

## **Boost Infinite: Here's The Deal**

Effective Date: September 11, 2023

**BEFORE WE GET STARTED, YOU SHOULD KNOW THAT AN ARBITRATION PROVISION AND CLASS ACTION WAIVER APPLIES TO THIS AGREEMENT. IF WE CAN'T WORK OUT A DISPUTE BETWEEN US (WE WILL TRY!), WE REQUIRE ARBITRATION AND DON'T ALLOW CLASS ACTIONS. YOU'LL HAVE TO WAIVE YOUR ABILITY TO BRING A CLASS ACTION, OR TO HAVE A TRIAL BY JURY.**

### **Definitions: A Helpful Glossary to Clarify Some Terms**

In the spirit of transparency, we created these user-friendly terms and conditions to help you have a better understanding of what you're signing up for.

**The Deal.** – We will use the term “The Deal” to refer to your contract with us in general. The Deal includes details about how you can use our Services. The Deal is between you and us and has several parts to it. Some of the other parts of The Deal are listed below, and when we use the term The Deal we mean all of its parts:

The Offer  
Dispute Resolution Policy  
Privacy Policy  
Emergency Services Limitations and Regulatory Disclosures Rules of the Road  
Electronic Signature and Communications Disclosure and Consent  
Do Not Contact Policy  
Caller Identification Policy  
Boost Infinite App Terms and Conditions  
Return Policy  
Unlocking Policy

**We/Us/Our/Boost Infinite.** We use “we”, “us”, and “our” interchangeably with Boost Infinite when referring to ourselves (DISH Wireless L.L.C.) to make this easier to read.

**Affiliates.** We sometimes use our subsidiaries, parents, or companies that one of our parent companies owns or controls, to provide the Service or help us provide the Service. We refer to these companies as “affiliates”. While these companies might help us provide the Services, The Deal is with us (Boost Infinite).

**You/Your.** Boost Infinite Customers will be referred to as “you” or variations on that (such as, “your”). If the account is your account but others use it (e.g., family and friends where allowed), then “you” means each person using the account. Everyone using the account is bound by The Deal.

**Phone.** The word “Phone” is a catchall for any device, or any other product or accessory used with our Services. We realize some of these may not technically be phones, but we call them “Phones” to cut down on repeating a long list of potential devices, like mobile phones, tablets, hotspots, phone covers, screen covers, pop sockets, maybe some cute stickers to put on your phone or phone case...oh, sorry. We’re doing it again.

**Services.** We use the word “Service(s)” as a general term referring to any and all Boost Infinite-branded wireless services, offers, rate plans, options, payment services, apps, programs, products, software, etc. Phones and Services you order from us are covered by The Deal. Again, the goal here is to cut down on repetition, saving you the headache, like the one we got when our lawyers sent us the first draft of this thing.

**The Offer.** A variety of different offers may be made available to you. The Offer you receive explains how, and how much, you will pay for your Services (including any Value Added Services you’ve selected), and what you will get such as unlimited data, the ability to use your Phone for talk and text, cool apps we might provide, etc. The current available offers are available at: <https://www.boostinfinite.com/plans>. The Offer, along with the Rules of the Road (aka Acceptable Use Policy), may also tell you the parameters of your Services, such as data limitations, as well as Value Added Services you may be able to purchase for an extra fee and information about each one of those, such as Hot Spot data caps.

***Ready?*** We suggest getting comfy, with a nice cup of coffee while you read. Our team has painstakingly combed over this to make sure it’s as reader-friendly as possible. We’re cool like that.

### **When Does The Deal Begin?**

The Deal begins as soon as you sign up for an account. You have to accept The Deal to set up your account and to sign up for Services. As a friendly heads up, we may make changes to The Deal from time to time. Any and all changes will apply immediately if you decide you want to continue using our Services. It’s a good idea to check the Deal from time to time to see if they have been updated. If we make changes to The Deal, the changes will be posted here: <https://boostinfinite.com/terms>.

Please read The Deal carefully. The Deal describes how we will provide our Services, and the limitations/requirements of using our Services. In other words, it sets the rules you and we both have to follow.

### **So, What Do I Get a.k.a. The Offer?**

The Offer contains the details of the specific Services you get when you sign up with Boost Infinite along with how much you will pay for them.

**Your Account.** First, an account holder that is at least 18 years old will need to set up an account with us to receive a Phone (if you purchase or finance one with us) and to activate your Services. If you don’t activate your Phone thirty for (30) days, we may, at our sole discretion: 1) activate it

for you any time on or after that thirtieth (30<sup>th</sup>) day, at which time your monthly recurring charges and any applicable Service commitment will begin; or 2) require immediate and full payment of any Phone(s) we have shipped to you without activating Services, charged to the payment method you provided at checkout. Make sure all account information you give us is accurate and remains current. If you provide false or inaccurate information, we have the right to refuse you our Services, or if you're already receiving Services, terminate them. You are responsible for any activity that occurs on or through your account.

You're also responsible for keeping your account information like passwords, personal identification number (PINs), social security numbers, and other personal information secure. So, do everything you can to prevent others from using your account. If someone accesses your account illegally, contact us ASAP using the Boost Infinite App, or call us at **866-957-7772**.

**Network Coverage.** Realistically, we can't guarantee service absolutely everywhere, all of the time. Factors such as your Phone, location, surrounding environment, weather, geography, topography, **\*DEEP breath\*** server speeds of the websites you access, network problems, network or internet congestion, software, signal strength, or actions of third parties can all impact the speed of your Service.

As a result, you may occasionally experience Service interruptions, delays, or have your experience limited in other ways. We do our best to provide the best service we can, but ultimately, we aren't responsible for any interruptions, delays, or limitations of your Service caused by these or other factors. 7-digit dialing is not available in any area we cover, all calls must be made using 10-digit dialing. On rare occasions, we may assign a telephone number to you that is outside of your home rate center and this may result in long distance charges to landline users if they call your Phone.

Roam if you want to (as long as there is coverage). When we talk about "roaming," we are talking about coverage on a network other than ours. Your Phone should let you know when you're roaming. During roaming, the storage, treatment and transfer of your personal data may be subject to different regulations than the regulations of your home country. As a general heads up, our right to provide coverage on another carrier's network may change from time to time, and roaming coverage may change without notice and may not always be available. Separate charges or limits for voice or data Services may apply while roaming. The details of these charges are outlined in your Offer.

**Let's talk about Canceled or Suspended Services.** You may cancel your Service at any time using the Boost Infinite App or by calling us at **866-957-7772**.

You may still have some obligations to us under The Deal though. For example, you still have to pay any amount still owed to us, such as charges for Services for the billing cycle, or for the Phone you financed from us.

If you (or we) cancel your Service before the end of your billing period, you will be charged for the full billing cycle — your charges won't be refunded or prorated. You will have access to your Services until the end of the billing cycle. If you cancel your Service within the first thirty (30)

days of your order, you will be eligible for a refund (on Service only) under the 30-Day Money-Back Guarantee Policy.

We have the right to cancel, modify, or suspend your Service at any time, for any reason. Here are some of the reasons we might do this:

- If a court or government agency says we have to
- We or you lose, for any reason, the right to use networks or other facilities required to provide your Services
- You violate the terms of the Rules of the Road or The Deal.
- You behave badly online, such as abusing our employees or representatives, using our services in ways that we believe are illegal or harm others, providing us with false information, using the Services in a way that harms our network or another network we rely on, or using the Service for things like spam or abusive, threatening, or offensive messages.

If your Service ends for any reason, your right to use any software you got in connection with your Service also ends, and we have the right to delete any data, files, or other information associated with you, your account, or Services. You must also pay all charges for the Service up until the date your Services end. This applies whether it was you or us who decided to cancel or terminate your Service.

If we suspend your Service, you must still pay any charges while it is suspended.

**Billing and Payment.** You agree to pay all charges for your Service each month. You must make all payments with a credit card or debit card. We will automatically charge your credit or debit card each month, beginning when your account for your Service is activated (aka AutoPay). We have the right to change the type of card accepted at any time, for any reason.

During your time using our Services, we store your credit or debit card information we need to charge your card each month for all charges for your Service and/or the Phones you use. If your card expires, it is probably a good idea to update this payment information so you don't get any delays in Service.

If your AutoPay method fails, you give us the right to retry your Payment Method. We can do this multiple times until we are able to obtain payment. We may, if and whenever we choose to do so, remove you from AutoPay and/or remove your payment method that we have on file.

You have a 10-day grace period to pay by updating your method of payment or calling us at **866-957-7772**. If you don't pay even after the grace period, including if you disagree with charges we make to your card, we have the right to suspend or terminate your Services until the charges are paid or the dispute is resolved.

You are still responsible for all charges if your card is rejected or if charges are disputed. The reason for rejection, or dispute information, is available in the Boost Infinite App.

**Charges.** The Offer describes how much we will charge you for your Services. Some of the charges you may see on your bill are:

- Monthly recurring charges for your Services
- Monthly charges for Phones you finance with us
- Charges for content or services provided by third parties that you purchase or order from us
- Taxes and fees charged by governmental entities, including any surcharges the government makes us include.

You're responsible for paying all charges specified in The Deal and your Offer.

**Third-Party Billing.** Certain apps, games, or other mobile services, not affiliated with us, may attempt to place charges on your account but we don't allow any third-party charges, including charges for 900 and 976 services. We automatically block all third-party charges for all customers, at no additional cost. You are not required to request blocking for third-party charges and we cannot accommodate any requests to unblock a customer's account to allow for third-party charges.

**Be Careful With Content.** You can access many different types of content using our Services and your Phone, such as the internet, email, text, games, video, music, graphics, sound, applications, and other materials. You can also use your Phone to create and store pictures, video, and/or audio recordings.

We probably don't need to tell you this, but be careful when you're on the internet. We have no control over, or any responsibility for, the content that you access or create using your Phone and Service.

We are not responsible for any damage caused by any content that you access or create using your Phone and Services.

### **Safety & Emergencies.**

At Boost Infinite, we want you and all of our customers to be as safe as possible. So, we're super excited to highlight some info about how we collect and use your information for emergency services that help keep you safe. We work hard to give you reliable 911 emergency service so you can ask for help from first responders and to provide you with Wireless Emergency Alerts that you can choose to receive from authorities about emergency situations in your area. But, we have to tell you about some limits of those services. We highlight a few things here, but you should familiarize yourself with the fuller details by reviewing our Emergency Services Policy because your use of our Service means that you agree to how we handle stuff in emergency situations, like info about where you are located.

As you probably already figured out, 911 and alert services rely on the location and other information obtained from your Phone, and from you. We are required to collect and use location information when you contact 911 so police, fire, and rescue people can find you, and we want you to receive only the Wireless Emergency Alerts that apply to the area you're in.

But, even as hard as we work, these and other systems face real-world limits that we cannot do anything to change. For example, our ability to locate your Phone for a 911 emergency or to transmit an alert relies on radio waves that can be blocked in many different ways. And, there's other stuff that could prevent you from contacting 911 or receiving Wireless Emergency Alerts; like if you are in an area without coverage or you are a prepaid customer who does not pay a bill in time. If you're using our Wi-Fi calling service, you must provide physical location information when you start that service, and to keep that info current.

Don't get us wrong: We are proud of all the stuff we've done to keep you safe, but we need you to know that nothing is perfect, even as hard as we try. These are just a few examples of some things that could go wrong, and you should check out the full details on how we collect and use your information to keep you safe in an emergency on our website: <https://www.boostinfinite.com/>. Thanks for keeping it real, and know that Boost Infinite wants you to be as safe as can be.

**Privacy and Customer Proprietary Network Information (“CPNI”)**. We collect some information, known as CPNI, about the products and Services you use. We use this information to provide the Services to you, to protect you from fraud, and for other purposes allowed by law. See our Privacy Policy for more information about information we collect.

**Disclaimer of Warranties**. The Service is provided “as is” and “as available,” without warranties of any kind. In some cases, the Phone manufacturer may give you a warranty directly. To the maximum extent allowed by law, we make no representations or warranties, express or implied, including any warranty of non-infringement, any implied warranty of merchantability or fitness for a particular purpose, including security or authentication purposes, concerning any service or other product we provide, including your Phone, the Service, or any applications or software on your Phone. We also don't authorize anyone to make any warranties on our behalf.

We are not responsible for any software, applications, or other products or services provided by third parties. If someone gains unauthorized access to your communications, that's usually against the law. However, we can't guarantee that this won't happen or that your communications will be private or secure as a result.

That's why we don't represent or make any assurance that your communications using the Service will be private or secure. This includes, but is not limited to, the availability and reliability of 911, E911, and Text-to-911. We make no representation and can provide no assurance that 911, E911, Text-to-911, location services, or any other services or software provided by third parties will work in either emergency or non-emergency situations. Please refer to our Emergency Services Policy.

If you download or obtain in any way any data, software, technology, or information using the Service, your Phone, or third-party services, devices, applications, or software, this is your

responsibility and you take all risks. We are not liable or responsible for any damage that such information, software, technology or data may cause.

**Limitation of Liability.**

**WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, ALLEGED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND ALL BUSINESS OR OPERATIONAL RELATED LOSSES, IF ANY) ARISING OUT OF, OR RELATED TO, YOUR SERVICES, AND/OR PHONES AS PURSUANT TO THE DEAL, AND/OR ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES PURSUANT TO THE DEAL OR OTHERWISE OBTAINED FROM US.**

**OUR TOTAL LIABILITY FOR ALL REASONS ARISING OUT OF, OR RELATED TO, YOUR SERVICE OR YOUR PHONE(S) IS LIMITED TO SERVICE CREDITS THAT WILL NOT EXCEED FIVE HUNDRED US DOLLARS (\$500.00).**

**Indemnification.**

Unless limited by law, you agree to defend, indemnify, and hold us and our past, present and future directors, officers, employees, agents, licensors, parent company, representatives, and affiliates harmless from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly:

- (1) Your access to, use of, or inability to access or use the Service;
- (2) Your violation of the terms of The Deal or the Rules of the Road;
- (3) Your negligence, willful misconduct, violation of law, or infringement of anyone's intellectual property rights;
- (4) Any other claim, demand, action, or complaint by any person or entity claiming by or through you that in any way arises out of or relates to the Services;
- (5) Any unauthorized access to or use of the Service by any third party, regardless of whether such unauthorized access is unintentional, accidental, intentional or fraudulent and regardless of whether you had knowledge of such unauthorized access.

**License.** As long as you comply with the terms of The Deal, you have a revocable, nonexclusive, non-transferable, limited right to install and use software we provide to you solely for your personal, lawful, non-commercial use on your Phone and only as permitted by the terms of the Deal.

Your use of any software is at your own risk. You agree not to, directly or indirectly:

- (1) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service, including your Phone;
- (2) Modify, translate, or create derivative works based on the Services and/or your Phone;
- (3) Remove any proprietary notices or labels on the Services, or your Phone.
- (4) You may not assign, transfer, sublicense, copy, reproduce, redistribute, or resell any software we provide to you unless applicable law requires us to allow it.

**Intellectual Property.** Phones, software, and Services that we provide to you are protected by copyright, trademark and/or patent law.

You agree not to delete or alter the copyright, trademark, and other proprietary rights notices or markings appearing on, or in connection with your Service, or appearing on software or applications we provide to you or that appear on your Phone.

Any third-party intellectual property included in the Service or your Phone is the property of the owner of such intellectual property and may be protected by applicable law and any terms or conditions that the third party imposes. Nothing in The Deal gives you any right or license to any trademarks and/or trade names (whether registered or unregistered), signs, logos, icons, slogans, banners, screen shots, visual branding, links or other brand features of Boost Infinite. You cannot use these without our prior written consent. We can give or deny such consent for any reason or no reason.

**Notices.** Sometimes we are required to, or decide to inform you about certain things about your Service in writing. We will send these to the contact information provided by you, as shown in your account records. We can send these notices and communications using any of the following that we have in our records or that you provide to any of our affiliates or agents (like an employee at a Boost Infinite branded store, for example):

- Your email address(es)
- Any Phone being used in connection with your Service
- Next-day delivery service (FedEx or USPS) to your physical or postal address

Any notice(s) to us pursuant to The Deal must be sent to us, with some form of tracking, at:

**DISH Wireless L.L.C.  
5701 S. Santa Fe Drive  
Littleton, Colorado 80120  
Attn: General Counsel**

**Third Party Beneficiaries.** The Deal is between you and us and does not, and is not intended to provide any benefit or any rights to any other person or entity.



**Miscellaneous.** You acknowledge and agree that you are not relying on any information, representations, or warranties other than as included in the terms of The Deal and The Offer. You may not make any changes to The Deal, and if you try to do so, those changes will not be valid. If we do not enforce strict compliance with any provision of The Deal at any time, this is not a waiver of our right to do so at another time.

If we, or you, do things that conflict with, or are not permitted by, the terms of The Deal, that does not change the terms of The Deal in any way. You may not assign The Deal without our prior written consent. The Deal is binding on you and us, including personal and legal representatives, successors, and permitted assigns.

If any term of The Deal is held to be invalid or unenforceable, that will not affect the validity and enforceability of the remaining terms of The Deal. If, for any specified timeframe or deadline, the last day or the deadline is a weekend or holiday, the time frame or deadline will automatically extend to the next business day. Agreement headings are provided for reference purposes only.

**California Notice.** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

**Contact Us.** If you have any feedback, questions or comments, please contact us at:

**DISH Wireless L.L.C.  
5701 S. Santa Fe Drive  
Littleton, Colorado 80120**

## **DISPUTE RESOLUTION, MANDATORY AND BINDING ARBITRATION AND CLASS ACTION WAIVER (THE “ARBITRATION PROVISION”)**

**Mandatory and Binding Arbitration.** If we have a Dispute (as defined below), we will first try to resolve it informally. If we can't, then you and we agree to resolve the Dispute either through binding arbitration or in small claims court, instead of in courts of general jurisdiction (i.e. courts other than small claims courts). You acknowledge and agree that, if you or we start an action in small claims court to resolve a Dispute, but the small claims court can't resolve the Dispute for any reason (for example, if it does not have jurisdiction over the claim), then the Dispute can only be resolved by arbitration. Arbitration means that you will have a hearing before a neutral arbitrator rather than before a judge or jury in a court. The arbitrator is the person who will oversee and decide the Dispute. Arbitrators can award the same remedies that a court can award. In arbitration, discovery (where we get to ask each other for information about a dispute) is limited, and decisions made by arbitrators are final and only subject to limited review by courts.

**BY ENTERING INTO THIS AGREEMENT, YOU AND BOOST INFINITE  
ARE EACH AGREEING TO WAIVE THE RIGHT TO A TRIAL BY JURY**

## **OR A TRIAL BY A JUDGE (OTHER THAN IN SMALL CLAIMS COURT), EXCEPT WHERE PROHIBITED.**

You and we both agree the Federal Arbitration Act (the “FAA”) governs this Arbitration Provision. You still have the right to bring any concerns you may have to the attention of federal, state or local agencies (for example, the Federal Communications Commission) and if the law allows, those agencies can seek relief against us on your behalf.

**Dispute Defined.** When we use the term “Dispute” (with the capital D), it means any and all claims, disputes, or disagreements we have currently have, might have in the future, or had in the past unless it’s one of the few exceptions, we describe below, under Exceptions. A Dispute can be about anything related to The Deal, The Offer, or the Service, and can involve the terms of The Deal, The Offer, any type of law (such as a statute, regulation or ordinance), tort (examples are fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or anything else that courts or arbitrators have the authority to decide. Whether the Arbitration Provision is valid or enforceable, and what it covers, is one type of Dispute. “Dispute” should be interpreted as broadly as is allowed. Some other examples of what a Dispute might be based on are:

- a. The Deal, The Offer or any other agreement between you and us;
- b. Boost Infinite devices or products (such as your Phone);
- c. Billing, collection and credit reporting;
- d. Telephone calls, texts, faxes and emails that you claim you received from us and/or a party acting or claiming to act for us; and/or
- e. Collection, retention and/or disclosure of personally identifiable information by us or by our agents.

For purposes of this Arbitration Provision, any reference to “Boost Infinite” includes DISH Wireless L.L.C., DISH Network Corporation, and any of its direct and indirect affiliates, past or present.

**Informal Dispute Resolution; Notice and Opportunity to Resolve.** Before starting a formal action, each of us agrees to try to resolve any Dispute informally (“Informal Process”). This means that neither of us are allowed to start arbitration or an action in small claims court for at least sixty (60) days after one of us gives notice of a Dispute to the other. Either of us may start the Informal Process to resolve a Dispute by sending the other a written document titled a “Dispute Resolution Notice.” A Dispute Resolution Notice must include the following information:

- a. Your name, account number and contact information;
- b. A description of what the Dispute is about; and
- c. How the party giving the Dispute Resolution Notice wants to resolve the Dispute.

You must send your Dispute Resolution Notice to: DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040 (the “Legal Dispute Notice Address”). We must send our Dispute Resolution Notice to the billing address we have for you in our records when we send it. If we can’t resolve the Dispute within sixty (60) days after the Dispute Resolution Notice is received, then either of us have the right to start binding arbitration or begin an action in small claims court according to the procedure explained in this Arbitration Provision.

**Arbitration Procedures.** This paragraph explains how we conduct an arbitration to resolve a Dispute. Unless you and Boost Infinite agree to different procedures in writing, the Consumer Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) will apply (except that any rules for class or collective actions will not apply). The AAA will run the arbitration process, and a single, neutral arbitrator will be in charge of the Dispute. The AAA Rules are available online at the AAA’s website (as of October 25, 2022, [www.adr.org](http://www.adr.org)), or by calling the AAA (as of October 25, 2022, 1-800-778-7879). If you prefer, we will give you a copy of the AAA Rules if you make a written request to DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9040. The arbitration will be in the county where your billing address is located according to Boost Infinite’s records on the date the Dispute Resolution Notice is sent and the laws of the state that county is in will apply to anything related to The Deal, your Service and your Products. However, you and we can instead agree, or the arbitrator can order, that the arbitration will: happen at a different location; be remote, using video or telephones; or be based only on things you and we submit in writing. The arbitrator will be bound by the terms of The Deal, including this Arbitration Provision. The arbitrator, and not any other agency or court, will make the decisions about the Dispute. The party who decides to start arbitration must open a case by filing a “Demand for Arbitration” with the AAA. To start arbitration, the requesting party must:

1. Make a demand in writing for arbitration;
2. Pay the administrative filing fee; and
3. Give the AAA a copy of this Arbitration Provision.

This process can be completed using an “AAA WebFile” (you can find this on the AAA’s website ([www.adr.org](http://www.adr.org))), or at any AAA office, even if the hearing will not be in that location.

**Applicable Law.** If you choose to take the Dispute to small claims court, the law of the state that court is located in applies. If for any reason the Dispute does not go to arbitration or to a small claims court, or this Arbitration Provision is found to be invalid, then the laws of Colorado will apply to The Deal and everything relating to it, the Services and the Products.

**The Arbitrator’s Decision (aka The Arbitrator’s Award).** The arbitrator’s decision will resolve each of the Disputes presented by the Demand for Arbitration (including things such as the amount one side has to pay the other, and things one side might have to do, etc.) and explain in writing the important findings and conclusions made by the arbitrator. The arbitrator’s decision is a final and binding resolution of the Disputes between you and us, but shall not be binding on Boost Infinite with regard to any other Boost Infinite customer. If you or we ask a court to review the decision, the court’s ability to review is limited. An Award by the arbitrator can be filed with any court with jurisdiction (which means the legal power of a court to review the Arbitrator’s decision), in order to enforce the award.

**Costs of Arbitration.** If you start the arbitration process and you agree to seek less than \$75,000 in damages, once Boost Infinite receives notice of arbitration, we will reimburse you for the filing fee. We will also pay the AAA directly for any fees charged by the AAA for case management and fees for the arbitrator’s services. However, if you start arbitration and don’t agree to seek less than \$75,000 from us, then AAA Rules will apply to determine who pays any fees.

**Class Action Waiver.**

**NEITHER YOU NOR WE ARE PERMITTED TO JOIN OR COMBINE CLAIMS MADE BY, OR AGAINST, OTHER PEOPLE OR OTHER ENTITIES, OR BRING ANY CLAIM AS A REPRESENTATIVE, INCLUDING, BUT NOT LIMITED TO, AS PART OF A CLASS ACTION OR AS A “PRIVATE ATTORNEY GENERAL”, FOR ANY DISPUTE.**

Additionally, unless both you and we agree in writing:

- a. the arbitrator may not combine any Dispute with other claims, and
- b. the arbitrator may not preside over any kind of representative or class action.

If any portion of this Arbitration Provision is found to be unenforceable, then, except for choice of law and informal dispute resolution provisions, this entire Arbitration Provision is null and void.

**Right to Opt Out.** If you do not agree to this Arbitration Provision, you have 30 days after you set up an account with us, you start your Services, or you receive a Phone, whichever happens first, to opt out of this Arbitration Provision. To do that, send a written notice to Boost Infinite at DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120--9044 that has:

1. Your name and account number;
2. the address you provided to us for your account; and
3. A clear statement that you do not wish to resolve Disputes with us through arbitration.

You may download and use the form Opt-Out Notice from our website. (<https://www.boostinfinite.com/terms/Arbitration-Opt-Out>) If you decide to opt out of this Arbitration Provision, it won't not negatively affect your relationship with us or our delivery of Services. If we get a notice to opt out postmarked after the thirty (30) day period described above, it won't be valid and you will be bound by this Arbitration Provision.

**Future Changes to this Arbitration Provision; Costs.** We may make changes to this Arbitration Provision in the future. If we do, unless it's a change to the Legal Dispute Resolution Notice Address, you may reject those changes by sending a written notice to the Legal Dispute Resolution Notice Address within thirty (30) days after we inform you of the changes (or at any time if we don't inform you of the changes). If you reject changes we make in the future, you are still required to resolve Disputes using the version of the Arbitration Provision that doesn't include those changes. The thirty (30) day period for you to reject the change starts either:

- a. If we send it by U.S. mail, three (3) days after we first give the document explaining the change to the U.S. mail for delivery to you (by any method, such as on a mailed bill, a bill insert, a notice, a letter or a postcard), addressed to you at the billing address we have for you in our records; or
- b. When Boost Infinite first sends an electronic communication to you using your electronic contact information (this can be any means of electronic communication, such as email or via text message to your current phone number) from our records.

**Expenses Outside of Arbitration.** If either you or we start a case with a court or other agency (other than an action in small claims court, as allowed) and that case involves a dispute that was supposed to go to arbitration under this Arbitration Provision and the other party successfully gets the Dispute sent to arbitration, then the party that started the case must pay the other party's reasonable attorneys' fees, expenses, and court costs related to moving the case to arbitration.

**Exceptions.** If you are getting Services from us that you were not authorized to receive and that you didn't pay for, whether through theft or otherwise, then no Dispute shall not be covered by this Arbitration Provision and may only be decided by a court with appropriate authority. In addition, if either of us brings a claim that seeks "public injunctive relief" (an injunction that seeks to prevent injury to members of the public, other than just the party seeking the injunction), then that claim may only be decided by a court with appropriate authority. However, any related claim for damages based on a Dispute must still be resolved on an individual basis in arbitration or small claims court. In the case of each exception, you and we agree that the arbitrator lacks the authority to decide such claims.