

Start of Service Request

Thank You for Joining **MetroPCS!**



Name _____
First Last

Address _____

City _____ State _____ Zip _____

Account password _____
(six-digit number in date format)

Home phone (_____) _____

Work phone (_____) _____

Email address _____

Calling Plans

- \$30 Unlimited (U30)** **\$30/month**
 • Unlimited local calling ONLY
(Cannot be combined with any feature packages except metroGUARDSM)
 - \$35 Unlimited (E35)*** **\$35/month**
 • Unlimited nationwide long distance and local calling
 - \$40 Unlimited (N40)*** **\$40/month**
 • Unlimited nationwide long distance and local calling
 • Enhanced voice mail, caller-ID, call waiting, 3-way calling
 - \$45 Unlimited (E45)*** **\$45/month**
 • Unlimited nationwide long distance and local calling
 • Unlimited domestic text and picture messaging, unlimited international text messaging
 • Unlimited instant messaging
 • Unlimited web browsing
 • Unlimited premium directory assistance
 • MapQuest[®] Mobile
 • Enhanced voice mail, caller-ID, call waiting, 3-way calling
 - \$50 Unlimited (E50)*** **\$50/month**
 Includes all the features of the \$45 plan
 PLUS –
 • Unlimited email
 • Loopt[®] GPS friend finder
- ◆ Add any additional calling features to this plan.
 Nationwide long distance available only in continental U.S. and Puerto Rico. All rates are plus taxes and fees. Rates, services and features subject to change.

metro•connectSM

Each customer receives a MetroConnect account. Below are services available with MetroConnect:

- GreetMe Tones[®]** **\$1.75/month**
 High-quality ringback tones callers hear when they call your MetroPCS phone*
@metro[®] †
 Download ringtones, games, information and more
- TravelTalk^{® †}**
 Stay connected when you travel
- Directory Assistance** **\$.95/call+tax**

† Refer to brochure or metropcs.com for specific rates.
 *In addition to the monthly fee, there is a charge for each GreetMeTone you purchase which will be deducted from funds in your MetroConnect account.

Billing Options

- E-bill** **\$1/month**
 View your bill online. Receive an email notification when your bill is ready to view
- Paper Bill** **\$2/month**
 Receive a traditional paper bill summary
- Text Message Reminder** **FREE**
 MetroPCS provides a text message reminder on your handset 5-7 days before payment is due

Payment Options

- Auto Pay** **FREE**
 Credit or debit card is automatically debited five days before payment is due
- Express Pay** **FREE**
 Pay by credit or debit card online at **metropcs.com**
- Drop Box** **FREE**
 Check or money order in a MetroPCS store drop box
(Not available at all locations)
- By Mail** **FREE**
 Include MetroPCS phone number and account number on check or money order and mail to:
 P.O. Box 5119, Carol Stream, IL 60197-5119
(Allow up to 10 days for processing)
- By Phone through automated IVR** **\$2**
 Pay by credit or debit card over the phone
- Payment Machine** **\$2**
 Cash, check, credit or debit card payment at a payment machine in a MetroPCS store (Not available at all locations)
- Over the Counter** **\$3**
 Cash, check, credit or debit card payment made at a register in a MetroPCS store
- Authorized Payment Location**
 Make a payment at an Authorized Payment Location
(Fees vary based on location)

Store Use Only — CSR Sales ID: _____ MDN: _____
 MIN: _____ ESN: _____

Account Summary

MetroPCS account number: _____
 MetroPCS phone number: _____
 First payment due date: _____
 Monthly due date: _____

Monthly Service: **\$** _____

Feature Packages

- Freedom Package[®] Plus (FPP)** **\$5/month** **\$** _____
 Enhanced voice mail (incoming voice mail length – 60 seconds and message capacity – 20 messages), caller-ID, call waiting and 3-way calling
- Text•Talk[®] (FP2)** **\$3/month** **\$** _____
 Unlimited text messaging
- Text•Talk[®] Global (TTG)** **\$3/month** **\$** _____
 Unlimited text messaging to countries like Mexico, India and beyond*
- Picture•Talk[®] (MMS)** **\$5/month** **\$** _____
 Unlimited text messaging and unlimited picture messaging
- Unlimited Directory Assistance (UDA)** **\$2/month** **\$** _____
 Unlimited directory assistance
- Call Forwarding (CFW)** **\$5/month** **\$** _____
 Immediate and Conditional call forwarding to any local number
- Business Feature Package (WFP)** **\$7/month** **\$** _____
 Enhanced voice mail, caller-ID, call waiting, 3-way calling and call forwarding
- GreetMe Tones[®] (GMT)** **\$1.75/month** **\$** _____
 High-quality ringback tones callers will hear when they call your MetroPCS phone**
- metroWEBSM (WEB)** **\$5/month** **\$** _____
 Unlimited connection to the internet
- mail@metro (EML)** **\$5/month** **\$** _____
 Send and receive email from your MetroPCS phone
- Mobile Instant Messaging (MIM)** **\$5/month** **\$** _____
 Send and receive messages from your MetroPCS phone anytime with your AIM[®] or Windows Live[™] Messenger account***
- MapQuest[®] Mobile (MAP)** **\$4/month** **\$** _____
 Get maps, driving directions and more on your MetroPCS phone
- ChatLINK Walkie-Talkie Service (CHT)** **\$5/month** **\$** _____
 Walkie-talkie connectivity between family and friends.
(Requires caller ID)
- Loopt[®] GPS Friend Finder (LPT)** **\$4/month** **\$** _____
 Loopt utilizes GPS technology to share your location with friends and see their locations as well as interactive maps on your mobile phone. (Requires text messaging)+
- metroGUARDSM Insurance (INS)** **\$4/month** **\$** _____
 Covers wireless equipment and accessories for loss, theft and damage. Insurance becomes effective the day after the first bill is due **Effective date:** _____
- Other** **\$** _____

e-bill: **\$** _____

Paper bill: **\$** _____

CA PUC User Fee: **\$** _____

WNP charge — Charge for Federal WNP infrastructure : **\$** _____

Federal USF: **\$** _____

Total monthly MetroPCS charges: **\$**

Est. Government taxes and fees: **\$** _____
Amounts vary; costs passed through to customer.

Estimated total monthly bill: **\$**

* Certain countries and carriers may not be included. See a MetroPCS representative or visit metropcs.com for more information.
 ** In addition to the monthly fee, there is a charge for each GreetMeTone you purchase which will be deducted from funds in your MetroConnect account.
 *** Mobile Instant Messaging access requires a monthly service fee, plus applicable taxes, and a Mobile Instant Messaging (MIM) capable handset. MetroPCS cannot guarantee access to AIM or MIM or that all messages will be delivered to your phone. See metropcs.com/MIM for the complete Mobile Instant Messaging Terms of Use that govern this service.
 + © 2009 Loopt, Inc. Subject to Loopt's Terms & Conditions www.loopt.com. By using this application on your phone, you indicate your acceptance of the terms and conditions of Loopt, Inc. License Agreement. You can read these Terms and Conditions at metropcs.com/loopt

Return Policy

Metro Promise[®] – Phone must be returned within 30 days of purchase with less than one hour of talk time. Phone must be returned to original place of purchase with accompanying sales receipt. Phone must be in “like-new condition” and contain all original packaging and accessories.

Warranty within 30 days of purchase** – Bring your phone to an authorized service location for inspection and possible replacement. If the phone is found to be defective, receive a “like for like” replacement at no charge.

Warranty after 30 days and up to one year of purchase** – Bring your phone to an authorized service location for inspection and possible replacement. If the phone is found to be defective within the manufacturer's warranty period, you may receive a replacement phone. Additional charges may apply. See store personnel for additional information.

- No refunds on payments made to monthly bill or MetroConnect account
- ** Refunds apply to new account activations only. Handset upgrades are non-refundable.
 *** Excluding phones that show signs of outside physical damage or are no longer within the manufacturer's warranty.

MetroPCS Terms and Conditions of Service (“Agreement”)

This Agreement governs the sale and delivery of wireless services (“Service” or “Services”) to you by MetroPCS Communications, Inc. and any of its subsidiaries (“us”, “we”, “our” or “MetroPCS”). This Agreement is between you (the purchaser or user of the Services) and us. Certain regulatory filings, called tariffs, and other laws, may also govern our provision of Services to you and such tariffs are incorporated by this reference into this Agreement. This Agreement replaces and supersedes all previous versions of the Terms and Conditions of Services.

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A NEW CUSTOMER, WHEN YOU INITIATE SERVICE BY ATTEMPTING TO PLACE A CALL ON METROPCS’S WIRELESS SYSTEM OR TO USE ANY OTHER SERVICE, YOU AGREE TO THIS AGREEMENT AND ALL APPLICABLE LAWS AND TARIFFS. BY USING METROPCS’S WIRELESS SYSTEM OR ANY OTHER SERVICE, YOU ARE INDICATING YOUR INTENT TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE OF THIS AGREEMENT. IF YOU ARE A NEW CUSTOMER AND YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT INITIATE SERVICE. IF YOU ARE AN EXISTING CUSTOMER AND THE SERVICE IS PROVIDED TO YOU UNDER A PRIOR AGREEMENT AND YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST TERMINATE SERVICE AS SET FORTH IN THE PRIOR AGREEMENT; PROVIDED, HOWEVER, THAT IF YOU CHOOSE TO TERMINATE SERVICE YOU WILL STILL BE BOUND BY THE PRIOR AGREEMENT, INCLUDING YOUR OBLIGATION TO PAY ANY OUTSTANDING AMOUNTS.

Nature of Service. The service is provided via service plans in which customers do not pay metered “per minute” charges for local voice service. In an effort to offer this service on a reliable basis at a reasonable cost, MetroPCS reserves the right to discontinue providing service to customers, to discontinue accounts, or to discontinue providing connections to particular telephone numbers or types of services, that, in the sole judgment of MetroPCS, appear likely to generate abnormally high call volumes or abnormally long average call lengths in comparison to those of other customers, numbers or types of services or which may be harmful or disruptive to MetroPCS’ system or services to other customers. By initiating service and placing calls on the MetroPCS system, customers acknowledge and agree to this reservation of rights by MetroPCS.

Scope of Service. Service is limited to the operating range and capacity of our wireless system in your service area. Your service area is the area depicted in the coverage brochure you received with this Agreement and may change from time to time. Except for 911 calls and any “roaming” service to which you have subscribed, you will not be able to use your wireless phone outside of your service area for any calls, including local calls and long distance calls. **Service depends on over-the-air radio transmissions. Many factors beyond our control affect your ability to make and receive calls on your wireless phone and the quality of those calls including, but not limited to, your location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failure of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of our control. As a result, sometimes Service, including calls or attempted calls to emergency services like 911, may be interrupted or may fail, and the quality of calls may sometimes be poor.** MetroPCS takes no responsibility for service interruptions or problems caused by factors beyond our control. Any statements by MetroPCS, its employees, representatives or agents about the coverage of our system are intended only to describe MetroPCS’s approximate coverage in your service area. You should not interpret any such statement to mean that Service will be available without interruption in any service area. **YOU AGREE TO HOLD METROPCS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR OTHER CAUSES OF ACTION (INCLUDING ACTIONS BY THIRD PARTIES) ARISING OUT OF THE USE OR ATTEMPTED USE OF THE SERVICE.**

Start of Service Form/Rate Plan/Coverage Brochure. When you initiate Service with MetroPCS, you should receive your Start of Service form, this Agreement, and a brochure detailing the coverage available in your service area. These materials are part of your Agreement with MetroPCS. Your Start of Service form identifies the rate plan you have chosen and sets forth the charges you have to pay for Service, including monthly access fees and any applicable surcharges or other fees. We will determine what types of Service and rate plans are available to you. The rate plan to which you subscribe when you initiate Service, as modified by us from time to time in accordance with this Agreement, will remain in effect for the term of your Service until or unless we execute a new rate plan with you or you choose to subscribe to a different rate plan, if available to you. If we offer more than one rate plan in your area and you wish to change the rate plan to which you subscribe, you may contact us to request a change in your rate plan to any other rate plan for which you are eligible. Rate plan changes may not be effective immediately. You will be notified of the effective date of any modification to your rate plan. If you do not receive the Start of Service Form or the other documents, you may obtain a copy from us, our dealers, or our web site at www.metropcs.com.

Charges. You are responsible for paying all charges for Service (“Service charges”), including the following: (1) recurring monthly access charges; (2) charges for optional Service features that you select, including long distance and directory assistance (411) calls and other optional features (such as ringtone downloads and @metro data services); (3) any Service reconnection charges that may apply, such as a \$15 reactivation fee; and (4) all applicable taxes and regulatory charges. **You are responsible for all charges to your account, whether or not you were the user of the wireless phone.**

MetroConnect. If you want to use optional MetroPCS services and/or features that are not included in your rate plan but which are available in your area, you must pay for such services and/or features in advance by paying money into your MetroConnect account, which has been established specifically for this purpose. The rate plan to which you subscribe will determine whether or not you can make use of, and if so, whether you must pay extra for various types of long distance, directory assistance, and other optional features (such as ringtone downloads and @metro data services). The most up-to-date explanation of our available rate plans is available on our website. You should consult your rate plan to determine which services and features are included, and which services and features may be available for an additional charge. **Funds paid into your MetroConnect account cannot be applied to monthly access, taxes, or fees.** You may make advance payments into your MetroConnect Account by dialing *99 on your MetroPCS phone and charging your purchases to your credit card. You may also make advance payments into your MetroConnect account when you mail your monthly service payment to us, by paying in person at any MetroPCS payment center that is authorized to accept such payments, or by making a credit card payment online. You may make advance payments into your MetroConnect account in increments established by us from time to time, up to any maximum account balance that we may establish. You can determine the balance in your MetroConnect account by calling *99 from your wireless phone.

The balance in your MetroConnect account is non-refundable. If you or MetroPCS terminate your MetroPCS monthly Service for any reason, any remaining balance in your MetroConnect account will be forfeited and will not be refunded to you. As long as you continue to subscribe to the Service, any amounts you paid into your MetroConnect account to purchase such Services or features will be carried over from month to month, EXCEPT THAT IF THERE IS NO ACTIVITY IN THAT ACCOUNT FOR ANY CONSECUTIVE 12-MONTH PERIOD, ANY FUNDS YOU HAVE PAID INTO THAT ACCOUNT WILL BE FORFEITED AND WILL NOT BE REFUNDED TO YOU.

We will automatically deduct the per-minute charges plus applicable taxes, surcharges and fees for your use of long distance services, features and the per-call charges plus applicable taxes for your use of directory assistance services from your long distance/directory assistance account balance. For purposes of determining the per-minute length of your long distance call, your call will be rounded up to the nearest minute. Charges for a completed call from your wireless phone will begin when you press the SEND key and will end when either party ends the call. You will not receive a long distance or directory assistance invoice and no call detail will appear on your monthly Service invoice from MetroPCS.

Changes to Agreement. We may change this Agreement, including your rate plan, and any applicable tariff, at any time. You will be notified at least 25 days in advance of proposed changes that may result in higher rates or charges or more restrictive terms or conditions in this Agreement or your rate plan. Any such changes to this Agreement, including your rate plan, will be effective after that time period except as noted below. Changes to a tariff will become effective as provided in the tariff. **YOU HAVE THE RIGHT TO REFUSE TO ACCEPT THE CHANGES. IF YOU DO NOT WANT TO ACCEPT THE CHANGES, YOU MUST NOTIFY US IN WRITING WITHIN 25 DAYS OF THE DATE OF THE CHANGE NOTICE THAT YOU WISH TO TERMINATE SERVICE. IF YOU DO NOT NOTIFY US THAT YOU WISH TO TERMINATE SERVICE WITHIN THAT TIME AND/OR IF YOU CONTINUE TO USE THE SERVICE AFTER NOTIFICATION OF THE CHANGES, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THE CHANGES.**

Terms of Service. You agree to use the Service in accordance with this Agreement and to comply with all applicable laws. You agree to indemnify, defend, and hold harmless MetroPCS from any violation by you of the terms and conditions of this Agreement or of any applicable statutes, ordinances, laws or regulations of any local, state, or federal authority. MetroPCS may deny a request for Service from any customer or potential customer for any lawful reason. MetroPCS also reserves the right to cease serving customers who are not acting in accordance with the terms of this Agreement, to disconnect calls that are not in accordance with the terms and conditions of this Agreement, and to cease providing service to telephone numbers or categories of services that are inconsistent with the terms and conditions of this Agreement and the nature of the Service.

MetroPCS reserves the right to manage our phone systems and the calls on our phone systems in the way we believe best benefits our customers and best enables us to maintain Service of the nature described in this Agreement. We have determined that our ability to provide Service to our customers is disrupted when customers place an abnormally high number of calls, or repeatedly place calls which result in abnormally long call lengths. Thus, we reserve the right to discontinue service to customers, or to discontinue or block service to certain telephone numbers or categories of services, which our experience indicates result in disruptive usage patterns of this nature. For example, MetroPCS Service is not intended for use (i) by persons engaged in the provision of telemarketing services, commercial research or commercial data collection, (ii) by persons seeking a dedicated private line or access line to the Internet, or other continuous uses that create the functional equivalent of a dedicated telephone line, (iii) by persons seeking to maintain open lines of communication for extended periods of time (e.g. baby monitoring or other monitoring services), (iv) by persons seeking to establish an access point for intra-company PBX services, (v) by persons seeking to provide a commercial or private dispatch service, or (vi) by persons seeking to access multi-party Chat Line Services or to call telephone numbers that generate Chat Line Traffic. For the purposes of this Agreement, "Chat-Line Traffic" means traffic which originates or terminates to or from, relates to, arises out of, is in connection with, or pertains to, a multiple voice bridging service, company, or provider (or telephone numbers associated therewith) in which two or more incoming callers may be connected with each other simultaneously. Chat-Line Traffic does not include traffic originating or terminating to or from traditional business dial-in conference calling in which a designated group of callers dial in to a known dial-up conference number at a pre-arranged time for a specific business purpose. For the purpose of this Agreement, "Chat-Line Service" means a service which generates Chat-Line Traffic.

MetroPCS also reserves the right to block, or otherwise prevent access to, 9xx, 7xx, 5xx, and 8xx telephone numbers as well as other telephone numbers and services that MetroPCS determines, in its sole discretion, are inconsistent with the nature of Service provided by MetroPCS. In addition, MetroPCS reserves the right in its sole discretion to terminate any call where the duration of the call exceeds time limits established by MetroPCS from time to time.

In addition, the Service may be used only for voice communications and may not be used to transmit data, or for any other one-way transmission application other than data Services expressly offered to you by MetroPCS. You may not resell the Service. You also may not use the Service in a manner that is intended to cause or results in interference to, or causes problems with, the operation of MetroPCS's wireless system or other communications systems.

We may also suspend or terminate Service to any customer if we have reason to believe that the customer is using our Service for any fraudulent, obscene, illegal, harassing, or abusive purpose. For example, MetroPCS Service is not intended for the transmission of or access to pornography or other services or materials that are obscene, cater to a prurient interest in sex, are patently offensive or are without redeeming social value.

Although it is illegal for unauthorized people to intercept wireless phone calls intended for others, MetroPCS cannot guarantee the complete privacy of your calls. METROPCS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INTERCEPTION BY THIRD PARTIES OF COMMUNICATIONS FROM ITS SYSTEM.

Always use your telephone in a safe manner that does not create a risk to your safety or the safety of others around you. It can be dangerous, and in some jurisdictions illegal, for you to use a wireless phone while driving. It is your responsibility to comply with laws that apply to you when you are driving.

Account Activity and Information Verification. This Agreement shall be contingent upon our verification and approval of certain information about you, including billing information; we reserve the right to deny or limit the provision of Service on the basis of any information that we gather. We may require that you provide us with additional or updated information we reasonably need to determine if you qualify for Service, to manage the Service, or to determine if you are using the Service in accordance with this Agreement. If you do not provide us the information we request within the time period that we specify, we may choose not to start Service to you, or, if you are an existing customer, we may suspend or terminate Service to you. You warrant and represent that all information furnished to us by you is current, complete, accurate and true as of the time you provide it, and you will update it as necessary to keep it complete, accurate, and true. At any time, we may take any action that we believe necessary to verify or review your account activity or information you provide to us, including: (1) verification of your billing or account information, (2) review of your use of Services and of your account to help assess the Services we provide and the performance of our systems, and (3) investigation of suspected prohibited use. **We may share information we gather about you as provided elsewhere in this Agreement and in our Privacy Policy which is available at www.metropcs.com or by writing to us at the address in the Notices section.**

Billing and Payment. Except for Metro-Connect features, Service charges are generally billed in advance and are due before the first day of your monthly service period. Monthly service periods are approximately 30 days long. The dates of your monthly service period and other dates related to your account may change from time to time. You must promptly notify us of any change in your billing address. As a convenience, you may authorize recurring payment of your MetroPCS bill through a credit card; this authorizes us to charge all amounts you owe us to the credit card up to five (5) days prior to the due date and to demand immediate payment from the card issuer. Unless required by law, we will not give any additional notice to you or obtain additional consent from you before charging Service charges to that credit card. You must promptly notify us of any change in the credit card you want to use for payment. You may also make a payment by credit card online at www.metropcs.com or through the automated MetroPCS IVR. In addition, you may pay your MetroPCS bill by sending a check or money order by mail to P.O. Box 5119, Carol Stream, Illinois, 60197-5119, by bringing cash or a check or money order in-person to any MetroPCS store or authorized payment center. You may have to pay an additional service charge, depending on the payment method you choose. This information is available on your Start of Service Form. In addition, we may charge an additional fee up to the maximum amount permitted by law for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason. We reserve the right, in our sole discretion, to require that you pay your MetroPCS bill with cash, certified check, cashier's check or money order.

Billing Disputes. Your payment will be considered late if we do not receive it before the first day of the monthly service period for which the payment is due. If you do not make all payments when they are due, you will be in default under this Agreement, and MetroPCS will be entitled to exercise any rights it may have under this Agreement, including the suspension or termination of Service to you. If we accept a late or partial payment, even if you mark the payment "paid in full", we do not waive our rights to suspend or terminate your Service or any other rights we may have. If your Service is terminated and you promptly pay amounts that are overdue, MetroPCS, in its sole discretion, may reconnect your Service after you have paid any reconnection fees we have imposed. If we have to take action beyond billing you in order to collect payment, you will be required to pay our reasonable costs and expenses of collection, including attorney's fees, court costs, and the fees of any collection agency to the extent permitted by law. If MetroPCS bills and collects amounts for any third party service provider, we will allocate payments we receive from you first to amounts due to MetroPCS. We will then allocate any remaining payment to amounts due to such third party service providers. **You have the right to dispute charges on your bill, but you must notify us of the dispute in writing within 90 days after the billing date or you waive the dispute.**

Termination. We may terminate or suspend your Service at any time and for any reason without liability. If you breach any portion of this Agreement (including failing to pay your bill in full on time) or any applicable tariff, we may suspend or terminate your Service. MetroPCS is not required to provide you with any notification before suspending or terminating your Service. If you promptly pay amounts that are overdue or cure any other breach of this Agreement, MetroPCS, in its sole discretion, may reconnect your Service after you have paid any reconnection fees we have imposed. In addition, you may terminate Service at any time by notifying us in writing at the address listed below under the "Notices" section.

REFUND POLICY. AMOUNTS PAID FOR SERVICE CHARGES ARE NON-REFUNDABLE. IF YOUR SERVICE IS TERMINATED FOR ANY REASON AND YOU HAVE A POSITIVE BALANCE IN YOUR SERVICE ACCOUNT OR IN YOUR METROPCS METRO CONNECT ACCOUNT, YOU WILL NOT BE ENTITLED TO RECEIVE ANY REFUND.

Numbers. We will assign a phone number (the "Number") to your wireless phone. You do not own the Number or any personal identification number ("PIN") that you may use in connection with your Service. We can change, reassign, or eliminate any Number or PIN by giving you notice. If your account is deactivated, we can reassign the Number without giving you any notice. You may not assign the Number or PIN to any wireless phone or other equipment except as approved by us, or to any other party. In order to port your telephone number from MetroPCS, you must have an active account with MetroPCS. You may be required to purchase a new wireless telephone and you may be without service for some period of time. **MetroPCS may charge a fee to reimburse MetroPCS for the costs MetroPCS incurs to meet the equipment, technology and infrastructure requirements necessary to enable number porting. MetroPCS may also charge a fee to reimburse MetroPCS for the cost MetroPCS incurs to perform a port.** As a standard service feature, MetroPCS transmits your telephone number and account name with each call you make from your MetroPCS phone. Your account name and number may be displayed on the telephone of the party called if that person uses caller identification. Your telephone number and location may also be transmitted to public safety officials if you dial 911 or other emergency service numbers. Your name and number for most calls can be blocked on a call-by-call basis by dialing *67 before the telephone area code and number. In addition, you may elect to have your name and number permanently blocked, at no charge, by sending a request in writing to: MetroPCS, P.O. Box 601119, Dallas, Texas, 75360-1119.

DISCLAIMER OF WARRANTY; WIRELESS PHONES AND RELATED EQUIPMENT. METROPCS DOES NOT MANUFACTURE WIRELESS PHONES OR RELATED ACCESSORY EQUIPMENT. YOUR WIRELESS PHONE AND RELATED ACCESSORY EQUIPMENT COME WITH A SEPARATE WRITTEN WARRANTY FROM THE MANUFACTURER. STATEMENTS BY METROPCS OR METROPCS EMPLOYEES AND AGENTS REGARDING THE WIRELESS PHONE OR RELATED ACCESSORY EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY BY METROPCS. METROPCS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT YOUR WIRELESS PHONE OR ANY RELATED ACCESSORY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL METROPCS BE LIABLE FOR ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, TREBLE, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST REVENUES, LOST PROFITS, OR OTHER LOSS BY YOU) ARISING FROM THE MANUFACTURE OR WARRANTY OF THE WIRELESS PHONE OR RELATED ACCESSORY EQUIPMENT. THIS DISCLAIMER DOES NOT DEPRIVE YOU OF ANY RIGHTS YOU MAY HAVE AGAINST THE MANUFACTURER. WITHOUT LIMITATION, METROPCS WILL NOT BE LIABLE TO YOU IN CONNECTION WITH (1) THE MANUFACTURER'S WARRANTY, (2) ANY ACTIONS OR OMISSIONS OF THE MANUFACTURER, OR (3) ANY MALFUNCTION OR FAILURE OF THE WIRELESS PHONE OR RELATED ACCESSORY EQUIPMENT.

DISCLAIMER OF WARRANTY; SERVICES. METROPCS AND ITS VENDORS AND SUPPLIERS ("METROPCS PARTIES") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU IN CONNECTION WITH YOUR USE OF THE SERVICE. THE METROPCS PARTIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, TREBLE, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING LOST REVENUES, LOST PROFITS, OR OTHER LOSS BY YOU) TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. YOU ACKNOWLEDGE THAT SERVICE INTERRUPTIONS WILL OCCUR FROM TIME TO TIME AND AGREE TO HOLD THE METROPCS PARTIES HARMLESS FOR ALL SUCH INTERRUPTIONS. IN NO EVENT SHALL METROPCS PARTIES BE LIABLE FOR ECONOMIC LOSS, PERSONAL INJURIES, OR PROPERTY DAMAGE SUSTAINED BY YOU OR ANY THIRD PARTY ARISING FROM USE OF THE SERVICE OR THIS AGREEMENT.

LIMITATION OF LIABILITY: UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, YOU AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST THE METROPCS PARTIES TO THE LESSER OF: (A) YOUR DIRECT DAMAGES OR (B) ONE MONTH'S SERVICE CHARGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, NEGLIGENCE, PRODUCTS LIABILITY, OR ANY OTHER THEORY.

TTY. TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hearing-impaired or who have speech or language disabilities to communicate by telephone. If you have a digital wireless phone that is TTY-compatible, it is possible to make calls, including 911 calls, with a TTY. If you have questions concerning the capabilities of your wireless phone, please contact us toll free at 1-888-8metro8.

Risk of Loss or Damage to Wireless Phones. Upon your acceptance of delivery of your wireless phone, all risk of loss, damage, theft, or destruction of your phone is borne by you. In the event of any loss, damage, theft, or destruction of your phone, in whole or in part, you are responsible for purchasing a replacement phone from MetroPCS at your expense, and you remain responsible for your obligations under this Agreement, including, without limitation, your responsibility for the payment of Service charges.

Notices. We reserve the right to provide notice to you by telephone, short message service, or voicemail service to the extent permitted by applicable law. Any such notice will be treated as provided to you when left with you, on your phone, or on your answering/voicemail service. Any notice that MetroPCS mails to you will be deemed provided to you, to the extent permitted by applicable law, when MetroPCS deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. You must notify us of any address changes. Failure to notify us of a change in your address constitutes a breach of this Agreement and possible grounds for suspension or termination of your Service. Your notice to us shall be deemed given when received by us, whether by telephone, mail, or other means to: MetroPCS, P.O. Box 601119, Dallas, Texas 75360-1119.

CPNI. In providing service to you, MetroPCS will receive information classified as “customer proprietary network information” (CPNI) under federal law that is considered confidential, such as information regarding your usage of the service, the technical configuration of such service, the destination of telephone calls you make and the type of services you purchase. MetroPCS may use this information for certain purposes without further disclosure or consent, including the following: to provide you Service; to market service offerings to you related to the Services you purchase; or to protect you, other MetroPCS users, MetroPCS and other carriers from fraud, abuse or unlawful use of its service. MetroPCS reserves the right to communicate with you by using prerecorded messages that are informational or promotional in nature. MetroPCS also may share such information with its affiliates and third-party agents for the limited purpose of making available to you communications-related offers and information that may be of interest to you. However, you have the right under federal law to request MetroPCS not to disclose your confidential information for this purpose, and MetroPCS has the duty to honor any such request. **You may “opt out” of disclosure of your CPNI to MetroPCS affiliates and third-party agents for this purpose by sending a request in writing to: P.O. Box 601119, Dallas, Texas 75360-1119.** Opting-out will not affect MetroPCS’ provision of service to you. Additional provisions regarding our use of CPNI and other subscriber information is set forth in our Privacy Policy, available at www.metropcs.com, which we incorporate herein by reference.

General Provisions Regarding This Agreement. If we waive any portion of this Agreement, the waiver will not be treated as a waiver by us of any other provision of this Agreement, or of our right to enforce the provision we previously waived for any later violation. Section headings in this Agreement are for descriptive purposes only and will not be used in interpreting the legal effects of this Agreement. **You may not transfer or assign all or any part of your rights and obligations under this Agreement, or your Service, without our prior written approval.** MetroPCS may transfer or assign its rights and obligations under this Agreement in whole or in part without giving you notice or obtaining consent from you, other than as may be required by law. Upon its transfer or assignment of this Agreement, MetroPCS shall be released from all liability with respect to this Agreement. This Agreement is not for the benefit of any third parties except our subsidiaries and any person or entity to whom we transfer or assign this Agreement. This Agreement shall be interpreted under (1) the laws of the State in which you are a subscriber (2) any applicable federal laws, and (3) any applicable tariffs. If any provision in this Agreement is declared to be illegal or in conflict with any law, rule, regulation or tariff, that provision may be deleted or modified without affecting the validity of the other provisions of this Agreement.

Arbitration; Dispute Resolution. Any claim, dispute or controversy (“Claim”) by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or Services provided to you under this Agreement, including (without limitation) statutory, tort and contract Claims and Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved, upon the election by you or us, by binding arbitration, provided that if you are a California subscriber, nothing herein limits your right to bring a complaint before an agency of that state. The party filing an arbitration must choose one of the following three arbitration administrators: National Arbitration Forum; American Arbitration Association; or JAMS. These administrators are independent from us, and you must follow their rules and procedures for initiating and pursuing an arbitration. If you initiate the arbitration, you must also notify us in writing at the address set forth in the “Notices” section above. If we initiate the arbitration, we will notify you in writing at your then current billing address or (if your account is closed) the last address at which we contacted you. Any arbitration hearing that you attend will be held at a place chosen by the arbitrator or arbitration administrator in the same city as the U.S. District Court closest to your billing address, or, if you are a California subscriber, in the county in which you are billed or which is the primary place of use of your service, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators named above, and other related materials, including forms and instructions for initiating an arbitration, by contacting the arbitration administrators as follows:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
www.arbitration-forum.com

American Arbitration Association
335 Madison Avenue,
Floor 10
New York, NY 10017-4605
www.adr.org

JAMS
1920 Main Street,
Suite 300
Irvine, CA 92610
www.jamsadr.com

This arbitration agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and shall be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed, unless this arbitration provision is inconsistent with those procedures and rules, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered in any court having jurisdiction. No class actions, other representative actions, or joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us. This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement or the Service relationship. If any portion of this arbitration agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

IF ARBITRATION IS CHOSEN BY YOU OR US WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IF ARBITRATION IS CHOSEN, YOU AND WE WILL NOT HAVE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT SUCH AS CLASS ACTION LITIGATIONS. OTHER RIGHTS INCLUDING THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. BY USING THIS SERVICE, YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL IN THE EVENT THAT EITHER PARTY SELECTS ARBITRATION TO RESOLVE THE DISPUTE UNDER THIS AGREEMENT.

Unless otherwise provided by applicable law, neither party has the right to bring a Claim or other legal action under these Terms and Conditions more than two years after the cause of action arose. Notwithstanding the foregoing MetroPCS has the right to institute legal or equitable proceedings in any court of competent jurisdiction for claims or disputes regarding: (i) amounts owed by you in connection with your purchase of Service, or (ii) your violation of the provisions of this Agreement.

Customer Service. If you have any questions regarding your Service or information in this Agreement, you may call our activation center at 1-888-8metro8.