’s&C’s”), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at [www.nakedmobile.com](http://www.nakedmobile.com) (collectively “Agreement”). Your Rate Plan includes your monthly Service allotments for minutes, messages or data (“Allotments”), rates, coverage and other terms (“Rate Plan”). To the extent any term in your Rate Plan expressly conflicts with these T’s&C’s, the term in your Rate Plan will govern. Your Agreement applies to each line of Service. Please read these T’s&C’s carefully. They cover important information about Naked Mobile services provided to you (“Service”); your phone, handset, device, SIM card, data card, or other equipment or third party device used with our Service (“Device”); and any access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device (“Charges”). These T’s&C’s include terms of termination, Rate Plan changes, and limitations of liability, privacy and resolution of disputes by arbitration instead of in court.

Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a thirty (30) day period (“Service Commitment”), specified on your Service Agreement.

Any applicable state public utility commission tariffs also govern.

## **3. NATURE OF SERVICE**

Our rate plans, devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on the Naked Mobile Home Network Area (aka “On Network”), and other networks through a roaming agreement between SBI and other carrier’s networks. Naked Mobile’s Home Network Area can be found at [www.nakedmobile.com](http://www.nakedmobile.com). These maps are for general informational purposes only. The coverage maps depict the general coverage area of Naked Mobile. The coverage maps are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of the network’s roaming partners, if applicable. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower data speeds or no data connectivity and call interference. This could occur due to many factors including your device, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions. You will not be able to operate your phone or make 911 calls if service is not available. Some features on your device may not operate when roaming on the network of a network roaming partner. If you travel outside of your coverage area, your phone will not work. The coverage depicted on the Naked Mobile coverage maps is based on the information provided by other carriers and public sources and we cannot guarantee their accuracy. Coverage maps for your network may also vary based on your home location so please refer to our website for the most up-to-date coverage map applicable to your device and geographic area. Naked Mobile is not responsible for any Service outages, interruptions in service or decline in the quality of service regardless of the cause.

#### **4. REGISTERING, ACTIVATING AND USING YOUR NAKED MOBILE SERVICE**

You may purchase a Naked Mobile wireless phone; purchase a Naked Mobile SIM card for use with your own compatible wireless phone. Before you can use your Naked Mobile service, your service must be activated. You may activate your Naked Mobile phone by visiting one of our store locations or by visiting the Naked Mobile website at [www.nakedmobile.com](http://www.nakedmobile.com). If you are activating using your own equipment you can bring your device to our store location to confirm it is compatible with our network. When you activate your Naked Mobile service, you will be provided with a telephone number or you may, in some circumstances, port-in a number from another carrier. Please note that you have no ownership rights to any telephone number, IP address or any other identifier associated with your wireless service, and you acknowledge and agree that we may change any such number, IP address or other identifier associated with your Naked Mobile service at any time without prior notice to you. Naked Mobile does not charge any type of registration, activation, setup or commencement fees.

If you do not pay your Naked Mobile account by your Service End Date, your Naked Mobile phone number may be lost. Your Naked Mobile phone can only be activated where Naked Mobile Service is offered and supported by Naked Mobile. The wireless telecommunications networks used to transmit calls and data for the Service are owned and operated by licensed commercial mobile radio service providers (“Carriers”), and not always Naked Mobile. The terms of the Naked Mobile Service Plans are subject to change without notice. Naked Mobile Services are provided at Naked Mobile’s discretion. If you notify us that your phone is lost or stolen, your service may be deactivated.

Some functions and features referenced in the manufacturer’s manual provided with your Naked Mobile phone may not be available on your Naked Mobile phone.

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. Some Naked Mobile features are available only on Naked Mobile phones purchased from Naked Mobile and may not be available if you have purchased a Naked Mobile SIM card for use on a compatible wireless phone. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Color of phones may vary.

If you are using your own compatible phone, it must be compatible, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. Unless you are using a Naked Mobile Hotspot, devices capable only of using data service are strictly prohibited and your use of any such device is grounds for immediate deactivation and termination of your service without a refund. You are responsible for ensuring that any compatible wireless phone that you use is compatible with the Naked Mobile wireless service and that your phone meets all Federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware, software and/or Internet access required in order to use the Naked Mobile service. Naked Mobile service will only work with wireless devices that are compatible with our network. Not all services are available with all wireless devices or on all networks. We may remotely change your wireless phone’s software, applications or programming without notice. This could affect your stored data, your phone’s programming and how you are able to use your wireless phone.

#### **5. HOW WILL I BE CHARGED FOR DATA USAGE?**

Data service may be included in your Rate Plan. Data Plans offer a specific allotment of 4G/LTE data (“Data Plan”). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. If you do not have a Data Plan, your Device may not be able to access data services, including but not limited to, web browsing, email, or sending pictures (MMS).

#### **6. OUR AGREEMENT TO PROVIDE YOU CELLULAR SERVICE; YOUR AGREEMENT TO PAY; BLOCKING**

Naked Mobile, through SBi, is licensed to provide cellular service and have suitable facilities, subject to the limitations described below and subject to the requirements of any Naked Mobile tariff and applicable laws and regulations. Naked Mobile, through SBi, may also enter into roaming agreements with other carriers to allow you to use your phone where Naked Mobile lacks the best coverage, but roaming service is not guaranteed and is subject to additional limitations described below. You agree to pay for our services and equipment we supply at the rates in your Rate Plan

or as posted in our stores or on our website and according to this Agreement. Naked Mobile may, in our discretion, amend or add to any rates, charges, or terms, subject to the provisions in the next section. Naked Mobile may, in its sole discretion, block access to certain categories of numbers (*e.g.*, 976, 900 and international designations). All Naked Mobile Plans include unlimited talk and text to and from Mexico and Canada. However, Naked Mobile does not currently have roaming agreements in place in Mexico and Canada. That means Naked Mobile customers who are physically present in Mexico or Canada will not be able to send or receive any calls or texts on their Naked Mobile phones.

## **7. ARE THERE ANY OTHER TERMS THAT APPLY TO ME?**

Yes. Your “Agreement” includes these T’s&C’s, the additional terms found in your Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these T’s&C’s. Sections marked “\*” continue after termination of our Agreement with you.

You should also be aware that our Privacy Policy, Fair Usage Policy and Internet Acceptable Use Policy, available at [www.nakedmobile.com](http://www.nakedmobile.com), apply to the use of our products and services.

You might also have other agreements with us, such as an equipment installment plan or a handset protection plan.

## **8. YOUR SERVICE AGREEMENT DESCRIBES YOUR CHARGES, AND ADDITIONAL CHARGES**

Your Naked Mobile Service Agreement explains your cellular service. Because it is part of your Agreement, please take a copy with you or print it out and read it carefully.

## **9. TERMINATION OF SERVICE**

Naked Mobile provides all new customers a 14-day product and service guarantee starting on the day of activation (the “Return Period”). For details on the 14-Day Cancellation and Return Policy go to <https://mycellularone.com/14-day-trial-period-naked-mobile/>.

After the 14-day trial period either party may terminate this Agreement (which will terminate the provision of Naked Mobile service) at any time. Any unused service at the time of termination will not be refunded. Naked Mobile may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement, if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, if we have reasonable cause to believe that you are using your Naked Mobile phone and/or wireless service for an unlawful purpose or in a way that may adversely affect our Service, and/or if you engage in any deceptive or unfair conduct with respect to your Naked Mobile phone and/or wireless service. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Naked Mobile phones.

## **10. REFUNDS**

Customer refunds are provided under limited circumstances. Customers are not entitled to a refund for termination during a billing cycle unless pursuant to Naked Mobile’s 14-day service and product guarantee. See <https://mycellularone.com/14-day-trial-period-naked-mobile/> for more details. A Customer entitled to a refund of Ten Dollars (\$10.00) or less will received an account or store credit. Customers entitled to a refund greater than Ten Dollars (\$10.00) may receive an account or store credit, or receive a gift card that may be used anywhere gift cards are accepted. To receive a gift card refund Customer must fully complete a Gift Card Refund Form available at <https://nakedmobile.com/refund-request/>. Customer should allow six to eight weeks to receive a Refund Gift Card once the online Gift Card Refund Form is fully completed and submitted by Customer.

## **11. TAXES**

You agree to pay all taxes and fees imposed by governments or governmental entities. We may not provide advance notice of changes to these charges. We use the street address you provided us as your primary residence. If the tax laws require the use of a different address, then we will use the information available to us to determine the correct address. If you did not provide us a correct address for your primary residence, or provided us an address that is not a recognized street address that prevents us from identifying the applicable taxing jurisdiction, we may assign you a default location for tax purposes. Except as may be otherwise required by law, if you dispute your primary residence address or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 45 days of the date when the disputed tax or fee first appeared on your bill. Regardless of any Rate Plan guarantee, taxes and fees may change from time to time without notice.

## **12. SURCHARGES**

You agree to pay all surcharges associated with your Plan. Surcharges are not mandated or imposed on you by law, they are Naked Mobile charges that are determined, collected and retained by us. 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 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 and the Rate Plan you have. Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. When Surcharges are assessed in connection with your Service, you can find the Surcharges detailed in either the “Taxes, Fees & Surcharges”, “Naked Mobile and Charges” or the “Other Charges” sections of your bill or at your online account. Naked Mobile will provide you 30-days-notice of any increase in surcharges that adversely affect you and you may terminate this Agreement without being assessed any type of termination fee.

## **13. WHAT HAPPENS IF YOUR DEVICE IS LOST OR STOLEN?**

Once you notify us that your Device has been lost or stolen, we will suspend your Service and you will not be responsible for additional usage charges incurred when applicable. Any usage of your Device prior to you notifying us that it has been lost or stolen shall not be credited back to your account when applicable. You may request us to investigate usage you believe was unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the usage was unauthorized, we may credit your account. If we determine the usage was authorized, we will inform you within 30 days and you will remain responsible for the usage. If you request that we not suspend your Service, you will remain responsible for all usage incurred.

## **14. YOUR RATE PLAN DESCRIBES YOUR CHARGES, INCLUDED MINUTES, AND ADDITIONAL CHARGES**

Your Rate Plan explains your particular plan for your cellular service. Because it is part of your Agreement, it is important you understand it. If you have any questions about your Rate Plan, (1) ask a sales representative at any Naked Mobile retail store; (2) review our website; or (3) call Customer Care at (844) 236-2533.

## **15. IMPORTANT INFORMATION ABOUT “ROAMING”**

These T’s&C’s describe the experience you can expect on our network, including information about our reasonable network management practices, and the experience on our roaming partners’ networks:

- Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our network may vary and change without notice depending on a variety of factors. For more information go to [www.nakedmobile.com](http://www.nakedmobile.com). You agree that we are not liable for problems relating to Service availability or quality.
- Additionally, we may implement other network practices, such as caching less data.

- Our Internet Acceptable Use Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices.

In order to provide you the most widespread and reliable cellular service, any time your Device is not receiving a strong signal from our network (“On Network”), it may connect to another carrier (“Off Network”) that we have a roaming agreement with. “Roaming” is when you place or receive a voice call/SMS (text)/or accessing data outside the Naked Mobile Home Network Area. **Naked Mobile reserves the right, with or without notice, to manage its network parameters to prioritize your cellular service active on your Device to a network of choice when you are roaming, or slow the bitrate throughput rate on a roaming partners’ network.** Naked Mobile’s decision to prioritize your cellular service to a chosen roaming partners’ network, or slow the bitrate throughput rate on a roaming partners’ network is based on, without limitation, signal strength, data speeds, geographic area, network congestion, quality of service or internal business decisions in Naked Mobile’s sole discretion. **Roaming charges in foreign countries (“International Roaming”) may be especially high. Naked Mobile reserves the right to internally program its network for which roaming partners’ network you will roam on.**

## **16. YOU MUST USE YOUR DEVICE PREDOMINANTLY WITHIN THE NAKED MOBILE HOME NETWORK AREA**

Disproportionate roaming (including unlimited plans of any kind) occurs when a user’s usage is on other carriers’ networks (Roaming or Off-Net usage) greater than 50% during any 2 months during any 12-month period, in which case Naked Mobile may, at its option, terminate your wireless service or access to data services, deny user’s continued use of other carriers’ coverage, or change user’s plan to one imposing usage charges for roaming usage. Naked Mobile will provide you with notice that it intends to take any of the above actions, and you may terminate this Agreement without being assessed any type of termination fee.

## **17. FAIR USE POLICY**

**In order to provide reliable services at reasonable costs to our customers, we have certain restrictions in place to ensure the activities of some users do not disrupt or impair other customers’ services or our network. You may not use our services in a manner that harms, or unduly interferes with Naked Mobile’s network or system; or in a manner that is unlawful, or infringes on intellectual property rights.** Naked Mobile reserves the right, without notice or limitation, to terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, SMS, or data uses set forth in this Agreement or Naked Mobile’s Fair Use Policy, found at [www.nakedmobile.com/fair-use-policy](http://www.nakedmobile.com/fair-use-policy) if Naked Mobile, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. Naked Mobile voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described herein. **Listed below are examples of the permitted uses of the service and your device and examples of the prohibited uses of the service and your device.**

### **Examples of Permitted Uses of the Service and Your Device Include:**

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;
- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device (**if allowed by your Data Plan**) to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

**Unless Explicitly Permitted by Your Rate Plan or Data Plan, You Are Not Permitted to Use Your Device or the Service 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 which 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 Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being off-net (i.e., connected to another provider’s network) for any 2 billing cycles within any 12-month period;
- Results in unusually high usage (specifically, more data usage than what 97% of all customers use in a month, based on recent historical averages (updated quarterly) and the majority of your data usage being Smartphone Mobile HotSpot, i.e., tethering (unless allowed by your Rate Plan);
- 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;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these T’s&C’s; or
- Attempts or assists or facilitates anyone else in any of the above activities.

## **18. MESSAGING (TEXT, VIDEO AND PICTURE) AND DATA**

Certain messages, including those to third parties to participate in a promotion or other program may require a monetary payment separate from your Naked Mobile account. Any purchases or charges from third-party vendors will require other types of payment methods acceptable to the third-party vendor. Rates for texting to or from a foreign country may be especially high and may vary and are subject to change. There is no guarantee that messages will be received, and Naked Mobile is not responsible for lost messages. Text messages are typically limited to 159 characters.

Data Services are available only with particular Naked Mobile phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB. 1024MB equals 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your rate plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Data activity on your Device occurs regardless of who initiates the activity, and you are responsible for all data activity from and to your Device. Premium content (games, ringtones, songs, etc.) are priced separately and available through third-party vendors.

## **19. DATA PLANS**

Naked Mobile may, from time to time, offer 4G/LTE Data Plans that offer “Unrestricted Increments of Usage” up to a specific, measured amount of data use. Unrestricted Increments of Usage means Naked Mobile does not intentionally reduce a user’s bitrate transfer speed. These types of plans offer Unrestricted Increments of Usage up to a specific amount of megabytes or gigabytes. Once a user reaches the specific amount of data of a particular Data Plan Naked Mobile intentionally reduces the user’s bitrate transfer speed. **THEREFORE, IT IS IMPORTANT YOU UNDERSTAND YOUR PARTICULAR DATA PLAN OF WHEN WE MAY REDUCE YOUR BITRATE TRANSFER SPEED.** Further, Naked Mobile may have roaming agreements with other carriers that allow a user to access data on Naked Mobile, via SBI’s roaming partner’s network. Naked Mobile reserves the right, in its sole discretion, to restrict what carrier a Naked Mobile customer may roam on while out of the Naked Mobile Home Network, as well as restrict or reduce bitrate transfer speed.

**BECAUSE OF FACTORS OUT OF ITS CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, NAKED MOBILE DOES NOT GUARANTEE DATA SPEEDS.**

## 20. APPLICATIONS

Content or Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) ("Content & Apps") that you can purchase with your Device may not be sold by Naked Mobile. Naked Mobile is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content & Apps. Unless otherwise stated, any support questions for these Content & Apps should be directed to the third-party seller. You may be able to restrict access and certain services by implementing controls. Call Customer Service for assistance. When you use, download or install Content & Apps sold by a third-party seller, you may be subject to license terms between you and third parties.

## 21. INTERNATIONAL CALLS

All Naked Mobile Plans offer unlimited talk and text to and from Mexico and Canada. However, Naked Mobile does not currently have roaming agreements in place in Mexico and Canada. That means Naked Mobile customers who are physically present in Mexico or Canada will not be able to send or receive any calls or texts on their Naked Mobile phones. Calls and texts to other countries may be available for additional cost. Visit a Naked Mobile retail store or call Customer Care at (844) 236-2533, or go to [www.nakedmobile.com](http://www.nakedmobile.com) for more details.

## 22. INFORMATION ON PHONES

Your Phone may contain sensitive or personal information. Naked Mobile is not responsible for any information on your phone, including sensitive or personal information, data or photographs. If possible, you should remove or otherwise safeguard any sensitive or personal information, data and photographs when your phone is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your phone. By submitting your phone to us, you agree that our employees, contractors or vendors may access all of the information on your phone.

## 23. HOW WE CHARGE AND BILL YOU

**Billing Cycle.** The monthly access charges set forth in your Service Plan Agreement are to be paid one month in advance. Your Rate Plan likely includes unlimited talk and text messages, and a specific allotment of high speed 4G/LTE data. **Read your Rate Plan carefully to determine what type of Rate Plan you have, or visit our website at [www.nakedmobile.com](http://www.nakedmobile.com), call Customer Care at (844) 236-2533, or visit one of our retail store locations for more information about your particular Rate Plan.** Unused minutes, messages, and data allowances are forfeited and you may not use them in a future monthly billing period or apply them to other phones. Toll, regional calling, and long distance charges will be charged separately, except to the extent they may be included in your Rate Plan. Usage is determined based on your location at the start of a call and do not change if you move during the call. **IF YOU USE YOUR MONTHLY ALLOWANCE OF HIGH SPEED 4G/LTE DATA SERVICE YOUR BITRATE TRANSFER SPEED WILL BE SIGNIFICANTLY SLOWER.**

If you exceed your monthly allotment of high speed 4G/LTE data some plans may allow you to purchase a high speed 4G/LTE Bolt-On package by calling Customer Care at (844) 236-2533 or visiting a retail store. Bolt-On packages are good for 30 days from date of purchase so long as your account remains active.

Naked Mobile is compliant with the Federal Communications Commission's (FCC) "Wireless Consumer Usage Notification Guidelines." If you are on a plan with limited minutes and/or texting and/or data you will get one free text notification when you reach 75%, 85%, 95% and another free text when you reach 100% of your monthly limits.

## 24. YOUR RESPONSIBILITY FOR CELLULAR EQUIPMENT

You are responsible for all equipment you use in connection with your cellular service and must ensure that it is compatible with our network and complies with all FCC regulations. If we sell or provide you equipment, we will honor such equipment through the manufacturer's warranty subject to Naked Mobile's internal warranty program as amended from time to time.



## 25. YOUR RESPONSIBILITY FOR USE OR ANY MISUSE OF YOUR CELLULAR SERVICE OR EQUIPMENT

**25.1 General Customer Responsibilities.** You are responsible for any and all use and misuse of your phone, whether authorized by you or not. You agree to comply with all applicable laws, rules, regulations, and tariffs and not to use your cellular service or equipment in a way that harms our network or any person or entity.

**25.2 Motor Vehicles.** You agree that you will be liable for any loss, damage, accident, injury, or the like, arising from or relating to the use of cellular service or the presence of cellular equipment in any motor vehicle; or for any damage to any motor vehicle or other property resulting from the installation or presence of cellular equipment.

**25.3 Indemnity.** You agree to indemnify Naked Mobile SBI and its affiliates, and hold Naked Mobile, SBI and its affiliates, harmless from all claims, demands, liabilities, or costs of any kind caused by your breach of this Agreement or arising from or related to use of cellular service or any cellular telephone equipment by you or any other person or entity with or without your consent; except for any claims arising wholly and solely from the gross negligence of Naked Mobile.

## 26. UNDERSTANDING THE LIMITATIONS OF CELLULAR COMMUNICATIONS

As a radio service, cellular service may be interrupted, lost or limited for many reasons including power failures, leaving the coverage area, malfunctioning of services or equipment of Naked Mobile and its network providers or interconnected carriers, electronic or atmospheric interference, and failures of your equipment. **Calls to E-911 will not show your exact location.** Further, if you are in an area where your Naked Mobile is searching for a wireless signal or there is no wireless signal or wireless service, it is **highly probable that a call to 911 will not go through.** **Do not rely solely on your Naked Mobile Device and service in an emergency situation.** Additionally, because cellular service uses public airwaves, your communications may not be private. These limitations may apply to voice, data, and text messaging services equally. If you are roaming on one of SBI's roaming partners' network you may not be able to send or receive voice calls unless your Device is capable of Voice over LTE (VoLTE).

## 27. LIMITATION OF NAKED MOBILE'S LIABILITY

Due to the limitations of cellular service and for other reasons, **neither SBI or its affiliates or Naked Mobile will accept any liability for any damages arising from or relating to the service, equipment, or this Agreement in excess of the prorated charge for cellular service during the period damages occurred, or the lowest limit in any applicable tariff, regardless of the cause of damage. Also, you agree to waive any claims against Naked Mobile, SBI or its affiliates arising from or relating to the service, equipment, or this Agreement for indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature including, without limitation, any lost profits, lost revenues, lost savings, cost of cover, or any other business loss including loss of goodwill, use of property, or data or messages,** regardless of the cause, including damages that may have been foreseeable or caused by the willful misconduct by Naked Mobile, SBI or its affiliates.

## 28. AGREEMENT TO ARBITRATE DISPUTES AND WAIVER OF CLASS ACTIONS

Most customer concerns or disputes can be resolved through our Customer Care Department. However, if either of us has an issue which cannot be resolved without third party intervention, both of us agree to submit to binding arbitration before the American Arbitration Association using the Wireless Industry Arbitration rules. **This means that all disputes arising from or relating in any way to your Naked Mobile service or equipment, whether under this Agreement or not, will be resolved through arbitration, not in court or through judge or jury. Moreover, to the fullest extent allowed by law, both of us agree to waive any rights to pursue a claim arising from or relating to this Agreement or the service as a class action; that is, you or we will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or entity.** The waivers in this section continue in force and effect after the termination of this Agreement.

## **29. OTHER TERMS REGARDING DISPUTE RESOLUTION**

### **29.1 How Can I Dispute Charges or Usage?**

If you have any questions about how we bill or want to dispute any usage, please contact us by calling Customer Care at (844) 236-2533, or by writing to Naked Mobile Customer Care, at 1500 S. White Mountain Road, Suite 103, Show Low, Arizona, 85901. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding any bill, Charge, or usage to your account within 60 days after the date you first receive the Charge. If you do not, you may not pursue a claim in arbitration. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill, Charge or usage, you agree that the issue is fully and finally resolved. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

### **29.2 Choice of Law.**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

## **30. DISCLAIMER OF WARRANTIES**

**Except for any written warranty that may be provided with a Naked Mobile Device you purchase from us, and to the extent permitted by law, the Services 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 concerning your Service or your Device. We cannot and do not promise uninterrupted or error-free service and do not authorize anyone to make any warranties on our behalf. This does not deprive you of any warranty rights you may have against anyone else. 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.**

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third party products. We are not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. We cannot assure you that if you place a 911 call or text you will be found.

We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third party content, services, advertisements, or websites you may be able to access by using your Device or the Services, even if charges for Content & Apps appear on your Naked Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

**WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.**

## **31. ENTIRE AGREEMENT, NO WAIVER, PARTIAL ENFORCEABILITY, NAKED MOBILE PRACTICES AND POLICIES**

This Agreement, along with your Service Agreement contains the entire agreement between us and supersedes any prior contrary discussions and agreements. The Agreement may only be amended as stated above or in a writing that we both sign. If we ignore or waive a breach of the Agreement by you, it will not bar us from enforcing any term in the Agreement in the future. Other details about our current practices and policies are available in our stores and on our website and may include, among other things: data limitations, technical requirements, phone numbers, acceptable

use, text messaging, credit approval, deposits, Lifeline service to low income customers, location-based services, international roaming and calling rates and terms, equipment returns, shipping, plan changes, privacy, pre-paid service, trial/grace period, and frequently asked questions. Naked Mobile reserves the right to change Policies at any time, with or without notice. If a Policy conflicts with this Agreement, this Agreement will govern. If any provision in this Agreement or a Policy is ruled unenforceable or invalid, you agree that it does not affect the validity or enforceability of the remaining Agreement terms or other Policies.

**32. NAKED MOBILE INTERNET DISCLOSURES AND POLICIES**

**32.1 Broadband Internet Access Services Description.** Naked Mobile, a brand and product of Smith Bagley, Inc., provides the following broadband Internet access services to customers:

TABLE 1

2G Speed on SBi Network	LTE Speed on SBi Network	LTE Speed When Roaming	Video Speed
Up to 40Kbps Down/14Kbps Up	Up to 10Mbps Down/2Mbps Up	Up to 5Mbps Down/2Mbps Up	500 Kbps Down
LATENCY: <150MS	LATENCY: 90MS	LATENCY: 180MS	

Naked Mobile offers 4G/LTE Data Plans that offer “Unrestricted Increments of Usage” up to a specific, measured amount of data use. Unrestricted Increments of Usage means Naked Mobile does not intentionally reduce your bitrate transfer speed. These types of plans offer Unrestricted Increments of Usage up to a specific amount of megabytes or gigabytes. Once you reach the specific amount of data of a particular Data Plan, Naked Mobile intentionally reduces the user’s bitrate transfer speed. The table below illustrates a 50GB Data Plan and how your bitrate transfer speed is affected once you have used all your 50GB of data. The table below is applicable regardless of the Data Plan you choose. Naked Mobile offers several different Data Plan increments.

TABLE 2

50 GB Data Plan on SBi Network	50 GB Data Plan When Roaming	Speed after 50 GB Data Plan is used on SBi Network	Speed after 50 GB Data Plan is used when Roaming	Video Speed
LTE: Up to 10Mbps Down/2Mbps Up	Up to 5Mbps Down/2Mbps Up	40 kbps/14 Kbps	40 Kbps/14 Kbps	500 Kbps Down

The reduced speeds after you have used all your data allotment from the Data Plan you purchased will continue for the remainder of your billing cycle. Each of our services is suitable for most or all real-time applications, including web surfing, movies, gaming, voice over IP, and music. Occasionally, at times of peak usage, some applications may run more slowly than usual. Upon reasonable request, we may provide specialized services to large enterprise customers at prices to be negotiated. Data used by certain speed measurement applications will count against your data allotment. The results from some speed measuring applications may show current network speeds, rather than the reduced speed that is currently available to you.

**32.2 Service Plan Prices.** Our monthly prices, charges, and fees for broadband Internet access service plans, including installation charges and early termination fees for some plans, can be found here: [www.nakedmobile.com](http://www.nakedmobile.com).

**32.3 Non-Broadband Access Data Services.** We do not offer dial-up services. Naked Mobile’s network does have a small number of sites (less than 10% of its entire network in very remote areas of its Network) where only 2G services are available. 2G services is for voice and texting only with no data services available.

**32.4 Network and Congestion Management.** Naked Mobile’s goal is to provide the best possible Internet service to our customers at all times and to protect our network and customers from any undue harm that might be caused by malicious users or hackers, such as denial of service attacks. We use a variety of optimization techniques, such as TCP

optimization. We do not size video streams but we do limit download throughput for video services to 500 Kbps (see tables in Section 32.1). These techniques do not discriminate among content or websites. When a cell site experiences high demand, data speeds for users on that site may be slower until such time as traffic levels returns to normal. Naked Mobile does reduce bitrate transfer speeds (throttling) once you reach the specific amount of data of a particular Data Plan. Naked Mobile intentionally reduces your bitrate transfer speed (see TABLE 2 above in Section 32.1). We do not engage in blocking, paid prioritization, or affiliate prioritization. We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible experience for the most possible customers, we implement network management practices on a content-agnostic basis, such as caching less data and prioritizing data usage. We also use a variety of physical, electronic, and procedural safeguards to protect our network from events that may negatively impact our customers' ability to use our Broadband Internet Access Services. We monitor our network to protect against security threats, including spam, viruses, automated attacks, worms, distributed denial of service attacks, and other potentially malicious activity. When we detect a threat, we will attempt to prevent it from spreading across our network using a variety of security measures, which may include rerouting or limiting some traffic over our network until the threat is resolved.

**32.5 Device Attachment Rules.** Customers may generally attach any lawful device of their choice that is compatible with our network, subject to any limitations of their data plan. Customers are advised to check our website [www.nakedmobile.com](http://www.nakedmobile.com) or contact the Naked Mobile prior to purchasing any third-party equipment to ensure compatibility. Naked Mobile is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third-party. If any such equipment harms our network or degrades the service of other users, the customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm.

### **32.6 Security and Privacy.**

**32.6.1 Customer Security.** We may suspend or terminate service to customers that in our sole judgment harm the network or other users.

**32.6.2 Network Management and Service.** In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity.

**32.6.3 Sale of Customer Data.** We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not share data with third-party advertisers but we do analyze use to improve customer experience. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place "cookies" on your device and may track your device for marketing and other purposes and that is not something Naked Mobile can control or prevent without blocking or degrading your service.

**32.6.4 Third Party Content and Services.** We are not responsible for the information, content, applications or services provided by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. We also recommend that all customers install applications to protect their devices from viruses and malware.

**32.6.5 Law Enforcement and Copyrights.** Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.

**32.6.6 Privacy.** Naked Mobile is committed to protecting the privacy and security of our customers' personal information. For information on how Naked Mobile protects its customers' privacy, please review our Privacy Policy at <http://www.nakedmobile.com/privacy-policy>.

**32.6.7 Questions or Complaints.** If you have questions or complaints about our broadband Internet access service you should first visit our website at: [www.nakedmobile.com](http://www.nakedmobile.com). If the question or complaint is not resolved on the web, you may contact one of our customer service representatives at 844-236-2533. We find that most customer concerns or disputes can be resolved through our customer service representatives. If the question or complaint is still not resolved you may contact Naked Mobile's Chief People Officer at [CPO@nakedmobile.com](mailto:CPO@nakedmobile.com). However, any customer disputes that cannot be resolved without third-party intervention will be resolved by binding arbitration in accordance with the terms of our service agreement, which can be found here: [www.nakedmobile.com](http://www.nakedmobile.com).