

## **General Terms & Conditions**

Thanks for choosing Boost Mobile!

In the spirit of transparency, we drafted reader-friendly, terms, rules, policies and other helpful information. These Terms & Conditions are an agreement between you and Boost Mobile and by accessing or using Boost Mobile, you agree to all of these Terms & Conditions.

**PLEASE NOTE: AN ARBITRATION PROVISION AND CLASS ACTION WAIVER APPLY TO THIS AGREEMENT. IF WE CAN'T WORK OUT A DISPUTE BETWEEN US, 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.

Here is a helpful glossary of words and phrases used throughout these Terms & Conditions. These will help you better understand what you're reading and what you're signing up for when you use Boost Mobile.

Terms & Conditions. We will use the phrase "Terms & Conditions" to refer to your contract with us in general. The Terms & Conditions include details about how you can use our Services. The Terms & Conditions is an agreement between you and us and has several parts to it. Some of the other parts of the Terms & Conditions are listed below, and when we say the Terms & Conditions we mean all of its parts, including:

- The Offer
- Dispute Resolution Policy
- Privacy Policy
- Emergency Services Limitations and Regulatory Disclosures
- Acceptable Use Policy
- Electronic Signature and Communications Disclosure and Consent
- Do Not Contact Policy
- Caller Identification Policy
- Boost Mobile App Terms and Conditions
- Return Policy
- Unlocking Policy

We/Us/Our/Boost Mobile. We use "we", "us", and "our" interchangeably with Boost Mobile 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 Terms & Conditions is an agreement between us (You and Boost Mobile).

You/Your. Boost Mobile 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 Terms & Conditions.

Device. The word “Device” is a universal term for any phone, tablet, watch, or any other product or accessory used with our Services. We call every product that you might use as part of our services a “Device”.

Services. We use the word “Service(s)” as a general term referring to any and all Boost Mobile-branded wireless services, offers, rate plans, options, payment services, apps, programs, products, software, etc. Devices and Services you order from us are covered by the Terms & Conditions.

Offers. A variety of different Device plans may be made available to you. We refer to each plan as an “Offer”. The Offer you select 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 data allowances, the ability to use talk and text, apps we might provide, etc. The current available Offers are available at: <https://www.boostmobile.com/plans>. Your Offer, along with the Terms & Conditions and the 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, such as Hotspot, and information about and the limitations of each one.

**How do I accept the Terms & Conditions?** It’s important that you read all of the Terms & Conditions carefully. They explain how we will provide Services, some of the limits on the Services and some things we require when you use the Services. The Terms & Conditions begin as soon as you sign up for an account or use our Services. You have to accept the Terms & Conditions to set up your account and to sign up for Services. We may make changes to the Terms & Conditions from time to time. Any changes we make will apply right away if you decide you want to continue using our Services. It’s a good idea to check the Terms & Conditions from time to time to see if they have been updated.

**Activation and Account.** An account holder that is at least 18 years old will need to set up an account with us to receive a Device (whether you purchase it outright or finance one with us) and to activate Services. Activation includes starting and maintaining an account balance to pay charges to use the Services and any subscription charges based on the Offer you selected. If you get a Device from Boost Mobile or a Boost Mobile authorized retailer without paying the full price for it, you agree that you will activate the Device within 30 days and use the Device on the Boost Mobile network. You may not resell or trade in a Device that you purchased or financed from Boost Mobile until you have activated it and used it on the Boost Mobile network and until you have met all your other financial and contractual obligations to us, such as paying the full price for the Device. If you do not activate your Services or maintain your account in good standing with us we may require you to immediately pay the full price of any Devices you selected. We can use a credit card or any other payment means we have on file for your account. If you don’t meet your obligations to us we can choose to take action against you, such as charging you for the remaining balance for your Device (including taxes) and seeking damages. 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 to provide 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. We recommend that you safeguard any sensitive or personal information when your Device is out of your possession or control. By submitting your Device to us for any reason (such as repairs), you

agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we will attempt to erase all data on your Device, but you are responsible for removing all data from your Device before you provide it to us. If someone accesses your account illegally, immediately contact us at 833-50-BOOST (833-502-6678).

By using your wireless service, you agree that we can use any information associated with your account, like email address or phone number, to communicate with you about your account. (This includes sending you important account information, or items we think you will be interested in, or topics that help improve your experience.) You agree that we may contact you at any time regarding your bill. You may opt-out of receiving marketing materials only, whether by email, phone or SMS, by calling customer care at 833-50-BOOST (833-502-6678) or making a request at <https://www.dish.com/donotcontact/wireless/>.

### **Network Coverage**

Realistically, we can't guarantee service absolutely everywhere, all of the time. Factors such as your Device, location, surrounding environment, weather, geography, topography, 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.

We don't provide 7-digit dialing in any area we cover. All calls must be made using 10-digit dialing. On rare occasions, we may give you a telephone number that is not in your home rate center. If we do that, there could be long-distance charges to landline users if they call your Device.

### **Roaming**

"Roaming" means coverage on a network other than ours. While you're 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.

### **Canceled or Suspended Services**

If you want to cancel your Service, you can do that at any time by visiting a Boost Mobile store or by calling us at 833-50-BOOST (833-502-6678).

If you cancel, you may still have some obligations to us. 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 Device 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 can 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 & Conditions or any related policies, including, without limitation, the Acceptable Use Policy.
- 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. If your Offer requires it, you may also need to add money to your account each month to maintain an account balance. The ways you may add money to your account will depend on the Offer terms. An additional fee may apply to assisted replenishment methods. Some plans may let you add money to your account automatically through Autopay using a credit or debit card or automatic debit from a bank account. Some of these ways of paying may have limits (such as the number of times an account may be debited or charged in a particular time period). We have the right to keep your card or banking information on file, to change the type of payment methods accepted at any time, for any reason, and to contact you at any time regarding your bill.

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 remove you from Autopay at any time 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 833-50-BOOST (833-502-6678). 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 payment method is rejected or if charges are disputed. The reason for rejection, or dispute information, is available by calling us at 833-50-BOOST (833-502-6678).

### **What If I Fail to Maintain an Account Balance?**

Your Service will be interrupted if you don't maintain an account balance for prepaid Services or if you don't pay your charges on time for postpaid Services. For example, if you are on a monthly prepaid plan, your account balance will be due every month on the day and time (within the hour) that you signed up for service. When your Service is interrupted, you will still have some time (which varies depending on the Offer terms) to make a payment on your account. If you don't pay within this time period, your account will be canceled. If your account is canceled, you may lose any phone number, identification number, or email address associated with your account if you choose to restart your Service after cancellation.

### **Charges**

The Offer and your Offer summary at checkout describe how much we will charge you for your Services. Some of the charges you may see each month are:

- Recurring charges for your Services;
- Activation, prepayment, reactivation, program, or other fees;
- Monthly charges for Devices 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. For more information, visit our Taxes & Fees information page.

You're responsible for paying all charges specified in the Terms & Conditions and your Offer.

### **Account Funds, Payments and Cancellation**

Funds can be added to your account using an approved payment method. Payments are not refunded if you cancel and they are not prorated if you make changes before the next payment due date. Certain Services expire every month and, if you don't use them within the month, they won't carry forward. For any prepaid Services, the maximum transaction is \$200.00 and your account balance can't be more than \$400.00. You can't transfer funds between accounts. We will withdraw money from your account on the monthly payment date and when you are required to pay for other services you use (such as content, apps, or other things you might buy from third-parties, meaning people or companies who aren't us). For any prepaid Services, if you don't have enough funds in your account when the period you paid for ends, your Services might be interrupted, so make sure you have enough in your account if you want to prevent that. If your account for prepaid Services is suspended, you will need to make sure you pay all outstanding charges within 120 days of suspension or your account will be canceled and any remaining funds in your account **and your**

**phone number** will be lost. We may collect payment using other funding sources, including any registered credit/debit cards on file.

### **Advance Payment**

For any prepaid Services, funds in your account will be applied automatically to the next monthly service payment when they equal or exceed the payment amount due. You can cancel advance payment in My Account up to one hour before the payment is due.

### **Re-Boost Refund Policy**

Can I Get A Refund of “Re-Boost” Charges? Unfortunately, no. We do not offer refunds or accept returns on Re-Boost cards. Also, we are not responsible for lost, stolen, misused, or damaged Re-Boost cards. Please ask your Boost retailer any questions you have about its return policy. All Re-Boost sales are final and non-refundable regardless of who uses or possesses your Device after you purchase Services, even if you didn’t consent to or know about the use of your Device.

### **Be Careful With Content**

You can use many different types of content using our Services and your Device, such as the internet, email, text, games, video, music, graphics, sound, applications, and other materials. You can also use your Device 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, create, or store using your Device and Service.

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

### **Safety & Emergencies**

At Boost Mobile, we want you and all of our customers to be as safe as possible. So, we’d like 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 details by reviewing our Emergency Services Policy because your use of our Service means that you agree to how we choose to handle emergency situations, like info about where you are located.

911 and alert services rely on the location and other information obtained from your Device, and from you. We are required to collect and use location information when you contact 911 so that 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 Device for a 911 emergency or to transmit an alert relies on radio waves that can be blocked in many different ways. And, there are other factors that could prevent you from contacting 911 or receiving Wireless Emergency Alerts. For example, 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.

### **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, your Device’s 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 Device, the Service, or any applications or software on your Device. We also don’t authorize anyone to make any warranties on our behalf.

Because of the risk of fraud, including, but not limited to, SIM-swap fraud and port-out fraud, we strongly recommend that, where possible, you do not use your mobile service for SMS two-factor authentication for other accounts that you may have, such as any accounts in which you hold cryptocurrency. We strongly suggest that you follow any and all recommendations your account providers make with regard to account security.

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 Device, 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 ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES PURSUANT TO THE TERMS & CONDITIONS OR OTHERWISE OBTAINED FROM US. OUR TOTAL LIABILITY FOR ALL REASONS ARISING OUT OF, OR RELATED TO, THE SERVICE OR YOUR DEVICE(S) IS LIMITED TO SERVICE CREDITS THAT WILL NOT EXCEED FIVE HUNDRED US DOLLARS (\$500).**

### **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 Terms & Conditions or any of its parts;
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 & Conditions and all of its parts, 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 Device and only as permitted by the Terms & Conditions.

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 Device;
2. Modify, translate, or create derivative works based on the Services and/or your Device;
3. Remove any proprietary notices or labels on the Services, or your Device;
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**

Devices, software, and Services that we provide to you are protected by copyright, trademark, patent law and/or other laws.

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 Device.

Any third-party intellectual property included in the Service or your Device is the property of the owner of such intellectual property and may be protected by law and any terms or conditions that the third party imposes. Nothing in the Terms & Conditions 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 Mobile. 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 need 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 will 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 Mobile branded store, for example):

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

Any notice(s) to us pursuant to the Terms & Conditions 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 Terms & Conditions and all of its parts are between you and us and do not, and are 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 Terms & Conditions and the Offer. You may not make any changes to the Terms & Conditions, 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 Terms & Conditions 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 & Conditions, those actions do not change the Terms & Conditions in any way. You may not assign The Terms & Conditions without our prior written consent. The Terms & Conditions is binding on you and us, including personal and legal representatives, successors, and permitted assigns.

If any part of the Terms & Conditions is held to be invalid or unenforceable, that will not affect the validity and enforceability of the remaining terms. 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 Binding Arbitration.** If you and Boost Mobile have a Dispute (as defined below), Boost Mobile will first try to resolve it informally with you. If we can't, then you and Boost Mobile agree to resolve the Dispute either through binding arbitration or in small claims court, instead of courts of general jurisdiction (i.e. courts other than small claims courts), unless the Dispute is covered by one of the few exceptions we describe below, under “Exceptions.” You acknowledge and agree that, if you or Boost Mobile 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 and Boost Mobile 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 you and Boost Mobile 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 MOBILE ARE EACH AGREEING TO WAIVE THE RIGHT TO A TRIAL BY JURY OR BY A JUDGE (OTHER THAN IN SMALL CLAIMS COURT), EXCEPT WHERE PROHIBITED OR OTHERWISE PROVIDED IN THIS AGREEMENT.**

You and Boost Mobile both agree that 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 you and Boost Mobile currently have, might have in the future, or had in the past. A Dispute can be about anything related to the Terms & Conditions, the Offer, or the Service, and can involve the terms of the Terms & Conditions, 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 Terms & Conditions, the Offer or any other agreement between you and us;
- b. Boost Mobile devices or products (such as your Phone);
- c. Billing, collection and credit reporting;
- d. Telephone calls, texts, faxes and emails from Boost Mobile and/or a party acting or claiming to act for us; and/or
- e. Boost Mobile’s or our agents’ collection, retention and/or disclosure of your personally identifiable information.

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

**Informal Dispute Resolution; Notice and Opportunity to Resolve.** Before starting an arbitration or small claims matter, you and Boost Mobile both agree to try to resolve any Dispute informally (“Informal Process”). This means that neither you nor Boost Mobile is allowed to start arbitration or an action in small claims court for at least sixty (60) days after you or Boost Mobile give notice of a Dispute to the other. Either you or Boost Mobile 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 (“Legal Dispute Notice Address”). We must send our Dispute Resolution Notice to the address we have for you in our records when we sent it. If you and Boost Mobile can’t resolve the Dispute within sixty (60) days after the Dispute Resolution Notice is received, then either you or Boost Mobile have the right to start binding arbitration or begin an action in small claims court, according to the procedures explained in this Arbitration Provision.

**Arbitration Procedures.** This paragraph explains how you and Boost Mobile participate in an arbitration to resolve a Dispute. Unless you and Boost Mobile 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 July 2, 2024, [www.adr.org/rules](http://www.adr.org/rules)). 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 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. The arbitration will take place in the county where your billing address is located (according to our records on the date the Dispute Resolution Notice is sent). However, you and Boost Mobile 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 Boost Mobile submit in writing. The arbitrator will be bound by the terms of the Terms & Conditions, including this Arbitration Provision. The arbitrator, and not any agency or court, will make the decisions about the Dispute.

**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 his or her important findings and conclusions. The arbitrator's decision is a final and binding resolution of the Disputes between you and us, but shall not be binding on Boost Mobile with regard to any other Boost Mobile customer. If you or Boost Mobile 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 agree to seek less than \$75,000 in damages, once Boost Mobile receives notice of arbitration, then we will reimburse you for the filing fee. We will also pay the AAA directly for any fees it charges for case management and for the arbitrator's services. However, if you start arbitration and don't agree to seek less than \$75,000 from us, or if we start the arbitration process, then AAA Rules will apply to determine who pays any fees.

**Class Action Waiver.** All Disputes between you and Boost Mobile must be resolved on an individual basis. Except as otherwise specified herein, you and Boost Mobile agree that all Disputes between you and Boost Mobile will be litigated in small claims court individually or arbitrated individually.

**NEITHER YOU NOR BOOST MOBILE SHALL BE ENTITLED TO JOIN OR COMBINE CLAIMS MADE BY, OR AGAINST, OTHER PEOPLE OR OTHER ENTITIES, OR BRING A 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 Boost Mobile 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 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.

**Small Claims.** As noted above, either you or Boost Mobile may choose to have appropriate Disputes against each other resolved in small claims court, if the Dispute falls within the applicable small claims court's jurisdiction and does not fall within an exception identified in this Arbitration Provision. A small claims court includes any court designated as small claims, or any similar court of limited jurisdiction in which claims are only resolved on an individual basis. Either you or Boost Mobile may elect to have an eligible Dispute resolved in small claims court by filing their claim in the small claims court or, after the other party has filed a claim in arbitration, by sending written notice to the other party and the AAA of this election within fifteen (15) days after receipt of notice of an arbitration, in which case the arbitration-filing party must re-file in small claims court in order to pursue the claim. In the event that there is any disagreement between you and Boost Mobile concerning whether the Dispute is within the jurisdiction of the small claims court, only the small claims court (and not an arbitrator or an arbitration administrator) may resolve that disagreement. If the small claims court determines that it lacks jurisdiction to hear the Dispute, then the Dispute shall be submitted to arbitration in accordance with the terms of this Arbitration Provision, unless the Dispute falls within an exception identified in this Arbitration Provision. If the small claims court determines that it has jurisdiction over part of that Dispute, then that part shall first be resolved in small claims court, and any remaining issues in the Dispute shall be resolved thereafter in accordance with the terms of this Arbitration Provision. After receiving timely notice of an election to move a Dispute from arbitration to small claims court, the AAA shall suspend the arbitration unless and until the small claims court denies its jurisdiction altogether or completes its exercise of jurisdiction over the parts of the Dispute to which its jurisdiction extends.

**Applicable Law.** For Disputes in small claims court, the law of the state that court is located in applies. For Disputes in arbitration, the law of the state that your billing address is in (according to Boost Mobile's records on the date the Dispute Resolution Notice is sent) will apply. 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 Terms & Conditions and everything relating to it, including Boost Mobile's products and Services.

**Rights to Opt-Out.** If you do not agree to this Arbitration Provision, you have 30 days after you set up an account with us, 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 Mobile at DISH Wireless L.L.C., Attn: Dispute Resolution, P.O. Box 9040, Littleton, Colorado 80120-9044.

You may download and use the form Opt-Out Notice from our website. ([https://www.boostmobile.com/content/dam/boost/web/en/docs/bm\\_legaldocs\\_2024/Arbitration\\_OptOut.pdf](https://www.boostmobile.com/content/dam/boost/web/en/docs/bm_legaldocs_2024/Arbitration_OptOut.pdf)) If you decide to opt out of this Arbitration Provision, it won't negatively affect your relationship with us or our delivery of Services. If we get a notice to opt out postmarked after the

thirty-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 Notice Address, you may reject those changes by sending a written notice to the Legal Dispute 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 when we give you notice of the change. We will be deemed to have given you notice of changes to this Arbitration Provision as follows:

1. In the event that we send you notice by U.S. mail (including, without limitation, on a mailed bill, bill insert, notice, letter, or postcard), then it will be considered given three (3) days after it is first deposited in the U.S. mail, addressed to you at your billing address then appearing in our records;
2. In the event that we send you notice electronically (including, without limitation, via an e-mail, text message, electronic bill, social media message, or attachment), then it will be considered given at the time we first send an electronic communication containing such notice or notifying you of the availability of such notice (or the electronic bill in which it is included) to the electronic contact information (including, without limitation, e-mail address, phone number, or social media (e.g., Facebook, Twitter) identifier) then appearing in our records; and
3. In the event that we send you notice on your Boost Mobile app (including, without limitation, through pop-up messages) or through publication on boostmobile.com or other website, then it will be considered given when first broadcast, sent, or published.

**Expenses Outside of Arbitration.** If either you or Boost Mobile start a case with a court of general jurisdiction, that case involves a Dispute that was supposed to go to arbitration under this Arbitration Provision, and the sued party successfully gets the Dispute sent to arbitration, then the party that started the case must pay the sued 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 that Dispute shall not be covered by this Arbitration Provision and may only be decided by a court with appropriate authority. In addition, if either you or Boost Mobile bring 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 Boost Mobile agree that the arbitrator lacks the authority to decide such claims.