Ch@mobile Terms & Conditions

Last Updated: August 12, 2026

SERVICE AGREEMENT FORMATION AND SCOPE

Ch@mobile is a marketing brand operated by StarComm Holdings LLC. Your Ch@mobile service is provided by Compax MVNO Venture, Inc, including its affiliates, assigns and agents Compax Digital," Compax," "we," "us" or "our"). These Terms and Conditions ("T&Cs") constitute a binding contract under which we provide you wireless mobile services ("Service"). Your service agreement ("Agreement") includes: (i) these T&Cs, (ii) our Privacy Policy(www.chatmobile.com/privacy-policy.pdf), (iii) our Acceptable Use Policy (www.chatmobile.com/acceptable-use-policy.pdf), (iv) our Mobile Application Use Policy(www.chatmobile.com/application-use-policy.pdf), (v) any subscriber agreements, (vi) supplemental terms for specific plans or devices, (vii) confirmation materials, (viii) coverage maps, and (ix) any other terms we provide or make available. In the event of a conflict between these T&Cs and any other materials that makeup the Agreement, these T&Cs shall govern to the extent necessary to resolve the conflict.

Please read these T&Cs carefully. They cover important information about our services provided to you ("Service"); your phone, handset, device, SIM card, embedded SIM ("eSIM") (SIM card and eSIM, to the extent either technology may be available to you depending on your Device, your Service, and/or any other factor(s) in our sole discretion, are referred to interchangeably as "SIM," "SIM Card," and/or "SIM Kit"), data card, or other equipment or third party device used with our Service ("Device"); and any access and usage charges, SIM Charges, taxes, fees, assessments, and other charges we bill you or that were accepted or processed through your Device (collectively, "Charges"). These T&Cs include terms regarding service plan changes and late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court.

ACCEPTANCE OF TERMS & CONDITIONS

YOUR AGREEMENT BEGINS WHEN YOU ACCEPT by: (a) providing written, electronic, or oral acceptance; (b) activating Service; (c) using Service after changes; (d) paying for Service, activations or devices; or (e) continuing to use Service after receiving notice of updated terms. You represent that you are at least the age of majority and legally authorized to enter this Agreement.

ARBITRATION AND DISPUTE RESOLUTION

All claims or disputes relating to this Agreement, Our Service, marketing, devices, or products, must be resolved by binding arbitration on an individual, non-representative basis. This binding dispute resolution and arbitration process (the "ADR Process") shall also apply to any claims against other parties relating to Service or Devices provided or billed to you (such as our

suppliers, Dealers or third-party vendors) whenever you also assert claims against us in the same proceeding. This also includes any claims brought after your service agreement with Compax terminates. The ADR Process shall survive the termination of this Agreement.

For the avoidance of doubt, the above phrase “any and all claims or disputes” includes any claims under the Telephone Consumer Protection Act, which are also subject to this ADR Process. The parties expressly agree that the arbitration provisions, as embodied in this ADR Process, shall be governed by federal law, including the Federal Arbitration Act and federal case law interpreting the Federal Arbitration Act. For purposes of enforcing any arbitration award, with Compax and you agree that the exclusive venue shall be United States District Court for the District of Oregon, Portland Division (the “Federal Court”), in the first instance, and in the Circuit Court of the State of Oregon for Multnomah County in the event the Federal Court does not have subject matter jurisdiction or diversity jurisdiction. Notwithstanding the foregoing, please be advised this Agreement affects interstate commerce, such that federal law would preempt state law. To the extent allowed by law, you agree to waive any argument that this Agreement does not affect interstate commerce.

WAIVER OF JURY TRIAL

By agreeing to these T&Cs and the arbitration of all disputes, you also waive any statutory and constitutional right to a jury trial. To the extent allowed by law and to the extent the ADR process and this arbitration agreement is found to be unenforceable, Compax and you waive statutory and constitutional rights to a jury trial. Please be advised that there is no judge or jury in arbitration, and court review of any arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a Court.

PREARBITRATION DISPUTE RESOLUTION

Before initiating any arbitration against Compax, you must comply with this provision unless you have a Puerto Rico address. For all disputes (except for Puerto Rico customers), you must first give us an opportunity to resolve your claim by calling our customer service department at +1 888 980 4401 and providing a written description and supporting documentation of your claim, if requested by the Compax care agent. Compax and you each agree to negotiate your claim in good faith. If Compax and you are unable to resolve the claim within sixty (60) days after Compax receives your claim description and supporting documentation, you may pursue your claim in arbitration.

SMALL CLAIMS OPTION

As an alternative to arbitration, Compax may choose to resolve payment disputes in small claims court in the county of your most recent billing address. Compax and you agree that if you fail to timely pay amounts due, Compax may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by applicable law or the Agreement.

ARBITRATION PROCEEDINGS

Either you or we may start arbitration proceedings following the above described 60-day period. You may submit a demand for arbitration using one of the following arbitration services through The American Arbitration Association ("AAA"), administered under its Consumer Arbitration Rules, or JAMS, administered under its Streamlined Arbitration Rules and Procedures applicable to consumer disputes. However, in all cases, you must serve all necessary paperwork through our registered agent pursuant to Section 12.4 of these T&Cs.

You and Compax agree that the following rules will apply (the "Arbitration Rules"), depending on which arbitration service provider you select. If for any reason the arbitration service provider you select declines to administer the Claim, you must submit your claim to the remaining arbitration service provider. If both decline to administer the Claim, then you or Compax may file a petition in Federal Court for the appointment of an arbitrator pursuant to 9 U.S.C. Section 5. Compax and you agree to arbitration before a single arbitrator (the "Arbitrator"). The Arbitrator must be a retired judge or appellate justice, but otherwise will be selected pursuant to the applicable

Notwithstanding anything to the contrary in these T&Cs or any state's conflict of laws rules, in order to ensure the availability of witnesses, the Arbitrator will sit in Hillsboro, Oregon, where Compax is headquartered, unless your billing address is in Puerto Rico, in which case the Arbitrator will sit in Puerto Rico. If you live outside of Hillsboro, Oregon, the Arbitrator shall permit you to fully participate in the arbitration hearing by videoconference, and the Arbitrator shall have discretion to allow any party to fully participate in the hearing by videoconference upon request. The purpose of this provision is to ensure that the ADR Process is more accessible than a court trial and that you are not dissuaded from bringing a legitimate claim because you need to personally attend court proceedings. In all cases, the Arbitration Rules shall apply, except as modified by the Agreement. Notwithstanding anything to the contrary in the Arbitration Rules, Compax voluntarily agrees to the following: if the dispute involves less than $75,000.00, and you agree to limit your maximum recovery to $75,000.00, you may elect to have Compax pay for the costs invoiced by the selected arbitration provider ("Arbitration Costs"). To the extent otherwise required by applicable law, the Arbitration Rules, or as required of Compax to enforce the ADR Process, Compax will pay for or reimburse Arbitration Costs. Otherwise, Compax and you will equally share the payment of Arbitration Costs. The term Arbitration Costs does not include attorney's fees incurred by you or Compax. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees.

DISCOVERY

Notwithstanding anything to the contrary in the Arbitration Rules, to the extent permitted by applicable law, you and Compax agree that discovery shall be limited to one deposition per side and ten requests for production of documents and materials, including any electronically stored

information, reasonably tailored to the issues in the case, given the Arbitrator's discretion to limit the production of electronically stored information or shift the cost to the party seeking the production of electronically stored information, depending on the circumstances presented to the Arbitrator. The purpose of this provision is to ensure that the arbitration process is more affordable than an action in Court and that you are not dissuaded from bringing a legitimate claim based on the broader range of discovery permitted in a court action. Notwithstanding the foregoing, the Arbitrator will have discretion, upon a showing of good cause and necessity to ensure a fair hearing on the merits, to expand the limits of discovery to include additional depositions, additional document requests, or expanded to include written interrogatories in lieu of additional depositions.

CLASS ACTION WAIVER

Compax and you each agree that any proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidate, or representative proceeding against Compax.

REFUNDS; CANCELLATION, TERMINATION, SUSPENSION, OR ADJUSTMENT OF SERVICE PLANS

Subject to our plan refund policies below, you may cancel or we may terminate, suspend, or adjust (in accordance with these T&Cs and our Acceptable Use Policy) any Service plan that you purchase from us at any time; provided that, except as otherwise required by applicable law and our Refund Policy, you will not receive any refund of amounts paid to us in connection with any such Service plan whether cancelled by you or terminated, suspended, and/or adjusted by us.

PLAN REFUND POLICY (CANCELLATIONS)

You may request a refund and cancel your new Compax service activation for any reason within seven (7) calendar days of activation, and we will refund the full purchase price and any associated taxes and fees, as long as you: (i) have purchased a Compax plan on www.chatmobile.com; and (ii) complete our refund request form located at www.chatmobile.com/return-policy/ to cancel your new service activation (collectively, the "7-day money back guarantee" or "7-day risk-free trial"). You are not required to physically return the SIM kit in order to cancel your new service activation. Refunds will be processed within sixty (60) business days after you contact us. We will not refund any funds loaded into your account, including any unused data or international roaming. You are not eligible to request a refund for a new Compax service activation or SIM kit when forty-five (45) calendar days have passed since the date of purchase ("45-day refund exclusion"). SIM kits that are subject to the 45-day refund exclusion and that are not subsequently activated will automatically become inactive after three (1) year following the date of purchase. For avoidance of any doubt, this Refund Policy does not apply to any other purchase of Compax products or services, including

but not limited to any Compax plan purchased from a national retail partner's store or any other store or website.

For our Refund Policy for the Compax Trial Plan offer, including the Compax 7-Day Trial Kit and Compax See For Yourself Kit, see the below section, "Trial Plan Terms and Conditions."

For our Plan Refund Policy where we suspend, adjust, or terminate Service in accordance with these T&Cs and our Acceptable Use Policy, see below.

For our Device, SIM Kit, and Accessory Return Policies, see below.

ACTIVATION PERIOD

All service plans, including promotional plans and Trial Plans, must be activated within 45 days following the date of purchase. We reserve the right to suspend or terminate any plan or service that is not activated within 45 days following the date of purchase.

OUR RIGHTS TO MAKE CHANGES

This provision is subject to requirements and limitations imposed by applicable law and will not be enforced to the extent prohibited by law. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. We reserve the right to change or modify these T&Cs, our Service, discounts, technologies, including changes to our network that may impact your device's compatibility, network coverage, or any other terms in the Agreement at any time and you agree to be bound by all such changes or modifications. Because these T&Cs are subject to change at any time, you should always check the Compax website for the most current version. If we change the service fee applicable to your service plan, you will have 5 days from the date we post or notify you of the revised service fee to terminate your service plan by contacting our customer service department at +1 888 980 4401, or managing your account preferences on the Compax website.

If you fail to cancel your service plan with the 5 day period, you will be deemed to have accepted the rate increase. Any increase in taxes, regulatory fees, or assessments will not be considered an increase in any service fee and will not be considered an increase in any service fee and will not entitle you to exercise the foregoing cancellation right. We are not liable to you for changes in operation, equipment, or technologies, including network changes, that cause your device to be rendered obsolete or require modification.

COMPATIBLE DEVICES

You must use a supported, compatible Device to access the Compax Service via the Compax network. Only certain phones and tablet computers are supported Devices. Compax will provide you with a list of supported Devices upon your request. Supported Devices may include Devices that do not permit use of an eSIM and/or SIM card. Modems, bypass, gateways, automated relay

devices and any other Devices used for commercial or re-direction purposes are not supported Devices and violate our Acceptable Use Policy. Failure to use a supported, compatible Device when accessing our network will result in immediate termination of your Service.

OVER-THE-AIR (OTA) CARRIER SETTINGS AND SIM/eSIM UPDATES

Over-the-Air (OTA) Carrier Settings and SIM/eSIM Updates

You acknowledge and agree that, in order to activate, operate, maintain, secure, or improve the Service, we or our network supplier may remotely update, modify, configure, or install carrier settings, network parameters, software components, or security updates on your Device, SIM card, or eSIM ("**OTA Updates**"). OTA Updates may include, without limitation: (i) updates to SIM or eSIM network parameters, including roaming lists, authentication data and configuration files; (ii) updates to Device carrier settings required to enable or restore access to voice, text, data, VoLTE, 5G, Wi-Fi Calling, or other features; (iii) installation or modification of APN, MMS, or network access settings; and (iv) deployment of patches, fixes, or updates necessary to address security or regulatory requirements.

OTA Updates may be delivered through any available communication channel, including encrypted SMS, secure data sessions, or industry-standard SIM/eSIM management protocols, and may occur automatically without additional notice to you. Certain OTA Updates may require your Device to restart or temporarily interrupt your use of the Service.

By activating or using the Service, you expressly consent to receiving OTA Updates and you understand that declining, blocking, altering, or disabling OTA Updates may result in degraded performance, reduced functionality, inability to access portions of the Service, or termination of Service in our sole discretion. To the extent permitted by law, we are not responsible for any impact on your Device, SIM, eSIM, data, or applications resulting from required OTA Updates, or from your refusal or failure to permit such updates.

You further acknowledge and agree that OTA Updates may interact with or supplement Device manufacturer operating systems or settings. We are not responsible for any limitations, restrictions, or behaviors imposed by Device manufacturers, operating systems, or third-party software that affect the delivery, installation, or performance of OTA Updates.

SERVICE AVAILABILITY

Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. You agree we are not liable for problems relating to Service availability or quality.

EMERGENCY AND 9-1-1 INFORMATION

When making a 9-1-1 call, always state the nature of your emergency and provide both your location and phone number, as the operator may not automatically receive this information. Compax is not responsible for failures to connect or complete 9-1-1 calls for any reason whatsoever, including without limitation if inaccurate location information is provided. 9-1-1 service may not be available or reliable and your ability to receive emergency services may be impeded.

We or our network supplier may use a variety of information and methods to determine the location of a 9-1-1 call, including Global Positioning Satellites, our network supplier's wireless network, the street address you have provided us as your primary use location ("Primary Address"), or other information. Even with this information, an emergency operator may not be able to locate you in order to provide emergency services. Other third party entities are involved in connecting a 9-1-1 call and neither Compax nor its network supplier determines the public safety agency to which your 9-1-1 call is routed.

If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. If you are porting a phone number to us, it is your obligation and responsibility to make certain that all information forwarded from the port out carrier is accurate and complete. If you dial 9-1-1 while outside the U.S., 9-1-1 services may not be available.

If applicable: For important information concerning your limited ability to access 9-1-1 emergency services when connected to Wi-Fi Calling on a compatible Device, including your obligation to provide us with your most recent physical location (your "Registered Location") whenever using the Wi-Fi Calling feature, please refer to the section below regarding Wi-Fi Features, as well as the 911 & E911 Disclosure posted on the Compax website at www.chatmobile.com/911-and-e911-disclosure/, and incorporated into these T&Cs by reference.

SERVICE PLANS

GENERAL SERVICE PLAN TERMS

Your Service will operate only after you have purchased and redeemed a Compax Service plan. We may offer plans that can only be activated through the Compax application including, but not limited to, Trial Plans. Trial Plan access to the Compax service will cease according to the specific terms of your Trial Plan. Trial Plans are not renewable and you must become a paid subscriber to the Compax service in order to continue your access to the Compax service.

For all Compax service plans, airtime expiration is subject to the terms of your plan. Your account may be canceled for any violation of these T&Cs or the Acceptable Use Policy, or if the following occurs: (1) your airtime has expired without a successful renewal payment, which places you in suspended status, and (2) you have not successfully paid for any plan renewal for 90 days or more while in suspended status. Upon cancellation for any reason, we may reassign

the phone number associated with your account, and you may be unable to transfer that number to a different carrier. To ensure uninterrupted service, you are required to renew your account before your airtime expires. Please visit our website located at www.chatmobile.com for the latest information regarding our Service plans.

MULTI-MONTH PREPAY PLANS

Ch@mobile offers qualifying subscribers the option to prepay for multiple months of service on qualifying plans at a discounted per-month rate relative to the standard monthly rate ("Multi-Month Prepay Plan"). Available term options, discounts, and qualifying plans are subject to change in accordance with the "Our Rights to Make Changes" section of these T&Cs.

Eligibility. Multi-Month Prepay Plans are available on qualifying plans as designated by Ch@mobile from time to time, in its sole discretion.

Activation. Multi-Month Prepay Plans are subject to the "Activation Period" section of these T&Cs. Except as otherwise stated herein or in applicable promotional terms, all terms governing standard service plans apply equally to Multi-Month Prepay Plans.

Subscriber-Initiated Cancellations. If you cancel a Multi-Month Prepay Plan for any reason, you will not receive a refund of any amounts paid, including any unused months remaining in your prepaid term, except as provided in the 7-Day Refund Window below. By purchasing a Multi-Month Prepay Plan, you acknowledge that the discounted rate reflects prepayment of the full term.

7-Day Refund Window. You may cancel a Multi-Month Prepay Plan within seven (7) calendar days of activation and receive a full refund of the purchase price and associated taxes and fees, provided that: (i) no promotional access code or other promotional benefit has been issued to your account; and (ii) you comply with the refund procedures in the "Plan Refund Policy (Cancellations)" section of these T&Cs. If a promotional benefit has been issued prior to or during the 7-day window, you are not eligible for a refund and your purchase is final. For the avoidance of doubt, any non-refundable fees charged in connection with a qualifying promotional offer are excluded from any refund issued under this provision.

Compax-Initiated Terminations and Suspensions. If Ch@mobile suspends or terminates your Multi-Month Prepay Plan for any reason other than your violation of these T&Cs or our Acceptable Use Policy, we will refund a pro-rata portion of your service fee for any then-remaining full unused service period(s), not including the period in which termination or suspension occurs. No refund will be issued if termination or suspension results from your violation of these T&Cs or our Acceptable Use Policy. This provision supersedes the "Plan Refund Policy (Terminations, Suspensions, Adjustments)" section to the extent of any conflict with respect to Multi-Month Prepay Plans.

No Minimum Term Obligation. A Multi-Month Prepay Plan is a voluntary prepayment for a defined service period and does not constitute a minimum term contract or create any obligation beyond the prepaid period.

CHARGES

You agree to pay all Charges, including SMS Charges, that we bill you or that were accepted or processed through your Device. All Compax Service plans are measured on 30-day monthly cycles (including for purposes of determining your data usage levels, as described below).

At its sole discretion, Compax may provide a grace period of up to three (3) calendar days following the scheduled expiration or renewal date of a Service Plan. During any such grace period, Compax may keep your Service Plan active to allow you additional time to renew your service. If Compax elects to provide a grace period, your remaining plan validity, airtime, voice minutes, text messages, data, or other included balances under your current Service Plan will remain available during the grace period and will not expire solely because the scheduled renewal date has passed. The grace period, if offered, does not extend the original 30-day service cycle, does not create any entitlement to future grace periods, and may be modified, limited, or discontinued by Compax at any time, to the extent permitted by applicable law.

We may offer you the opportunity to set up automatic payments through the method of payment on your account, which payments will be automatically charged at the end of your applicable payment cycle ("Auto Renew"). When you enroll in Auto Renew, automatic payments for plan fees that you incur will continue until you cancel. The recurring charge may vary if you change your plan or we change our prices, following notice to you. You may cancel Auto Renew or review your payment preferences at any time by (i) contacting our customer service department at+ 1 888 980 4401, or (ii) managing your account preferences on the Compax website. You must change your Auto Renew preferences or cancel 72 hours prior to the end of your payment cycle in order for the change to go into effect. No minimum purchase is necessary to enroll in Auto Renew. For disputed Charges, see below.

Compax may provide you with the opportunity to purchase certain of our Services via SMS text messages using your Device ("SMS Charges"). SMS Charges must be enabled through your Compax Account. All SMS Charges, including applicable Taxes, Fees, and Surcharges, will first be deducted from the balance in your Compax Wallet, and any remainder, if any, will be charged to your credit card. If there is no balance in your Compax Wallet, your credit card will be charged for the amount of the SMS Charge. Please note that Compax Wallet balance, renewal balance, and amount due, may be displayed in $0.01 (one cent) increments only, and may be rounded down to nearest $0.01 (one cent) to ensure accurate recharge amount is calculated and to avoid service interruption. By opting into SMS Charges, you agree to provide us with accurate and complete payment information and to immediately report to us all changes to your payment information.

VOICE USAGE

Compax Service plans include a voice plan as part of your Service. We round up any fraction of a minute to the next full minute. Airtime usage is measured from the time our network supplier begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up) and the network disconnects. Primary use of voice and SMS (text) services must occur within the U.S.

DATA USAGE AND MESSAGING

Compax Service plans include a data plan ("Data Plan") as part of your Service. Data services are intended only for personal use; unless international data roaming is purchased as an add-on, data services are exclusively for use within the U.S. Data usage is rounded up to the next full-kilobyte increment at the end of each data session. Your data usage includes, among other things, text, web browsing, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and we are not liable for such messages. All data purchased through a Compax Service plan (both data that comes with a particular Compax Service plan and any additional data you purchase as an add-on), will expire immediately upon termination of your Compax Service plan for any reason.

PERMISSIBLE AND PROHIBITED USES

Your Data Plan is intended for personal Web browsing, messaging, and similar activities on your Device and not on any other equipment. Primary use must occur in the U.S. Other uses, including for example, using your Device as a modem or tethering your Device to a personal computer or other hardware, may be permitted under your Data Plan, but are also subject to our Acceptable Use Policy located at www.chatmobile.com/ acceptable-use-policy/. Examples of prohibited uses can be found below in the Misuse of Service section and in our Acceptable Use Policy.

DATA USAGE LEVELS AND SPEED MANAGEMENT

Compax has set a daily or monthly high-speed data usage level ("Usage Level") for each of our current Service plans. Our network supplier measures your upload and download data usage ("Actual Usage") including any usage (if available to you) of Mobile HotSpot (tethering), to determine if your total Actual Usage exceeds the Usage Level for the Service plan you selected, at which point you may be unable to send and receive data (which may prevent you from sending or receiving MMS messages) over the Compax network until the end of the applicable period, except to the extent you purchase a data add-on. Partial megabytes are rounded up. Please note that "Actual Usage" includes all of your requests to upload or download data, whether or not such data is actually uploaded or downloaded, as well as network overhead.

Your data usage is always available for you to review in the Compax app and on your Account Management page. Once you begin a new period in your Service plan, your Service plan Usage

Level will be reset, subject to all limitations listed in these T&Cs, our Network Management Policy and our Acceptable Use Policy. For all Service plans, we or our network supplier may also reduce speeds during times of network congestion, or for violation of these T&Cs or Acceptable Use Policy. For additional information, please see our Network Management Policy at www.chatmobile.com/network-management-policy/.

NETWORK MANAGEMENT AND PROTECTIVE MEASURES

For an explanation of our right to limit or end the Service please refer to the section below regarding Our Rights to Limit or End Service. Without limiting our right to so limit or end the Service, and to provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we or our Network Supplier may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth.

If you use your Data Plan in a manner that could interfere with other customers' service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we or our network supplier may suspend, terminate, or restrict your data session, prioritize on-Device over tethered traffic, or switch you to a more appropriate Data Plan which may result in an increased cost. We or our network supplier also manage the network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services.

Additionally, we or our network supplier may implement other network management practices, such as caching less data, using less capacity, sizing video more appropriately for a Device to transmit data files more efficiently, and deploying streaming video optimization technology. Streaming video optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering, and reduce the amount of high-speed data consumption used for streaming video. While most changes to streaming video files are likely to be indiscernible, the optimization process may minimally impact the appearance of the streaming video as displayed on your Device. These practices operate without regard to the content itself or the source of the content, and do not discriminate against offerings that might compete against those offered by us on the basis of such competition. For additional information, see our Network Management Policy at www.chatmobile.com/network-management-policy/.

WI-FI FEATURES

Compax, at its sole discretion, may make available Wi-Fi voice and text messaging services, i.e., the ability to originate and terminate calls and text messages over a Wi-Fi connection ("Wi-Fi Calling). If offered by Compax, Wi-Fi Calling will only be available for Compax customers that (i) have a Wi-Fi capable Device with Compax supported Wi-Fi calling capability, (ii) have Wi-Fi Calling service provisioned on their account by calling Customer Support or updating preferences in account management, and updating the applicable Wi-Fi calling settings on your

Device, (iii) have a compatible SIM card or eSIM, and (iv) are connected to functioning third-party internet service.

Not all services available on Compax's network supplier's network are available while using Wi-Fi Calling. For example, emergency alerts may not be available with Wi-Fi Calling. You understand and acknowledge that calling 9-1-1 via Wi-Fi Calling uses the internet and operates differently than calling 9-1-1 via traditional telephone services (wireless or wired), including the traditional wireless telephone services offered by Compax (see our complete 9-1-1 & E911 Disclosure posted on the Compax website at www.chatmobile.com/911e911disclosure/, which you hereby agree to and is incorporated herein by reference).

Solely by way of example, and without limiting any of the disclosures contained in our 911 & E911 Disclosure, 9-1-1 may not work during internet outages or disruptions, when attempting to call 9-1-1 via Wi-Fi Calling from any location. In addition, emergency personnel may not be able to identify your phone number to call you back, and 9-1-1 calls may otherwise be delayed or dropped due to network architecture, when dialing 9-1-1 via Wi-Fi Calling, from any location.

In addition, if Compax makes Wi-Fi Calling available to you, you must provide us with any update, the physical location at which you will use Wi-Fi Calling (the "Registered Location"). If your Registered Location changes, either temporarily or permanently (e.g., when using Wi-Fi Calling at any other physical location), you must promptly update your Registered Location with Compax. You may provide us with your Registered Location at any time within the applicable device settings of a compatible Device. If you do not provide us with an accurate Registered Location and update it promptly for any and all changes in your location as described above, we or our network supplier may block your usage of certain Wi-Fi Networks. You also understand and acknowledge that if you attempt to dial 9-1-1 via Wi-Fi Calling from any location other than your Registered Location, emergency personnel may not be able to identify your location, your 9-1-1 call may not complete, and/or your 9-1-1 call may be routed to emergency personnel in a different location. You understand and acknowledge that it may take up to 48 hours for changes in address to be updated, and you should notify Compax in advance of any temporary or permanent changes to your Registered Location as described above.

Neither Compax nor its network supplier is responsible or liable for anything related to your use of or inability to use any Wi-Fi Calling made available to you, including, without limitation, any failure of emergency calls (whether 9-1-1 calls or otherwise). For additional information regarding dialing 9-1-1, either with or without Wi-Fi Calling, please see the section above regarding Emergency and 9-1-1 Information. Wi-Fi Calling may decrement Service plan minutes. Most devices will not transition between Wi-Fi and the wireless network. Devices using wireless connections may be vulnerable to unauthorized attempts to access data and software stored on the Device.

DOWNLOADABLE CONTENT AND APPLICATIONS

Content or applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (collectively, "Content & Apps") that you can purchase with your Device are not sold by Compax. Compax 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 may be directed to the third party seller.

When you use, download or install Content & Apps sold by a third-party seller, you may be subject to license terms, terms of use, a privacy policy and/or other policies between you and that third party. Content & Apps you purchase from third parties are licensed for personal, lawful, non-commercial use on your Device only. You may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one Device to another Device.

Some Devices or Content & Apps may continue to have contact with our network without your knowledge, which may result in additional Charges, for example, while roaming internationally. Software on your Device may automatically shut down or limit the use of Content & Apps or other features or Services without warning. Compax is not responsible for any third-party content, advertisements, or websites you may be able to access using your Device.

USE OF INFORMATION

If you visit any third-party website or app store, or download or use any Content & Apps, the third party may access, collect, use or disclose your personal information or require the network carrier to disclose your information, including location information (when applicable) to the Content & Apps provider or some other third party. If you access or use any Content & Apps through the Compax Service, you agree and authorize Compax and its network supplier to provide information related to such use. You understand that your use of a third-party app is subject to the third party's terms and conditions and policies, including its privacy policy. Please refer to the Content & Apps creator/owner's privacy policy for information regarding their use of information collected when you download, install, or use any third-party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content & Apps.

ROAMING

Your Device may connect to another provider's network ("Roaming") even when you are within the Compax coverage area. Check your Device to determine if you are Roaming. There may be extra Charges (including long distance, tolls, data usage) and higher rates for Roaming usage, and your quality and availability of service may vary significantly. Our Roaming Charges and rates are subject to change at any time and any such changes are effective 60 days after the

posting of same to the Compax website. Please check our website frequently so that you are aware of our Roaming Charges and rates and any changes thereto.

Please note that certain international roaming services may be offered on select plans; however, this feature does not include any international data roaming services (which must be purchased for an additional fee). This feature, if offered, may not be used for extended international use; account holder must reside in the U.S. and primary usage must occur in U.S. Your Device must first be activated on home network before international use. Your Service plan may be terminated/restricted for excessive roaming pursuant to these T&Cs (including but not limited to the usage limitations set forth in our Acceptable Use Policy).

SUSPENSION AND CANCELLATION

If your account is deactivated due to nonpayment, your account will be in a suspended status for 90 days. If your account is not reactivated within the 90-day period, it will be cancelled. If your account is cancelled, your remaining balance will be forfeited, except as otherwise required by applicable law. For any cancelled accounts, we may reassign the phone number associated with your account and may be unable to transfer that number to a different carrier.

ESIM

Only available on compatible and eligible, unlocked devices, on certain plans, at certain times, in Compax's sole discretion. Compatible and eligible devices, and the availability of eSIM (or SIM cards), are subject to change in Compax's sole discretion. The current list of eligible devices may be provided upon request. Customers with compatible and eligible devices are permitted to switch between an eSIM and a physical SIM card and vice versa. Limited to one activated eSIM per device.

INTERNATIONAL LONG DISTANCE AND GLOBAL TEXT

GENERAL

All international long-distance services included in your Service are handled by a third party not affiliated with Compax, and are delineated on your receipts separately from the services provided by Compax.

MEXICO AND CANADA LOCAL CALLING AND TEXTING

For qualifying plans, calls and text messages to and from Mexico and Canada are included as part of your Service and are treated the same as domestic (U.S.) calls and text messages for billing and usage purposes, notwithstanding the U.S. primary-use requirements described in the 'Voice Usage' and 'International Texts' sections of these T&Cs. This benefit applies only to voice and SMS usage and does not include data roaming in Mexico or Canada, which remains subject to the 'International Roaming' section. Compax reserves the right to modify, limit, or discontinue this benefit at any time in accordance with the 'Our Rights to Make Changes' section of these T&Cs.

International Roaming

Your Compax Service plan may include, or we may offer for purchase on certain select Service plans, international roaming credits or daily or multi-day passes (collectively referred to in these T&Cs as "Credits") handled and provided by a third party not affiliated with Compax, for your use of certain types of international roaming service (e.g., voice, SMS, and/or data roaming) while you are traveling abroad. The amount of Credits that you receive in connection with your Service plan, and the type and format of those Credits (including, in the case of daily or multi-day passes, the exact duration of the pass), may be determined by us in our sole discretion, and additional details are available on our website. When your balance of Credits is zero (or, in the case of daily or multi-day passes, when the time allotment of the pass has expired), you will not be able to use international roaming Service. Please be aware that except as provided by these T&Cs, Compax will be under no obligation to offer any refunds or reimbursements for Credits that you receive from Compax.

INTERNATIONAL TEXTS

This feature may not be used for extended international use; account holder must reside in the U.S. and primary usage must occur in U.S. Your Device must first be activated on home network before international use. Your Service plan may be terminated/restricted for excessive roaming pursuant to these T&Cs (including but not limited to the usage limitations set forth in our Acceptable Use Policy).

TAXES, FEES AND SURCHARGES

You are responsible for, and shall pay, the taxes, fees and surcharges set forth below ("Taxes, Fees and Surcharges") in connection with your Service account. Such Taxes, Fees and Surcharges will be included in your Service account Charges (a) at the time you order the Service and (b) each time there are any further Charges to your Service account. Payment of Taxes, Fees and Surcharges is in addition to payment for the Service and will be billed to your credit card or payment method.

RECOVERY FEE

The Recovery Fee is assessed by Compax to help recover Compax's administrative and certain other costs associated with complying with various federal, state, municipal, local, and other governmental programs, statutes, regulations, taxes, fees, and charges, now in force or enacted in the future.

Although added to the overall Charges, the Recovery Fee is separate from the cost of Service and the Recovery Fee shall not result in the purchase of any additional Service time. We set the Recovery Fee; the amount and what the Recovery Fee includes may change without notice.

FEDERAL UNIVERSAL SERVICE FUND FEE

The Federal Universal Service Fund Fee is designed to recover Compax's contribution to the Federal Universal Service Fund program. The Federal Universal Service Fund Fee is used to fund programs to increase access to advanced telecommunications services for consumers in rural areas at reasonable rates and provides federal program funding. Rate may change as determined by the Federal Communications Commission. The Universal Service Administrative Company ("USAC") establishes a quarterly contribution factor, and Compax charges its customers the then-applicable rate charged to Compax by USAC.

FEDERAL REGULATORY RECOVERY CHARGE

The Federal Regulatory Recovery Charge includes costs imposed by regulation on telecommunications providers including, but not limited to, funding Telecommunications Relay Service for customers who are deaf, hard-of-hearing, or have a speech disability, and national number administration and number portability.

OTHER GOVERNMENT FEES

Certain other government fees require a Zip code to calculate, since they vary depending on your location. Please see below regarding Government Taxes for a description of how we may determine your Zip code for these other government fees. These other government fees include federal, state, municipal, local and other governmental fees now in force or enacted in the future, including without limitation:

The State Universal Service Fund Fee. The State Universal Service Fund Fee is assessed as a percentage of intrastate revenues, gross revenues, or as a flat rate per line as set forth by the various state, county or municipal jurisdiction. Certain state agencies establish a quarterly, semi-annual or annual contribution factor, and Compax may choose to charge its customers to recoup the state universal service fund fees charged to Compax.

Local 9-1-1 Fees. Each state, city, municipality, or county has specific charges that are levied for access to 9-1-1. Determination of the applicable 9-1-1 charges depends on where you purchase Compax Service. Compax may bill its customers for 9-1-1 charges. Any such 9-1-1 charges are a monthly recurring charge assessed on a per line basis and will appear on your monthly or multi-month receipt.

GOVERNMENT TAXES

Certain federal, state, municipal, local or other governmental Government taxes, including without limitation sales and use taxes, now in force or enacted in the future, are assessed as a result of your subscription to, use of, or payment for Compax Service. To determine government taxes, we will use the street address on file. If a credit card address is not on file, then we will use the ZIP code you entered upon activation of the Service. If activation ZIP code does not exist, then we will default to the ZIP code of Compax's headquarters: 97006. The address on file for Puerto Rico customers must be in Puerto Rico. If you did not identify the correct address, or if

you provided an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned the above described ZIP code for tax purposes. In the event of a disputed tax jurisdiction location being assigned, any tax refund must be requested within sixty (60) days of our notification to you that the tax has been assessed.

YOUR RIGHT TO DISPUTE CHARGES

GENERAL DISPUTE PROCEDURES

Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within sixty (60) days (twenty (20) days for Puerto Rico customers) after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing with supporting documentation within this time period, you may not pursue a claim in arbitration or in court. Except for Puerto Rico customers and unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or Charge, you agree that the issue is fully and finally resolved. For unresolved disputes see the section above regarding Arbitration and Dispute Resolution. To contact or notify us, see below. This paragraph is notice to Puerto Rico customers that payment of undisputed Charges is due when stated on your bill, regardless of any dispute.

PUERTO RICO DISPUTE PROCEDURE

We will provide you with a determination regarding any dispute that is presented to us in accordance with this section within fifteen (15) days after we receive it. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to thirty (30) days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: Compax MVNO Venture, Inc., AmberGlen, 1915 NE Stucki Ave, Suite 170, Hillsboro OR 97006Attn: Customer Service. You must send your petition for review to the Telecommunications Board at the following address: 500 Ave. Roberto H. Todd, (Pda. 18-Santurce), San Juan, PR 00907-3941.

The Telecommunications Board will review our determination only on appeal. 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 Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

NOTICES AND CUSTOMER COMMUNICATIONS

RECEIPT OF COMMUNICATIONS

You expressly consent to receive all communications, agreements, documents, notices and disclosures ("Notices") from us, at the telephone number associated with your Device, or physical or electronic address you provide to us. Notices from us to you are considered delivered when we deliver them to your Device by text message or voice, or by email to any email address you provide to us, or three (3) days after mailing to your address on file.

AUTODIALED OR PRERECORDED MESSAGES

We may at times contact you using autodialed or prerecorded message calls or text messages at the telephone number associated with your Device. We may place such calls or texts to (i) provide notices regarding your Compax account or account activity, (ii) investigate or prevent fraud, (iii) inform you about products or services that may be of interest to you, or (iv) collect a debt owed to us. You agree that we and our service providers may contact you using autodialed or prerecorded message calls and text messages to carry out the purposes we have identified above. We may also share your phone number with service providers with whom we contract to assist us in pursuing these interests, but will not share your phone number with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply.

REVOCATION OF CONSENT

You do not have to consent to receive autodialed or prerecorded message calls or texts in order to use Compax Service. Where Compax is required to obtain your consent for such communications, you may choose to revoke your consent by any reasonable means, including by (i) contacting our customer service department at + 1 888 980 4401, (ii) writing to: Compax MVNO Venture, Inc., AmberGlen, 1915 NE Stucki Ave, Suite 170, Hillsboro OR 97006, Attn: Customer Service, or (iii) managing your account preferences on the Compax website. Written notices from you to us are considered delivered when you send an email or three (3) days after mailing to the address above.

REGISTERED AGENT

To begin arbitration or any other legal proceeding against Compax, you must serve our registered agent. For all customers our registered agent is Cogency Global Inc and can be contacted at 698 12th Ave St SE Suite 200, Salem, Oregon 97301.

LOST OR STOLEN DEVICES

You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. After your Service is suspended, you will not be responsible for additional usage Charges incurred in excess of your Service plan Charges, and applicable Taxes, Fees and Surcharges. If you request that we not suspend your Service, you will remain responsible for all

usage and Charges incurred and applicable Taxes, Fees and Surcharges. We may prevent a lost or stolen Device from registering on any network.

California customers: For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but the fact that your Device or account was used is some evidence of authorization. You may request that we investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within thirty (30) days and you will remain responsible for the Charges.

MISUSE OF SERVICE OR DEVICE

By activating or renewing Compax Service with Compax, you agree that you do so because you want Compax Service from Compax and not for any other purposes. Compax Service plans may only be used for the following purposes (and your use of Compax Service must be initiated from your supported, compatible Device or tethered connection): (i) voice calls between two individuals; (ii) text and picture messaging; and (iii) Internet browsing and ordinary content downloads.

You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) using the Service for continuous, mobile to mobile or mobile to landline voice calls; (e) using the Service for automated text or picture messaging to another mobile device or email address; (f) uploading, downloading or streaming of continuous video or audio; (g) tampering with or modifying your Compax Device; (h) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (i) reselling Compax Devices for profit, or tampering with, reprogramming or altering Compax Devices for the purpose of reselling the Compax Device; (j) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, voice or SMS relay, or peer-to-peer (P2P) file-sharing; (k) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Compax's or another entity's network or systems; (l) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g., using a Service plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); (m) using the Service to relay voice calls or text and picture messages

not originated from the Device; or (n) assisting or facilitating anyone else in any of the above activities.

You agree that you will not install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. Voice services may not be used for monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, relay services, interconnection to other networks, telemarketing activity, autodialed calls or robocalls.

OUR RIGHTS TO LIMIT OR END SERVICE OR THE AGREEMENT

GENERAL TERMINATION RIGHTS

We may limit, throttle, adjust, suspend or terminate your Service or Agreement without notice at any time and for any reason, including, without limitation, if we determine, in our sole discretion, that you or any authorized user has done (or, based on other types of behavior, you or any user may do) any of the following: (a) breach the Agreement (including, without limitation, the Acceptable Use Policy); (b) transfer Service to another person without our consent; (c) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (d) misuse your Service or Device as described above; (e) use your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us, or which otherwise violates our Acceptable Use Policy; or (f) are on a Service plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of calls, messages or sessions (such as international, 10XXX, 0+/0-, chat services, 900 or 976 calls), in our sole discretion and without notice.

Compax reserves the right to cancel or deactivate Compax Service or reduce data throughput speeds in order to protect its network supplier's network from harm or to protect itself from financial or other harm due to any cause including, without limitation, the excessive and/or unauthorized use of Compax Service or any credit card "chargebacks." Compax reserves the right to limit throughput or the amount of data transferred and to deny or terminate Service to anyone Compax believes is using the Compax Service in an unauthorized manner or whose usage, in Compax's sole discretion, adversely impacts its network supplier's network or customer service levels.

Compax will presume you are engaging in an unauthorized use in violation of these T&Cs, if in Compax's sole discretion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your talk, text or data usage is harmful or disruptive to Compax's network supplier's network or service levels or to Compax's financial or other interests. If we determine, in our sole discretion, that you are using your Service in violation of these T&Cs or in any other manner that we deem to be unreasonable or excessive, we may terminate individual calls or data connections, terminate or reduce data throughput or

terminate your Service, decline to renew your Service, or offer you a different Service plan without an unlimited usage component which may result in an increased cost to you.

Compax may discontinue providing Compax Service to you, discontinue your account, terminate data connections and/or reduce data throughput speeds if your usage, in the sole judgment of Compax: (i) appears likely to generate abnormally high call volumes or data usage and/or abnormally long average call lengths or data usage as compared to the usage of other Compax customers; or (ii) may be harmful or disruptive to, or interfere with, Compax's network supplier's network, Compax's service or the ability to provide quality service to other customers. By initiating Compax Service and placing or receiving calls, you acknowledge and agree to Compax's right to terminate your Service under these circumstances.

If we limit, suspend or terminate your Service and later reinstate your Service, you may be charged a reinstatement fee.

This paragraph constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you engage in any of the foregoing actions in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in Compax's sole discretion. If your Service or account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee.

NO FUTURE SERVICE

In the event Compax terminates your Compax Service for any reason specified above or otherwise, we reserve the right to prohibit you from using any Compax Service plan in the future by blocking your device from our network, prohibiting you from using a new Compax Service account that you purchase, or through other means.

PLAN REFUND POLICY (TERMINATIONS, SUSPENSIONS, ADJUSTMENTS)

If you have purchased one of our daily Service plans and we terminate or suspend your Service for any reason specified above or otherwise, you will not receive any refund of amounts paid to us in connection with such Service plan. If you have purchased one of our pre-paid, multi-month Service plans and we suspend or terminate your Service for any reason specified above or otherwise, we will refund a pro rata portion of your Service fee for any then-remaining Service period(s) within your Service plan, not including the Service period in which we suspend or terminate your Service. Without limiting the foregoing, if you have purchased any Service plan from us (whether a Service plan and/or a pre-paid, multi-month Service plan) and we adjust or otherwise limit your Service in response to your violation or otherwise, in our sole discretion (for example, without limitation, by placing you on a Service plan with a lower high-speed data threshold), you will not receive any refund in connection with such Service adjustment.

DEVICE WARRANTY INFORMATION

All new Devices purchased from our website come with a 1-year manufacturer warranty from the original date of sale. All refurbished Devices purchased from our website come with a 30]-day warranty from the original date of sale. If your device is defective, please follow the Device Return instructions listed above to see if the Device is eligible for a warranty replacement. If eligible, we'll replace the defective Device with a Device of the same cosmetic condition or comparable model at our discretion.

Our conditions for a warranty claim are as follows:

- Your warranty only covers defects in materials or workmanship. It does not cover defects arising from damage or normal wear-and-tear or aging.
- The warranty covers issues such as: software-related issues, camera defects, unresponsive keys, dead pixels, etc. The warranty does not cover issues like: diminishing battery life, scratches, accidental damages, coverage issues, or software incompatibility/problems with 3rd-party apps. Attempting to 'root' or otherwise 'mod' your phone will void its warranty.
- Visible physical damage to your phone (e.g. liquid damage, cracked LCD, damaged housing) will void its warranty.

You must return all accessories (charger, cables, manual, etc.) with the defective Device. If components are missing, we will charge a non-refundable missing parts fee

Your defective device must be returned in good condition. If the device is determined to have some type of damage that voids its warranty (e.g. liquid damage, 'modded' OS, etc.), it will be returned without repair/refund to the original address of purchase unless stated otherwise.

Our warranties expressly exclude certain categories of damages and uses of your phone. These exclusions, which we do not cover, include possible costs or damages for which you will not be reimbursed. These exclusions are as follows: The limits of what we provide above relate to the device itself. We are not responsible for lost data or the time that you were without a device. We encourage you to back up your data regularly, as no one else will take responsibility for the restoration of any lost data. We are not responsible for any consequential damages, from the loss of your device, the loss of your data, or the time you were without your device. We do not warrant any device for merchantability or fitness for a particular purpose. These warranties are specifically disclaimed.

Except as provided in this warranty and to the extent permitted by law, Compax is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. We do not manufacture our devices. The only warranties applicable to our devices are those extended by the manufacturers. We have no liability, therefore, in connection with devices or for

manufacturers' acts or omissions. We make no warranties or representations, express or implied, regarding the products and services provided hereunder or any software used in connection therewith, including, but not limited to, and to the extent permitted by law, warranty of title, merchantability, fitness for a particular use, quality, non-infringement, performance or accuracy. We expressly disclaim any and all implied warranties. We do not promise error-free or uninterrupted service and do not authorize anyone to make warranties on our behalf.

INTELLECTUAL PROPERTY

You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of Compax or any other third party. Except for a limited license to use the Compax Service, your purchase of Compax Service and Compax Devices does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of Compax or others related to the Compax Service and Compax Devices; this intellectual property may be used only with Compax Service unless expressly authorized by Compax. You agree that a violation of this section harms Compax, which cannot be fully redressed by money damages, and that Compax shall be entitled to seek immediate injunctive relief in addition to all other remedies available.

PRIVACY INFORMATION

Our Privacy Policy governs how we collect and use information related to your use of the Compax Service and is available online at www.chatmobile.com/privacy-policy/. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change.

Data on your Device may automatically be stored on your SIM card and/or eSIM (to the extent either technology may be available to you), Device or our network. Your data may remain on the Device even if your SIM card is removed; the data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our or our network supplier's network servers. To the extent available, if your eSIM is deleted from your phone, you may lose any data contained within the eSIM.

DISCLAIMER OF WARRANTIES

Except to the extent otherwise expressly provided in writing, and to the greatest extent permitted by law, the Compax services and devices are provided on an "as is," "as available" 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, non-infringement of the rights of third parties, or fitness for a particular purpose, including security or authentication purposes, concerning your Service or your Device. We do not promise uninterrupted or error-free service and we do not authorize anyone to make any representations or warranties on our behalf.

For more information, please review our Privacy Policy at www.chatmobile.com/privacy-policy/. This doesn't 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. You accept responsibility if you use your Service as a means of security or authentication for other accounts.

WAIVERS AND LIMITATIONS OF LIABILITY

You agree that:

- Compax is not an insurer of services, nor can it insure the accuracy of your information or the privacy or security of your Compax accounts;
- Compax has no control over the acts and conduct of third parties;
- Compax is not responsible for losses incurred as a result of your or a third-party's use of your Compax wireless number or other Compax Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account.
- You are responsible for keeping your email, password, and all other account information relating to your use of Compax Service secure at all times.

Except in cases of fraud or willful misconduct, to the greatest extent permitted by law, Compax is not responsible for losses relating to any Service, SIM Card, and/or Device it may offer under these T&Cs. Without limiting the generality of the foregoing, you agree that Compax is not responsible for losses relating to your inability to reach 9-1-1 or access any other emergency services; your use of, or inability to use, any Service, SIM Card, or Device under these T&Cs (including, without limitation, any Service, SIM Card, or Device which may be offered in connection with any third-party hardware, software, or service, even if such third-party hardware, software, or service is offered by Compax); and/or any interruption, error, limitation, or delay in any Service, SIM Card, or Device. Without limiting the foregoing, you also agree that Compax is not responsible for the installation, maintenance, removal, or technical support of any Service, SIM Card, or Device, provided under these T&Cs. Without limiting the foregoing, you also agree we are not liable for missed or deleted voicemails or other messages, for any information (like pictures) that get lost or deleted.

To the greatest 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, special, consequential, treble, or punitive damages from the other arising out of our Service (including the provision of or failure to provide same), any Device, or otherwise in connection with this Agreement or the subject matter hereof, regardless of the form of action and whether or not we have been informed of, or otherwise might have anticipated, the possibility of such damages. These disallowed damages include, but are not limited to, damages arising out of unauthorized access or changes to your account, Service, or Device, or the use of your account, Service or Device by you or by others to

authenticate, access, use or make changes to third party accounts, including but not limited to financial, cryptocurrency, or 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.

In any event, to the greatest extent permitted by law, our liability for damages or other monetary relief for any claims you may have against us is strictly limited to no more than the amounts actually paid by you to us for the Service from which the damages or other liability arose in the three (3) months immediately preceding the event giving rise to the claim. In addition, in any event, you and we each also agree that all claims must be brought within two (2) years of the date the claim arises.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from and against any and all losses, claims, liabilities, costs and expenses (including taxes, fees, fines, penalties, interest, expenses of investigation and attorneys' fees and disbursements) as incurred, arising out of or relating to use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or any person you allow to use your Service or Device.

ENFORCEABILITY AND ASSIGNMENT

A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we do not enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided above regarding Arbitration and Dispute Resolution, if any part of the Agreement is held invalid that part may be severed from the Agreement. You cannot assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice.

The Agreement is the entire agreement between Compax and you and defines all of the rights you have with respect to your Compax Service or Compax Device, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; Compax is not a party to that agreement. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. The sections regarding Dispute Resolution and Arbitration, Refunds and Cancellation, Compatible Devices, Service Plans, International Services, Taxes Fees and Surcharges, Your Right to Dispute Charges, Misuse of Service, Our Rights to Limit or End Service, Intellectual Property, Privacy, Disclaimer of Warranties, Waivers and Limitations of Liability, Indemnification, Enforceability and Assignment, Choice of Law, and CPNI continue after termination of our Agreement with you.

CHOICE OF LAW

Compax and you agree that the Agreement is governed by the Federal Arbitration Act and applicable federal law, including but not limited to determinations of arbitrability. Without limiting the general applicability of federal law to the Agreement (including but not limited to any and all determinations of arbitrability as provided above), and only to the extent state law may apply to the Agreement, Compax and you agree the laws of the state in which your billing address is located shall apply, without regard to the conflict of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply.

In order to ensure the availability of witnesses, arbitration will be held in Hillsboro, Oregon, where Compax is headquartered; unless your billing address is in Puerto Rico, in which case arbitration will be held in Puerto Rico. In all cases, arbitration will be held in accordance with the section above regarding Arbitration and Dispute Resolution. To the extent permissible under the Agreement, court proceedings must be initiated in the United States District Court for the District of Oregon, Portland Division or in the Circuit Court of the State of Oregon for Multnomah County. If any provision of the Agreement is invalid under the law of any of the above jurisdictions, that provision will not apply in that jurisdiction; the remainder of the Agreement shall remain in force.

CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Customer Proprietary Network Information ("CPNI") is information that Compax and other telecommunications carriers obtain when providing your telecommunications services to you. CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance and wireless telecommunications services that you have purchased and your calling details. Your telephone number, name and address are not considered CPNI.

We may use your CPNI to the extent needed to provide you with the Service, including, to the extent available and applicable, any multi-line services you have purchased (in which case you agree and understand that we may share your CPNI, as needed, with other members associated with your multi-line account, including information regarding the types of telecommunications services you currently purchase). We also may use your CPNI for training and quality assurance, and to offer you additional services of the type you already purchase from Compax. We may also use your CPNI to offer you products and services, packages, discounts and promotions from our affiliates, which may be different from the types of services you already purchase.

Compax uses technology and security features and strict policy guidelines to safeguard the privacy of CPNI and protect it from unauthorized access or improper use. Compax does not disclose CPNI outside of Compax, its affiliates and their respective agents without customer consent except as required by law. When Compax uses third parties to perform services on its behalf that require the use of CPNI, Compax requires that they protect the CPNI consistent with this provision. Compax does not sell CPNI to unaffiliated third parties.

If you wish to restrict our use of your CPNI for marketing purposes, you may contact a customer service representative at + 1 888 980 4401

PRE-ORDERED PRODUCTS

To the extent available, certain plans, devices or products may be released before shipping is available through a pre-order function. You may be charged the full amount of the order at the time you complete your pre-order. The "expected ship date" is when we expect the product to be shipped to you. Orders are shipped in the order in which they are received. You will receive a confirmation email once the order has been shipped. Any changes to the shipping date will be communicated to you via email. You may cancel the pre-order prior to when the product ships by calling customer care. In the event that certain devices are not available at the time of shipping, such as a requested color or memory amount, we will notify you via email. Any device will be locked according to our unlocking policy. Any returns will be in accordance with the applicable return policy, available online. Additional restrictions may apply.

GENERAL PROMOTIONAL TERMS & CONDITIONS

From time to time, and in Compax's sole discretion, we may offer certain promotions (including, without limitation, credits, discounts, or "free" Service), for any reason whatsoever, to any subset of customers (e.g. new port-in customers, customers who meet certain eligibility requirements, etc.). For avoidance of all doubt, in addition to all other terms and conditions contained in these T&Cs, including but not limited to any applicable promotional terms, together with all other promotional terms which Compax may publish as a supplement to these T&Cs, all of which shall apply to any such promotion according to these T&Cs, you and Compax each agree that any promotion, to the extent available to you, any Compax customer, or any subset of Compax customers, shall only be offered, if at all, in Compax's sole discretion, and may be modified or terminated at any time without notice. Without limiting the foregoing, to the greatest extent permissible by applicable law, under no circumstances shall any promotional credits, discounts, or "free" Service be transferrable, combinable with any other offer, or redeemable for any amount of cash or credit.

SUBSCRIBER BENEFITS PROGRAM

Ch@mobile may from time to time make available certain subscriber benefits, including promotional access to presale ticket opportunities and other offers, to eligible subscribers on qualifying plans ("Subscriber Benefits"). Subscriber Benefits are offered at Ch@mobile's sole discretion and are subject to availability, eligibility requirements, and any applicable supplemental promotional terms.

Eligibility. To be eligible for any Subscriber Benefit, you must be an active subscriber in good standing on a qualifying plan at the time the benefit is issued and at the time of redemption, unless otherwise stated in the applicable promotional terms. Eligibility requirements may vary by promotion.

Issuance. Promotional access codes and similar benefits will not be issued until seven (7) calendar days following activation of your qualifying plan, provided your account remains active and in good standing at the time of issuance **OR** will be issued upon activation of your qualifying plan, in which case the 7-Day Refund Window described in these terms will not apply.

Forfeiture. Cancellation of service, account suspension, or any violation of these T&Cs or our Acceptable Use Policy may result in forfeiture of any pending or unredeemed Subscriber Benefits without refund or compensation. Loss of benefit eligibility does not entitle you to any refund of amounts paid for your service plan.

Modification. Ch@mobile reserves the right to modify, suspend, or discontinue any Subscriber Benefit at any time, without notice, in its sole discretion. Such modification or discontinuation does not entitle you to any refund of amounts paid for your service plan.

Third-Party Terms. Subscriber Benefits may involve third-party platforms or services. Ch@mobile is not responsible for the availability, performance, or terms of any such third-party platform or service. Your use of any third-party platform or service in connection with a Subscriber Benefit is subject solely to that third party's own terms, conditions, and policies.