

Boost Diagnostics App Terms & Conditions

Effective Date: October 11, 2024

Welcome to the Boost Diagnostics Application (“App”)! In our commitment to deliver the best 5G stand-alone network, we have included on your device certain diagnostic software capabilities within the App that we use to improve your network experience and our wireless service. In addition, the App will assist you in completing activation of your device.

Please note that the terms and conditions contained herein, together with any other applicable terms agreed to by you (such as the **General Terms & Conditions** (“Ts&Cs”), **Privacy Policy** and **End User License Agreement** (“EULA”), each of which is hereby incorporated in these Terms of Service by this reference in its entirety, collectively, these “Terms of Service”) include embedded hyperlinks that may only be accessed through our websites, and if you are reviewing these Terms of Service through certain applications or other platforms, then you may need to visit these Terms of Service in your browser to review any hyperlinked terms incorporated herein. These Terms of Service set forth the terms and conditions pursuant to which Boost Mobile will agree to provide or otherwise make the App available to you. Your access and use is conditioned on your acceptance of these Terms of Service and are effective until we change or replace them.

DISH Wireless L.L.C. and its affiliates (referred to as, "we," "us," "our," or "Boost Mobile") endeavors to provide you and other users with assistance in activating your new device and access to certain third-party network diagnostic applications (such features, functionalities, products, services, and any and all content contained therein collectively referred to in these Terms of Service as, "App Services"). You and other users of our App Services are collectively referred to in these Terms of Service as "you," "your," and "Users." Our App Services were designed to be accessed and used only by those Users intentionally authorized by us to receive such App Services upon activation of your device.

SUBJECT TO CERTAIN EXCEPTIONS SET FORTH IN THE Ts&Cs, THESE TERMS OF SERVICE REQUIRE THE USE OF MANDATORY AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN, AMONG OTHER THINGS, JURY TRIALS OR CLASS ACTIONS.

Section 1: ACCEPTANCE OF TERMS OF SERVICE

1. **Acceptance.** Our App Services are not intended to be used by children without involvement and approval of a parent or other legal guardian. If you are under the age of 13, then you are not permitted to register with us or provide your personal information to us. If you are between the ages of 13 and 18, you may register with us only if your parent or legal guardian has read and agreed to these Terms of Service and you have the consent of your parent or legal guardian. These Terms of Service govern your use of the App. By accessing, visiting, or using any of our App Services you confirm that you have read and agreed to these Terms of Service and that you consent to the information practices

disclosed in the Privacy Policy. If you do not agree to these Terms of Service, then do not access or use any of our App Services. If you are an existing user and do not wish to accept any revised Terms of Service, then you must immediately stop using all of our App Services.

- Changes to these Terms of Service.** These Terms of Service are effective until we change them. Because we are continuously working to improve, enhance, expand, and modify our App Services to provide you with the best experience, these Terms of Service will change from time to time, and we suggest that you check back regularly in order to understand our App Services, including our practices related to personal information as described in the Privacy Policy, the rights and restrictions related to certain of our App Services granted in the EULA, and all other terms and conditions governing your access and use of our App Services. You acknowledge and agree that we may change all or any portion of these Terms of Service at any time and from time to time, in our sole and absolute discretion, by publishing a revised version of these Terms of Service at: <https://help.boostmobile.com/docs/general-terms-conditions>. Any revised version of these Terms of Service will be effective immediately, unless expressly and specifically stated otherwise.
- Additional Guidelines and Rules.** Certain areas of the App, such as third party applications or software may include usage guidelines and rules that will supplement these Terms of Service. By using those App Services on the App, you agree to comply with such guidelines and rules.

Section 2: OUR APP SERVICES

- Our App Services.** By accessing the App, you receive access to and use of: (i) certain software, technology and other intellectual property rights (including all functionality and data contained therein) owned or operated by us (ii) websites owned, operated or otherwise controlled by, or on behalf of, us; and (iii) any and all other products and/or App Services accessed, provided, used or otherwise made available to you, including to enhance past or then-current App Services.
- Service Changes; Packaging of App Services.** In addition to, and without limiting any other provisions in these Terms of Service, DISH Wireless may, permanently or temporarily, add, delete, rearrange, alter, interrupt, change, and/or eliminate: (i) software, applications, features and/or functionalities and technical and/or functional requirements, and/or (ii) compatible operating systems from time to time and at any time.
- Compliance with Law.** You agree to use our App Services, including all features and functionalities associated therewith, in accordance with all applicable laws (e.g., public performance limitations or other restrictions on any use of our App Services or contents therein). You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or otherwise use or gain access to all or any portion of our App Services, except as explicitly authorized in these Terms of Service, without express written permission from Boost Mobile. You also agree not to: circumvent, remove, alter, deactivate, degrade, thwart or otherwise interfere with any of our App Services; use any robot, spider, scraper or other automated means to access our App Services; decompile, reverse engineer or disassemble any of our App Services (e.g., software or other products); insert any code or product, or otherwise manipulate or

interfere with our App Services (e.g., running any of our App Services on a device not permitted for use by us); or, use any data mining, data gathering, or extraction method. In addition, you agree not to upload, post, e-mail, or otherwise send or transmit any material designed to interrupt, interfere with, destroy, or limit the functionality of any of our App Services, or other software, hardware, or telecommunications equipment associated with our App Services (e.g., any software viruses or any other computer code, files, or programs). In the event that we learn that you are using any App Services in a manner that constitutes infringement of third-party intellectual property rights, including rights granted by U.S. copyright law, your access to the App and App Services will be terminated and Boost Mobile may take further action with respect to your Wireless Account.

You agree to fully comply with all import and export laws, regulations, rules and orders of the United States, or any foreign government agency or authority, and that you will not directly or indirectly export, re-export, transfer and/or release the software, related technology, or any product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. You bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances. You further agree to assume responsibility for and bear all expenses relating to your compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

Section 3: WIRELESS ACCOUNTS

1. **Wireless Account; Login Credentials.** Prior to accessing certain of our App Services, you will be required to provide certain personal information determined by us as necessary to verify your Wireless Account. You will be required to create login credentials, comprised of a user name and password ("Login Credentials") designed to enable access to the App under your Wireless Account. You are responsible for any and all actions, omissions, or other activities related to your Wireless Account, including any Users you permit to be linked to your Wireless Account (if any, and only to the extent permitted by us). The person in whose name any Wireless Account is used for access to our App Services is referred to as the "Account Owner." As an Account Owner you may have access to and control over your Wireless Account, any Users linked to your Wireless Account, and the App Services available in connection therewith. If you have a Wireless Account, then your control of such Wireless Account is exercised through your use and protection of your password. Please be aware that to maintain exclusive control and ensure compliance with these Terms of Service, you may not reveal or share your Login Credentials with anyone. If you believe that your Wireless Account has been accessed by anyone other than you or any Users you have permitted thereunder, or otherwise without permission or in any unauthorized manner, then you must contact us immediately at: 833-50-BOOST (833-502-6678) or via Support. You are responsible for updating and maintaining the truth and accuracy of the information provided to us relating to your Wireless Account.

2. **Account Access; Cookies.** In order to provide you with ease of access to your Wireless Account and to help administer our App Services, Boost Mobile uses technology that enables us to recognize you as an User and to provide you with direct access to your account without requiring you to retype any Login Credentials every time that you access, use, or otherwise revisit our App Services. For information about how cookies allow us to simplify the ease of access to your Wireless Account, please review our Privacy Policy.
3. **Requests for Information.** You should be mindful of any communication requesting that you submit any personal or other sensitive information (e.g., your personal information, credit or debit card account information, Login Credentials, or secrets questions), and before confirming any such request, you should contact Customer Service immediately at: 833-50-BOOST (833-502-6678) or via Support. Please be aware that providing your information in response to these types of communications can result in, among other things, identity theft or fraud. In order to protect Boost Mobile and its affiliates, software providers, device providers, business partners, or other service providers or licensors (collectively, "Contributors"), we reserve the right, and may, from time to time and at any time, without providing notice to you, place on hold (or otherwise suspend) your Wireless Account in connection with any activity that we believe to be fraudulent, illegal, in violation of these Terms of Service, or otherwise suspicious. We may evaluate or elect to provide credits, refunds, price adjustments or other discounts, compensation or recompense, from time to time and at any time, in our sole and absolute discretion, BUT WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR HOLDS PLACED ON YOUR ACCOUNT, IF ANY.
4. **Device Deactivation.** If your device is transferred, lost, or stolen, then you must immediately call Customer Service at: 833-50-BOOST (833-502-6678) or via Support. It is your sole responsibility to notify us of any transferred, lost, or stolen devices, and to prevent any unauthorized access to our App Services and your Wireless Account. Please review the risks and responsibilities of allowing third-party access to your Wireless Account (see Section 3.1. above) that may result from your failure to notify us that your device was transferred, lost, or stolen.

Section 4: RESTRICTIONS ON USE

You may use the App for lawful purposes only. You may not submit or transmit through the App any material, or otherwise engage in any conduct that:

1. Violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights,
2. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of "another's" privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts,
3. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability,
4. Impersonates any person, business or entity, including Boost Mobile and its employees and agents,

5. Contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network,
6. Encourages conduct that would constitute a criminal offense, or that gives rise to civil liability,
7. Violates these Terms of Service, guidelines or any other policy posted on the App, or
8. Interferes with the use of the App by others.

You may not use the App in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the App. You may not attempt to gain unauthorized access to any App Services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Service.

You may not use the App or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use the App to violate the terms of this section. We may terminate your access or use of the App immediately and take any other legal action if you, or anyone using your access to the App, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our computer or communications networks.

We, our Contributors, and our users who lawfully post text, messages, information, software, images, audio and video ("Content") on the App own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, and trade secret laws and other proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our color combinations, button shapes, and other graphical elements on the App are our trademarks.

Section 5: COMMUNICATIONS

1. **Communications.** By registering for a Wireless Account and accessing the App, you hereby consent to receive electronic communications from us and other Contributors related to such account and our App Services. These communications may involve sending emails to the email address you provided during registration, or delivering electronic communications via your Wireless Account, and will include notices about your Wireless Account (e.g., payment authorizations, password or payment method changes, confirmation emails, notices, and other similar or transactional information related to such account); these communications are part of our App Services and your relationship with us. You agree that any notice, agreements, disclosures, or other communications that we send to you electronically, as described herein, will satisfy any legal communication requirements (e.g., that such communications be in writing and through an appropriate method). You also consent to receiving other electronic communications from us, such as newsletters about new App Services features and

content, special offers, promotional announcements, and customer surveys. If you no longer want to receive certain non-transactional communications via email, please contact Customer Service at 833-50-BOOST (833-502-6678) or via [Support](#), click on the "Unsubscribe" link contained in any email, or on any other link that indicates that you would like to be removed from future, similar non-transactional communications.

Section 6: INTELLECTUAL PROPERTY

1. **Boost Mobile Property.** The App Services, including any and all content made available in connection with your access and use of our App Services, is protected by domestic and international copyright, trade secret, trademark, and other intellectual property laws. Boost Mobile and its affiliates have patents that apply to our App Services.
2. **End-User License Agreement.** The App, our Websites, other apps, and other software and technologies are developed by, or for, us and are designed to enable our provision of certain App Services through your mobile Device. The App, our Websites, other apps, and other software and technologies may vary by Device, operating system, or other medium and the functionalities thereof may also differ among Devices. BY USING ANY OF OUR APP SERVICES, YOU ACKNOWLEDGE AND AGREE TO OUR END USER LICENSE AGREEMENT (I.E., OUR "EULA") AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE APP, OUR WEBSITES, OTHER APPS, AND OTHER SOFTWARE AND TECHNOLOGIES, INCLUDING RELATED THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS SET FORTH IN OUR EULA, THEN DO NOT USE ANY OF OUR APP SERVICES.
3. **Reporting Claims.** If you have a reasonable belief that your or any other's protected works have been reproduced or distributed in a way that constitutes copyright infringement, or are otherwise aware of any content available in connection with the App Services that may be infringing, violating, or otherwise misappropriating the your rights or such other party's rights, then please notify us immediately by sending us a written statement to the Notice Address set forth in Section 11 below, which written statement must set forth as much detail as is available, including, at a minimum: (i) your name; (ii) your address; (iii) your Wireless Account number (if any); and (iv) a clear and detailed statement about the applicable concern of copyright infringement and/or related claim.

Section 7: DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF OUR APP SERVICES IS AT YOUR SOLE RISK. OUR APP SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THESE TERMS OF SERVICE, BOOST MOBILE (ON BEHALF OF ITSELF AND THE OTHER CONTRIBUTORS) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTION, ENJOYMENT, QUALITY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BOOST MOBILE DOES NOT TAKE ANY RESPONSIBILITY WHATSOEVER OR OTHERWISE WARRANT THE PERFORMANCE OF ANY

DEVICE, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE (OR ITS OPERATING SYSTEM) WITH ANY OF OUR APP SERVICES, OR ANY INTERNET OR WIRELESS CONNECTION, INCLUDING ITS SPEED, BANDWIDTH OR COMPATIBILITY WITH ANY DEVICE OR WIRELESS SERVICE. FURTHERMORE, WE DO NOT MAKE ANY PROMISES ON BEHALF OF ANY THIRD PARTY, INCLUDING THE OTHER CONTRIBUTORS, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY PROMISES MADE BY US RELATED TO SUCH PARTIES OR THE PRODUCTS AND APP SERVICES PROVIDED BY THEM. The disclaimers set forth in these Terms of Service expressly apply to any terms hyperlinked and incorporated herein, including the [Ts&Cs](#), the [Privacy Policy](#) and the EULA, and including the software contained in our App Services and your use of such software. We do not warrant that any issues, errors, or other defects or failures in or related to the software or our App Services will be corrected.

2. NEITHER BOOST MOBILE NOR ANY OTHER CONTRIBUTOR MAKES ANY WARRANTY WHATSOEVER THAT: (i) THE APP SERVICES WILL MEET YOUR REQUIREMENTS OR REASONABLE SATISFACTION; (ii) THE APP SERVICES WILL PROVIDE OR CONTINUE TO PROVIDE ANY OTHER PARTICULAR FUNCTIONALITY; (iii) THE APP SERVICES WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR DATA-THROUGHPUT RATE, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (iv) INFORMATION RELATED TO YOUR WIRELESS ACCOUNT OBTAINED FROM THE USE OF THE APP SERVICES WILL BE ACCURATE OR RELIABLE.
3. BOOST MOBILE MAY RECOMMEND CERTAIN LEVELS OF INTERNET CONNECTION AND/OR WIRELESS CONNECTIVITY FOR USE WITH CERTAIN OF OUR APP SERVICES; PROVIDED, HOWEVER, THAT YOU HEREBY AGREE AND UNDERSTAND THAT BOOST MOBILE WILL HAVE NO RESPONSIBILITY WHATSOEVER FOR YOUR INTERNET CONNECTIVITY AND/OR WIRELESS CONNECTIVITY AND BOOST MOBILE DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY OR PERFORMANCE OF ANY INTERNET CONNECTIVITY AND/OR WIRELESS CONNECTIVITY, INCLUDING THE SPEED, BANDWIDTH, COMPATIBILITY, SUFFICIENCY, EQUIPMENT, OR DELIVERY OF ANY INTERNET CONNECTION OR THAT ANY CERTAIN INTERNET CONNECTIVITY AND/OR WIRELESS CONNECTIVITY WILL IMPROVE OUR SERVICE(S). PLEASE BE AWARE THAT CERTAIN OF OUR APP SERVICES MAY REQUIRE THE USE OF ADDITIONAL DATA, AND THAT ANY INCREASED COSTS, FEES, OR OTHER AMOUNTS DUE TO BE PAID BY YOU AS A RESULT OF ANY INCREASE IN USAGE (E.G., USAGE OF DATA) IN CONNECTION WITH THE APP SERVICES WILL BE YOUR SOLE RESPONSIBILITY.
4. WE HEREBY DISCLAIM ANY, AND YOU AGREE THAT WE HAVE, NO OBLIGATION WHATSOEVER TO REPLACE OR SUPPLEMENT ANY APP SERVICES, PACKAGE OF APP SERVICES, OR PORTION OF ANY APP SERVICE(S) THAT WE CHANGE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT, OR ANY OTHER DISCOUNT, COMPENSATION OR

RECOMPENSE FOR ANY AMOUNT PAID BY YOU TO RECEIVE REPLACEMENT, SUPPLEMENTAL OR ALTERNATE APP SERVICES, PACKAGES OF APP SERVICES AND/OR PORTION OF APP SERVICES AS A RESULT OF ANY CHANGE.

5. ANY MEDIA, SOFTWARE, OR OTHER MATERIAL OR CONTENT DOWNLOADED, STREAMED OR OTHERWISE OBTAINED THROUGH USE OF OUR APP SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR OTHER HARDWARE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, STREAMING OR OBTAINING OF ANY SUCH MEDIA, SOFTWARE OR OTHER MATERIAL OR CONTENT. NEITHER BOOST MOBILE NOR ANY OTHER CONTRIBUTOR ASSUMES ANY RESPONSIBILITY, AND WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CORRUPT, OR OTHERWISE HARM ANY OF YOUR PROPERTY OR THE PROPERTY OF ANY THIRD PARTY, INCLUDING YOUR SOFTWARE, DEVICE OR OTHER HARDWARE.
6. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BOOST MOBILE OR THE OTHER CONTRIBUTORS, OR VIA YOUR WIRELESS ACCOUNT OR USE OF THE APP SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Section 8: LIMITATION OF LIABILITY

1. **Indirect Damages.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER BOOST MOBILE NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (E.G., INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES EVEN IF BOOST MOBILE OR ANY OF SUCH OTHER CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM, OR OTHERWISE RESULTING DIRECTLY OR INDIRECTLY FROM: (i) USE OF ANY OF OUR APP SERVICES OR THE APP; (ii) ACTIONS, OMISSIONS, AND OTHER ACTIVITY UNDER YOUR WIRELESS ACCOUNT (INCLUDING USE NOT AUTHORIZED BY US); (iii) THE PERFORMANCE OR NON-PERFORMANCE OF OUR APP SERVICES OR THE APP; OR (iv) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF OUR APP SERVICES OR THE APP, EVEN IF SUCH DAMAGES RESULT FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF BOOST MOBILE OR THE OTHER CONTRIBUTORS.
2. **Force Majeure.** NEITHER BOOST MOBILE NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY FAILURE TO PERFORM THAT IS CAUSED BY OR OTHERWISE RESULTS FROM ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, PANDEMICS, EPIDEMICS OR OTHER PUBLIC HEALTH EMERGENCIES POWER OR TECHNICAL FAILURE, SERVER, INTERNET, SATELLITE OR UPLINK OR WIRELESS NETWORK FAILURE, ACTS

OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

3. **Limitation of Liability.** IN ADDITION TO ANY OTHER LIMITATIONS SET FORTH IN THESE TERMS OF SERVICE, NEITHER BOOST MOBILE NOR THE OTHER CONTRIBUTORS, WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN ANY APP SERVICES OR FOR ANY DELAY, FOR THE AVOIDANCE OF DOUBT, INCLUDING: (i) IF SUCH ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION, OR DELAY ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF BOOST MOBILE ACCESS TO ALL OR ANY PORTION OF OUR APP SERVICES FOR ANY REASON WHATSOEVER; (ii) THE RELOCATION OF ALL OR ANY PORTION OF OUR APP SERVICES TO DIFFERENT SERVER(S); (iii) ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN THE FEATURES AND/OR FUNCTIONALITY AVAILABLE WITH YOUR DEVICE(S) OR OUR APP SERVICES; (iv) ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US OR OUR CONTRIBUTORS; OR (v) ISSUES RESULTING FROM YOUR DEVICE, OR YOUR INTERNET OR WIRELESS CONNECTION, INCLUDING, LACK OF SUFFICIENT BANDWIDTH. FURTHERMORE, NONE OF BOOST MOBILE, ITS PROVIDERS, DEVICE PROVIDERS OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR THIRD-PARTY LICENSORS WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION OF OR TO ANY DEVICE(S), FOR THE AVOIDANCE OF DOUBT, INCLUDING REMOVING OR DISABLING SOFTWARE, FEATURES AND/OR FUNCTIONALITY.
4. **Limitation of Direct Damages.** EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN SECTION 8, THE MAXIMUM AGGREGATE LIABILITY OF BOOST MOBILE FOR ANY AND ALL CLAIMS UNDER OR RELATING TO EACH: (i) WIRELESS ACCOUNT INCLUDING ALL USERS THERE UNDER (IF MORE THAN 1 IS PERMITTED BY US), or (ii) YOU ONLY, IF YOU ARE NOT A USER UNDER ANY WIRELESS ACCOUNT, IS LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE OF THE FEES THAT WERE PAID BY YOU UNDER THESE TERMS OF SERVICE DURING THE 6 MONTHS BEFORE THE APPLICABLE CLAIM, OR IF DURING THE FIRST 6 MONTHS OF ANY ACCESS OR USAGE TERM, THEN THE FIXED FEES TO BE PAID BY YOU UNDER SUCH TERMS OF SERVICE DURING THE FIRST 6 MONTHS OF SUCH USAGE TERM.
5. **Applicability.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, BUT ONLY TO THE EXTENT SUCH LIMITATIONS ARE EXPRESSLY DISALLOWED UNDER THE APPLICABLE LAW(S).

Section 9: INDEMNIFICATION

You hereby agree to indemnify, defend and hold DISH Wireless and its parents and affiliates, each of its and their present and future media providers, device providers, business partners, service providers, licensors, contractors, subcontractors, authorized distributors, authorized subdistributors, authorized retailers, directors, members, managers, officers, agents, employees, and other Users, and each of their respective assigns, heirs, successors, and legal representatives (the "Protected Group") harmless from, against and with respect to any and all actions, claims, disputes or demands, including reasonable attorneys' fees and costs, that are incurred in connection with, arising out of or relating to access to or use misuse of the App or our App Services by you or in connection with your Wireless Account including any User thereof, your connection to the App, our App Services, your devices, your violation of these Terms of Service or your violation of any rights of another User.

Section 10: DISPUTE RESOLUTION, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

1. **Mandatory Binding Arbitration and Class Action Waiver.** If you access or use the App and/or any of our App Services, then you and Boost Mobile hereby agree that any and all past, present and future disputes, claims, actions or other controversies arising out of or relating in any way to our App Services, these Terms of Service and/or your relationship with the Protected Group will be determined on an individual (non-class) basis by binding arbitration as set forth in the Boost Mobile Ts&Cs.

Section 11: MISCELLANEOUS

1. **Notice.** Any notice required or permitted to be given by Boost Mobile under these Terms of Service may be provided by any reasonable means, including by mail, by publication on the Boost Mobile website, via your Wireless Account for our App Services (e.g., by sending an electronic message to your Wireless Account), through the App or by telephone or by email. If we send you notice by mail, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your physical address of record as then-currently stated in our records. If we send you notice to your personal email or through your Wireless Account email, including notice directing you to changes published on our Website, such notice will be considered given upon sending to your email address of record as then-currently stated in our records and associated with your Wireless Account or upon sending to your Wireless Account. If we give you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your phone number of record as then-currently stated in our records. Unless otherwise specified in these Terms of Service, any notice required or permitted to be given by you under these Terms of Service must be in writing and be sent to Boost Mobile at the Notice Address, by certified mail; and will be deemed given only when such notice is received by us at the Notice Address. If your name, contact information or other account information is no longer accurate or otherwise changes, then you must promptly access and correct such information associated with your Wireless Account as further described in our [Privacy Policy](#).
2. **Entire Agreement.** These Terms of Service, including those terms hyperlinked and incorporated herein, constitute the entire agreement between Boost Mobile and you regarding the subject matter hereof. With respect to the App or any of our App Services,

these Terms of Service govern your use of such App Services, and supersede any prior agreements or understandings between you and Boost Mobile with respect to the subject matter hereof.

3. **Applicable Law.** These Terms of Service, including all matters relating to their validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to these Terms of Service, your relationship to Boost Mobile and/or otherwise related to our App Services will be governed by the laws of the State of Colorado without giving effect to its conflict of law provisions. If any provision in these Terms of Service is declared to be illegal, invalid or is otherwise in conflict with any law, then such provision will automatically be considered modified to the minimum extent necessary to make such provision legal, binding and no longer in conflict with such law, without affecting the validity of any other provisions of such Terms of Service, and any and all other provisions will remain in full force and effect to the fullest extent permitted by law.
4. **Choice of Forum.** You agree that any action at law, in equity, under contract (including under these Terms of Service) or otherwise that is excluded from, or otherwise not subject to arbitration or small claims court must be filed, and that venue properly lies, only in the state or federal courts located in the city and county of Denver, Colorado, United States of America and you hereby irrevocably consent and submit to the personal jurisdiction of such courts for the purpose of litigating such action.
5. **Assignment.** You agree that Boost Mobile may assign or otherwise transfer (e.g., sell) your agreement to these Terms of Service with Boost Mobile to any third party without your prior consent. You may not assign or otherwise transfer (e.g., via the sale of any Device) any agreement(s) with us without first obtaining our prior written consent, which consent may be withheld, delayed or conditioned for any reason whatsoever (e.g., your Wireless Account reflects an outstanding unpaid balance).
6. **No Waiver; Remedies Cumulative.** Except as otherwise expressly provided in these Terms of Service, the failure of a party to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. The rights and remedies provided under these Terms of Service to Boost Mobile in case of your default or breach of these Terms of Service are cumulative and without prejudice to any other rights and remedies that Boost Mobile or you may have at law, in equity, under contract (including under these Terms of Service) or otherwise, all of which are hereby expressly reserved.
7. **No Third-Party Beneficiaries; Claim Limitation.** You agree that, except as otherwise expressly provided in these Terms of Service, there are no third party beneficiaries to your agreement to these Terms of Service. You agree that regardless of any law to the contrary, any claim, Dispute or cause of action by you arising out of or related to our App Services pursuant to these Terms of Service must be filed within 1 year following the date on which such claim, Dispute or cause of action arose; and if not filed within such 1-year period, then you hereby irrevocably waive any and all rights to pursue such claim(s), Disputes or other cause(s) of action.
8. **Headings.** The section titles and paragraph headings in these Terms of Service are for convenience only and have no legal or contractual effect. Any and all examples or references to "include," "includes" or "including" set forth in these Terms of Service are by way of example only and will be interpreted as non-limiting. Any reference in these

Terms of Service to the singular form of a word will include the plural form of the word, if applicable, and any reference to the plural will include the singular, if applicable. In addition, the term "days" when used in these Terms of Service, unless specified as a "business day" means a calendar day. For the purposes of these Terms of Service, a "business day" means a weekday (other than a Saturday or a Sunday) excluding any national (United States) holiday.

9. **Survival.** Any provision of these Terms of Service that logically would be expected to survive the suspension, completion, expiration or earlier termination of your Wireless Account, and/or other App Services or your agreement to these Terms of Service will survive such suspension, completion, expiration or earlier termination, including any and all representations and warranties contained in these Terms of Service and any and all provisions and agreements regarding indemnification obligations, confidentiality obligations, dispute resolution, binding arbitration and class action waivers, the "Miscellaneous" provisions in this Section 11, limitations of liability and disclaimers.