

# **International Long Distance Consumer Agreement**

## **Introduction**

This International Long Distance Consumer Agreement ("Agreement") sets forth the terms and conditions that apply to Your purchase of Services from NetworkIP, LLC dba Elite Telecom through its Marketing Agent, DISH Wireless Leasing, LLC or its Affiliates ("DISH"). By using the Services, You agree to the terms and conditions in this Agreement and any changes that may be made to the Agreement. If You do not agree to the terms of this Agreement or have any questions about the Agreement, do not purchase or use Our products without contacting Customer Care at (888) 491-4979.

## **Definitions**

"Account" refers to a specific Mobile Telephone Number (MTN) provisioned for a billing cycle, to call a predetermined set of international destinations, either purchased or bundled through DISH for a limited or unlimited basis, allowing Consumer to use the Service.

"Add-on" refers to an international calling plan purchased by You through DISH, in addition to Your DISH mobile plan.

"Top-up" refers to an international calling plan being purchased by You mid-cycle through DISH to top-up Your exhausted credit value.

"Bundled" refers to international calling plans included in the cost of Your DISH mobile plan.

"Capped Minute(s)" refers to calling specific international destinations that have a limited number of minutes available.

"Elite Telecom," "We," "Our," and "Us" means NetworkIP, LLC (d.b.a. Elite Telecom).

"Service" means the International Long Distance (ILD) Service provided by Elite Telecom which provides the Consumer with international calling capability.

"Consumer", "You" and "Your" means the end-user of the Service and also the owner of the Account.

"Website" is the website found at [www.boostmobile.com](http://www.boostmobile.com) or such other location as designated by DISH and contains the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the specific Service.

"Unlimited Minute(s)" refers to calling specific international destinations that have an unlimited number of minutes available, subject to the limitations described in this Agreement.

You can also request information about the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the Service by calling toll free at (888) 491-4979. This Agreement incorporates by reference the Service's prices, charges, restrictions and the terms and conditions for using the Service and/or owning an Account, as well as any disclosures, provisions, limitations or other information provided with, or printed on any promotional materials associated with the Service.

## **International Calling Features**

## **Unlimited and Capped minutes Service offerings**

Add-on, Top-up or included Bundled Service offerings provisioned to Your Account, may include Capped or Unlimited Minutes to specific international destinations.

If Your Service offering includes Capped Minute destinations, You will receive monthly credits that will be debited based on the number of minutes You consume to specific destinations. Your credit for Capped Minute destinations can be consumed calling a single destination or pooled/shared with calls to multiple destinations. For example, if You consume 5 minutes to call Cuba, Your available minutes for additional calls to Pakistan would be reduced. The system will prompt you with the available or remaining minutes that can be consumed on each destination attempted. Please note that Your available credit and minutes are renewed at the start of each billing cycle for Bundled and Add-on Services. All calls for Capped Minute Service offerings are billed in one-minute increments.

If Your Service offering includes Unlimited Minutes, it is provided solely for live dialogue between, and initiated by, two individuals for personal use and not for commercial use or resale. **UNLIMITED DOES NOT MEAN UNREASONABLE USE.** To minimize unreasonable use, each Account with Unlimited Minutes provisioned will be allowed to call up to 20 unique destination numbers per billing cycle which expire 30 days after initial funding or last renewal. The number of personal use calls to these unique destination numbers is not limited and automatically resets when the Your Account is renewed. The Unlimited Minutes destination(s) being called does not consume any credit values provided with the Service, unless the unique destination number limit is exceeded and Top-up Service is purchased.

If Top-up Service is purchased a separate credit value is added and expires 180 days after last use or 30 days after Your Account suspension. This separate credit value is only consumed if Your monthly credit has been exhausted or the limit on unique destination number is exceeded for Unlimited Minutes. There are no additional fees or surcharges associated with the Services. **You may review a list of destinations and their respective minute limits here**. The terms and conditions of the Service, including the minutes and/or available destinations in conjunction with the use of the Service are subject to change at any time without prior notice.

You may contact Customer Care at (888) 491-4979 if You have any questions about the Services, including the international calling, available minutes or available destinations associated with the Services.

## **Suspending/Canceling the Service**

If We have reason to believe that You or someone else is abusing the Service fraudulently or unlawfully through Your Account, or if Your form of payment for the Service is canceled, disabled, discontinued or otherwise dishonored, We reserve the right to immediately suspend, restrict, deactivate or cancel the Service and close Your Account without advance notice. In the event of suspension or cancellation of the Service due to any other aforementioned reasons, Elite Telecom may from time to time discontinue offering the Service, or if necessary, cancel all Accounts, immediately upon a determination by any governmental authority that the provision of the Service is contrary to any law, rule or regulation or upon Your violation of this Consumer Agreement.

The Unlimited ILD Service may not be used for any other purposes, including, but not limited to, loaning or renting Your handset to third parties, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals. If usage, dialing or calling patterns We deem connote non-personal use, We reserve the right to suspend, terminate or restrict Your Services with no prior notice and not allow You to reactivate the Service.

Elite Telecom and DISH are not responsible for any ancillary costs incurred by You, including but not limited to, cell phone provider charges or fees and/or penalties incurred by the Consumer in the event the Consumer uses the Service for any unlawful purpose.

### **Restrictions on Use; Intellectual Property**

All of Elite Telecom and DISH trademarks, service marks, symbols, logos, other identifying indicia and the intellectual property rights thereto (collectively "Marks") are the property of Elite Telecom or DISH and You shall have no right in or to the Marks or any right to use the Marks including any and all Marks associated with the Service and the Website. You are not permitted to commercially resell the Service or to print, produce, sell or distribute anything containing the Marks or to sell or distribute any telecommunication products that use or are associated with the Service.

### **Indemnification**

You agree that Elite Telecom or its authorized clients shall not be responsible for any third party claims against Elite Telecom, DISH and/or You that arise from Your use of the Service or Your Account. Further, You agree to reimburse Elite Telecom and or DISH for all costs and expenses related to the defense of any such claims, including attorneys' fees, unless such claims are based upon Our willful misconduct or gross negligence. This provision will continue to remain in force after the Agreement expires or is otherwise terminated.

### **Limitations of Liability**

This section describes Elite Telecom's or its authorized clients' responsibility for any claims for damages You may assert arising out of the failure of the Service or any other claims You may assert in connection with the Service, or in connection with the transfer of funds to Your Account or with this Agreement. We are not liable for any Service failures. Except as otherwise expressly provided herein, We and Our affiliates, authorized distributors, clients, partners, directors, officers, members and employees are not liable to You or to any third party for any costs, liabilities or damages arising either directly or indirectly from any cause, action or claim relating to the Service, the Website and/or the telecommunication services underlying the Service, including without limitation any actual, incidental, consequential, exemplary, punitive, reliance or special damages, or for any claims for loss of revenue, lost profits, lost use, data, or goodwill or for lost business opportunities of any kind or nature whatsoever. These limitations apply even if the damages were foreseeable or We were told that they were possible, and these limitations apply whether the claim is based upon contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. We will not be liable for any damages if the telecommunication services underlying the Service are interrupted, or if there is a problem with the interconnection of the Service with the service, products or equipment of some other party.

This section will survive the expiration or termination of the Agreement. Because some jurisdictions do not permit the exclusions or limitation of incidental or consequential damages, Elite Telecom's liability in such jurisdictions shall be limited to the extent permitted by law.

## **Warranties**

You acknowledge that (a) the Service is provided by Elite Telecom "AS IS", and (b) we make no warranty to You or to any third party whatsoever, directly or indirectly, express, implied or statutory, as to the suitability, durability, description, quality, title, non-infringement, merchantability, completeness or fitness for use or purpose of the Service or any Elite Telecom product associated with the Service. All such warranties are hereby expressly excluded and disclaimed. We also make no warranty that the Service will be uninterrupted or error free. We do not authorize anyone, including, but not limited to, Elite Telecom employees or clients, to make any warranties on Our behalf and You should not rely on any such statement. Your use of the Service is solely at Your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to You.

## **Miscellaneous**

### **Emergency Calls**

Elite Telecom's applications and services are not a replacement for Your cellular service and You will not be able to make emergency calls (e.g. 911) using them. If You do attempt to make an emergency call while using Our application or services, the application will close and the call will be attempted using Your phone's native dialer over any available cellular network. Our services do not prevent You from using Your phone to make emergency calls, however cellular service may not be available everywhere. If You are in a location without cellular service You will need to make other arrangements. Emergency calls are NOT supported outside the domestic USA.

### **No Third Party Rights**

This Agreement does not provide any third party (i.e., a party that is not a party to this Agreement) with a remedy, claim, or right of reimbursement.

### **Acts Beyond Our Control**

Neither You or Elite Telecom or DISH will be responsible or liable to the other for any failure to perform duties under this Consumer Agreement where that failure is due to an act outside the reasonable control of You, Elite Telecom, or DISH (Force Majeure Event), including but not limited to the failure to perform due to any of the following: fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, or acts of regulatory or governmental agencies.

### **Assignment**

We can assign all or part of Our rights or duties under this Agreement without notifying You. If We elect to make such an assignment, We will have no further obligations to You under this

Agreement or in connection with Your purchase or use of the Products. You may not assign this Agreement without Our prior written consent.

### **Notices**

Any notice from Elite Telecom to You under this Agreement will be provided by one or more of the following: on Our Website, a recorded announcement on a Product, letter, or a call to a telephone number provided by You.

You may contact Us by mail at:

Elite Telecom  
119 W. Tyler Street  
Suite 100  
Longview, TX  
75601

You may contact DISH by mail at:

DISH Wireless Leasing, LLC  
9601 Meridian Boulevard  
Englewood, CO  
80112

### **Severability**

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

### **Governing Law**

This Agreement will be governed by the laws of the State of Texas, without regard to its choice of law rules. This governing law provision applies no matter where You reside, or where You use, purchase or pay for the Products.

### **Entire Agreement**

This Agreement (which incorporates by reference the Website Terms of Use) constitutes the entire agreement between You and Elite Telecom and DISH and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in the Changes to the Agreement section below. No written or oral statement, advertisement, or service or product description not expressly contained in the Agreement or the Website will be allowed to contradict, explain, or supplement this Agreement or the Service. Neither You nor Elite Telecom is relying on any representations or statements by the other party or any other person that is not included in this Agreement.

### **Changes to the Agreement**

This Agreement may only be changed in the manner provided for in this section. Elite Telecom or DISH may change this Agreement and the information contained elsewhere on the Website from time to time. All such changes will be effective at the time of posting on the Website. You may also request a copy of the revised Agreement by calling CustomerCare toll free at (888) 491-4979.