



Terms and Conditions

Your service is provided by Airbridge.me, including its affiliates, assigns and agents (“Airbridge,” “we,” “us” or “our”). These Terms and Conditions (“T&Cs”) are part of your service agreement with Airbridge.me and constitute a contract under which we provide you Service under terms and conditions that you accept. Your service agreement (“Agreement”) with us includes (i) these T&Cs, (ii) our website Terms of Use located at <https://airbridge.me/terms-and-conditions>, subscriber agreement or transaction materials that you sign or accept, (vii) the service plan(s) that you choose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding plan charges and number of minutes included in your service plan), (viii) any confirmation materials that we may provide to you, (ix) the terms set forth in any applicable coverage map brochures, and (x) any other supplemental terms and conditions that we provide or otherwise make available to you. In the event of a conflict between these T&Cs and any other materials that makeup the Agreement, these T&Cs shall govern to the extent necessary to resolve the conflict.

Please read these T&Cs carefully. They cover important information about our services provided to you (“Service”); your device, SIM card, data card, or other equipment or third party device used with our Service (“Device”); and any access and usage charges, taxes, fees, assessments, and other charges we bill you or that were accepted or processed through your Device (“Charges”).

You and any authorized users on your account will have access to account information and may be able to make changes to the account. If you give your personal account validation information to someone, they can access and make changes to your account. Those changes will be binding on you. Authorized changes may require your agreement to new T&Cs.

- 1. Acceptance. YOUR AGREEMENT WITH AIRBRIDGE STARTS WHEN YOU ACCEPT BY PAYING YOUR FIRST INVOICE.** You represent that you are at least the age of majority in your state of residence (twenty-one (21) years old or legally emancipated if you are a Puerto Rico customer) and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; or (d) paying for the Service or a “Airbridge Modem Device” (a Device purchased from Airbridge, a Airbridge dealer, or other Airbridge authorized retailer (“Dealer”) for use with the Airbridge Service). IF YOU DO NOT WANT TO ACCEPT, DO NOT DO ANY OF THESE THINGS.

2. **Refunds; Cancellation or Termination of Service Plans.**

2.1 General. Subject to our Refund Policy as described below, you may cancel or we may terminate any Service plan that you purchase from us at any time; provided that, except as otherwise required by applicable law and our Refund Policy, you will not receive any refund of amounts paid to us in connection with any such Service plan whether cancelled by you or terminated by us.

2.2 Refund Policy. You may request a refund and cancel your new Airbridge service activation for any reason within seven (7) calendar days of activation, and we will refund the full purchase price and any associated taxes and fees, as long as you: (i) have purchased a plan on <http://airbridge.me> or contact us directly at <https://airbridge.me> to cancel your new service activation and return all of your equipment that was purchased through airbridge.me. Refunds will be processed within ten (10) business days after you contact us. We will not refund any funds loaded into your Account, including any unused data or international roaming. You are not eligible for a refund for purchases made through third-parties not described herein. You are not eligible to request a refund for a new Airbridge.me service activation or SIM Kit when forty-five (45) calendar days have passed since the date of purchase ("45-Day Refund Exclusion"). SIM Kits that are subject to the 45-Day Refund Exclusion and that are not subsequently activated will automatically become inactive after three (3) months following the date of purchase.

2.3 Activation period. All service plans, including promotional plans and Trial Plans, must be activated within 30 days following the date of purchase. We reserve the right to suspend or terminate any plan or service that is not activated within 30 days following the date of purchase.

3. **Service Availability.**

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

4. **Service Plans.**

4.1 General. Your Service will operate only after you have purchased and redeemed a Airbridge Service plan. For all other Airbridge service plans, airtime expiration is subject to the terms of your plan. Your account may be canceled if your account balance remains at \$0 for 60 consecutive calendar days or more. To ensure uninterrupted service, you are required to renew your account before your airtime expires. Please visit our website located at airbridge.me for the latest information regarding our Service plans.

4.2 Charges. You agree to pay all charges we bill you or that were accepted or processed through your Device. All Airbridge Service plans are measured on a 30-day cycle. We may offer you the opportunity to set up automatic payments through the method of payment on your account will be automatically charged at the end of your applicable billing cycle ("Auto Renew"). When you enroll in Auto Renew, automatic payments for plan fees that you incur will continue until you cancel. The recurring charge may vary if you change your plan or we change our prices, following notice to you. You may cancel Auto Renew or review your payment preferences at any time by (i) contacting our customer service department at support@airbridge.me, or (iii) managing your account preferences on the Stripe website. You must change your Auto Renew preferences or

cancel 24 hours prior to the end of your billing cycle in order for the change to go into effect. No minimum purchase is necessary to enroll in Auto Renew. You agree to provide us with accurate and complete billing information and to immediately report to us all changes to your billing information.

5. **5.1 Permissible and Prohibited Uses.** Your Data Plan is intended for Web browsing, messaging, and similar activities on our device unless other arrangements are made and not on any other equipment.

5.2 Data Usage Level. Airbridge has set a 30-day 4G, 4G LTE and 5G data usage level ("Usage Level") for each of the Airbridge Service plans. Our network supplier measures your upload and download data usage ("Actual Usage") to determine if your total Actual Usage, as aggregated over the applicable 30-day period ("Usage Total"), exceeds the 30-day 4G, 4G LTE and 5G Usage Level for the Service plan you selected. Please note that "Actual Usage" includes all of your requests to upload or download data, whether or not such data is actually uploaded or downloaded. If your connection is flagged as excessive use as compared to other users by our third-party provider, they reserve the right to reduce the data speeds to 128 kbps until the end of the applicable 30-day period. The initial reduction in your data speed depends upon your Service plan. If you continue to send and/or receive a substantial amount of data (as determined by Airbridge or our third-party carrier in its sole discretion) after our initial reduction of your data speed, we may further reduce your data speed to 64 kbps. Once you begin a new 30-day period in your Service plan, your Service plan Usage Level will be reset and your upload and download speeds will be restored. Please be aware that your Usage Level is much more likely to exceed your Service plan's 30-day Usage Level if you use streaming video, or if you download significant quantities of music files, movies, software applications, or engage in other high-bandwidth activities including BitTorrent.

5.3 Protective Measures. To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If you use your Data Plan in a manner that could interfere with other customers' service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may suspend, terminate, or restrict your data session, or switch you to a more appropriate Data Plan which may result in an increased cost. We also manage our network to facilitate the proper functioning of services that require consistent high speeds, such as video calling, which may, particularly at times and in areas of network congestion, result in reduced speeds for other services. Additionally, we may implement other network management practices, such as caching less data, using less capacity, sizing video more appropriately for a Device to transmit data files more efficiently, and deploying streaming video optimization technology. Streaming video optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering, and reduce the amount of high-speed data consumption used for streaming video. Streaming video optimization improves streaming video reliability as well as makes room for other users to enjoy higher browsing speeds. The streaming video optimization process is agnostic as to the streaming video content itself and to the website that provides it. While most changes to streaming video

files are likely to be indiscernible, the optimization process may minimally impact the appearance of the streaming video as displayed on your Device. These practices operate without regard to the content itself or the source of the content, and do not discriminate against offerings that might compete against those offered by us on the basis of such competition.

5.4 Suspension and Cancellation. If your account is deactivated due to nonpayment, your account will be in a suspended status. If your account is not reactivated within the 15 day period, it will be cancelled. If your account is cancelled, your remaining balance will be forfeited. If you wish to port to a different carrier, you must have an active account.

Airbridge reserves the right to cancel or deactivate Service or reduce data throughput speeds in order to protect its supplier's network from harm or to protect itself from financial or other harm due to any cause including, without limitation, the excessive and/or unauthorized use of Airbridge Service. Airbridge reserves the right to limit throughput, or the amount of data transferred and to deny or terminate Service to anyone. Airbridge believes is using Service in an unauthorized manner or whose usage, in Airbridge's sole discretion, adversely impacts its supplier's network or customer service levels. Airbridge will presume you are engaging in an unauthorized use in violation of these T&Cs, if we determine, in our sole discretion, that you are using your Service in violation of these T&Cs or in any other manner that we deem to be unreasonable or excessive, we may terminate data connections, terminate or reduce data throughput or terminate your Service, decline to renew your Service, or offer you a different Service plan without an unlimited usage component which may result in an increased cost to you.

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

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

5.5 Airbridge Refund Policy

Airbridge SIM only plan **SIM ONLY PLAN ARE NOT REFUNDABLE ONCE ACTIVATED Lease Equipment.

Airbridge Return Policy

If you cancel your service within (10 days) from your date of purchase Under 500 Mb of Data usage

We'll refund your first month of internet service less an Activation Fee of \$25.00. Sim with over 500MB OF USAGE are not refundable (no exceptions made). Refunds are only credited to the credit card on file.

How do I return my purchase?

Product Return Procedures

To return a product to Airbridge, Please contact us at via email support at support@airbridge.me

You are solely responsible for shipping any returned product to Airbridge. Customer agrees to bear all shipping and insurance charges and all risk of loss for the returned product during shipment.

All returned products must 100% complete, in re-sealable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Airbridge Return Procedure will be breached and Airbridge may in its sole and absolute discretion reject the entire return or choose to impose additional charges against the customer for replacement of the missing component(s). Airbridge will not refund the original shipping charges to the Customer.

Packaging Returns

The return must be properly packaged to protect against damage in transit. Please note that any damage caused by mishandling, improper installation, or product defacement will result in your return being denied and the product being returned to you.

5.6 Device Refunds. For Airbridge-provided Devices, SIM Kits, see the applicable return policy, which is available in the Device, SIM Kit or accessory box or packaging (if applicable). Some Airbridge-provided Devices and accessories may not be refunded or exchanged, and you may be required to pay a restocking fee. **Return:** 10 days equipment return will apply on any purchase.

Original shipping charges incurred on your purchase aren't refundable as part of your return.

5.7 No Future Service. In the event Airbridge terminates your Airbridge Service for any reason specified or otherwise, we reserve the right to prohibit you from using any Airbridge Service plan in the future by blocking your device from our network, prohibiting you from using a new Airbridge Service account that you purchase, or through other means.

1. **Disclaimer of Warranties.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN WRITING, AND TO THE EXTENT PERMITTED BY LAW, THE AIRBRIDGE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND WE DO NOT AUTHORIZE ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE.
2. **Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, OUR LIABILITY FOR DAMAGES OR OTHER MONETARY RELIEF FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS STRICTLY LIMITED TO NO MORE THAN THE AMOUNTS ACTUALLY PAID BY YOU TO US FOR THE SERVICE FROM

WHICH THE DAMAGES OR OTHER LIABILITY AROSE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. YOU EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OUR SERVICE (INCLUDING THE PROVISION OF OR FAILURE TO PROVIDE SAME), ANY DEVICE, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE HAVE BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE THE CLAIM ARISES.

3. **Indemnification.** You agree to defend, indemnify, and hold us harmless from and against any and all losses, claims, liabilities, costs and expenses (including taxes, fees, fines, penalties, interest, expenses of investigation and attorneys' fees and disbursements) as incurred, arising out of or relating to use of the Airbridge Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your Airbridge Service or Device.
4. **Enforceability and Assignment.** A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we do not enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid that part may be severed from the Agreement. You cannot assign the Agreement or any of your rights or duties under it without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between Airbridge and you and defines all of the rights you have with respect to your Airbridge Service or Airbridge Device, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents. If you purchase a Device, services or content from a third party, you may have a separate agreement with the third party; Airbridge is not a party to that agreement. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Agreement continue after termination of our Agreement with you.
5. **Choice of Law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

6. DEVICE WARRANTY INFORMATION

All new devices purchased from our website come with a one-year manufacturer warranty from the original date of sale. All refurbished devices purchased from our website come with a 60-day warranty from the original date of sale. If your device is defective, please follow the Return

instructions listed above to see if it's eligible for a warranty replacement. If eligible, we'll replace the defective device with a device of the same cosmetic condition or comparable model at our discretion.

Our conditions for a warranty claim are as follows:

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| <ul style="list-style-type: none">• | Your warranty only covers the Airbridge device if the device stops performing for technical reasons outside of damage incurred by lightning strikes, electrical surges, improper installation or acts of god. Airbridge is not responsible or warranties any device connected to the Airbridge modem, cable(s) or power source(s). |
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You must return all accessories (cables, manual, etc.) with the defective device. If components are missing, we will charge a non-refundable missing parts fee Your defective device must be returned in good condition.

Our warranties expressly exclude certain categories of damages and uses of your Airbridge modem. These exclusions, which we do not cover, include possible costs or damages for which you will not be reimbursed. These exclusions are as follows: The limits of what we provide above relate to the device itself. We are not responsible for lost data or the time that you were without a device. We are not responsible for any consequential damages, from the loss of your device, the loss of your data, or the time you were without your device. We do not warrant any device for merchantability or fitness for a particular purpose. These warranties are specifically disclaimed.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, AIRBRIDGE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH APPLE PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WE DO NOT MANUFACTURE OUR DEVICES. THE ONLY WARRANTIES APPLICABLE TO OUR DEVICES ARE THOSE EXTENDED BY THE MANUFACTURERS. WE HAVE NO LIABILITY, THEREFORE, IN CONNECTION WITH DEVICES OR FOR MANUFACTURERS' ACTS OR OMISSIONS. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, QUALITY, NON-INFRINGEMENT, PERFORMANCE OR ACCURACY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DO NOT PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

Airbridge service is not available in all areas. Use of the Airbridge service is subject to the Terms & Conditions (available at <https://airbridge.me/terms-and-conditions>.)

Please always refer to Airbridge.me website for the latest Terms & Conditions, current rates, and service plan details for the Airbridge service, which are subject to change at any time and without notice, or email us at support@airbridge.me