

Thumb Cellular Data Services-Important Information & Acceptable Use Policy

Requires a compatible phone for feature use. Not all features are capable with all devices. Owner is responsible for all data charges. Data use applies to all browsing, downloads and sent and received messages. Data use allowance and overage rates depend on the service plan selected. All data use is billed in kilobytes with each session rounded to the next highest kilobyte. Service is only available when accessing a tower that is data enabled.

Picture/Video Messaging: Thumb Cellular offers plans that include the ability to send and receive pictures. If you do not have a plan that includes picture and video messaging, you will be charged \$0.75 per message for any picture or video sent or received. Sending and receiving picture messages is available in the home area and may be available while roaming depending on your data plan. Charges will apply for picture messages sent from your phone, even if not delivered to the intended recipient due to system or compatibility issues.

BREW: BREW is available on many of Thumb Cellular's phones. BREW offers you the opportunity to download content to your phone, including such things as ringtones, games, custom weather and other applications. Ringtones can only be downloaded with a BREW capable phone. Downloaded applications cannot be transferred if phone is returned, upgraded, exchanged, lost or stolen. Not all BREW applications are available on all BREW phones. BREW is a trademark of QUALCOMM, Inc.

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Permissible Uses: Data Service sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; (iii) Sending and receiving pictures; and (iv) Browsing the BREW platform.

Prohibited Uses: Unless specifically outlined by your rate plan, prohibited uses include, but are not limited to, using Services: (i) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, continuous file transfers, continuous internet browsing, continuous streaming video, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications; (ii) as substitute or backup for private lines or dedicated data connections; (iii) for Voice over IP; (iv) in conjunction with WWAN or other applications or devices which aggregate usage from multiple sources prior to transmission; (v) using the Services for any activity that adversely affects the ability of other people or systems to use the Services or other parties' Internet-based resources including, but not limited to excessive consumption of network or system resources (whether intentional or unintentional) and "denial of service" (DoS) attacks against another network host or individual user; (vi) interference with or disruption of other network users, network services or network equipment; (vii) for uploading, downloading or streaming of video content (e.g. movies, TV), music or games; (viii) for any applications that tether the device (through the use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth or any other wireless technology) to laptops, PCs, or other equipment for any purpose; (ix) as a medium to distribute mass, unsolicited or otherwise unlawful mail and/or content. Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage, which Thumb Cellular may determine in its sole and complete discretion. Thumb Cellular reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm. Which may impact legitimate data flows. You may not send solicitations to Thumb Cellular subscribers without their consent. You may not use the Services other than as intended by Thumb Cellular and applicable law. Plans are for individual use only and are not for resale. While in a data session, you will be unable to make/receive voice calls.

Security: THUMB CELLULAR DOES NOT GUARANTEE SECURITY. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures. Thumb Cellular recommends the use of firewall, Anti-Virus, Anti-Spam, Anti-Spyware and Anti-Malware hardware/software.