Mobile.net

Terms and Conditions

Welcome to Mobile.net. The Mobile.net website, Mobile.net mobile and iPad apps, and our mobile Mobile.net site are collectively the "Mobile.net Properties" and each individually is a "Mobile.net Property." The Mobile.net Properties are owned and operated by ADX Labs, LLC. By using any Mobile.net Property and its related services, products, and software, you agree to be bound by these terms and conditions ("Terms"). You also accept the Terms when you create an account, make a purchase as a guest, or log in to any Mobile.net Property. Additional or separate terms may apply to your interactions with other Mobile.net websites, Mobile.net, and to your use of individual services or features available on a Mobile.net Property, such as reviews. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will govern. References to "Mobile.net, "our," "we," or "us" may refer to ADX Labs, LLC. and its affiliates, subsidiaries, and designees. We may make changes to any Mobile.net Property and the Terms. It is your responsibility to review the Terms for updates or changes. If you do not agree with the Terms, you should not use the Mobile.net Properties.

Use of the Mobile.net Properties

You may use the Mobile.net Properties for your personal, noncommercial use only. You may not use any Mobile.net Property if you are under the age of 13. If you are between the ages of 13 and 18, you may use the Mobile.net Properties only with involvement of a parent or guardian.

Privacy

Your use of the Mobile.net Properties is subject to our <u>Privacy Policy</u>. Please review the policy for more on how we collect and use information.

Information on Our Site

We try to be as accurate as possible with the information we present on the Mobile.net Properties. We will make reasonable efforts to accurately display the attributes of the products we sell. We do not warrant that product descriptions or other content is accurate, complete, or error free. Prices and promotions are subject to change, and may vary from those offered in other Mobile.net Properties. We cannot confirm the availability or price of an item until you place your order. Despite our best efforts, sometimes an item in our catalog may not be available, the offer may have been misstated, or an item may be mispriced. For any of these reasons, we may cancel your order or we may contact you for instructions on the order.

Proprietary Rights

All content included on or comprising the Mobile.net Properties, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "Content") is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is protected as a collective work under U.S. and international copyright laws, and Mobile.net owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content. You may not remove or modify any copyright, trademark or other proprietary notice contained in any Content you use, and you may not modify or alter the Content, copy or post the Content on any network computer, or broadcast the Content in any media. You may not copy, scrape, frame, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part. The Mobile.net and Geek Squad logos and other trademarks on the Mobile.net Properties are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Mobile.net and may not be reproduced, copied, or

manipulated in any manner without the express, written approval of the trademark owner.

User Generated Content: Reviews, Comments, Communications, and Other Content You may interact with the Mobile.net Properties in numerous ways. You hereby grant Mobile.net a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete, and distribute any information (except order information sent via email or phone) or materials you share with us throughout the world in any media, including when you allow Mobile.net to feature, text and images shared through social media. You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. When you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening, or harassing.

Notification of Copyright Infringement Under the Digital Millennium Copyright Act (DMCA)

If you believe that your copyrighted material may have been infringed, please provide the Mobile.net Copyright Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
- Identification of the material that is claimed to be infringing or to be the subject of infringing
 activity and that is to be removed or access to which is to be disabled, and information
 reasonably sufficient to permit us to locate the material
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, your email address
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate, and under penalty of perjury, that
 you are authorized to act on behalf of the owner of an exclusive right that is allegedly
 infringed

The Mobile.net designated agent to receive notifications of claimed infringement can be reached by:

Mail: DMCA Agent Legal Department, 120 South 6th Street, Minneapolis, MN 55401

E-mail: support@mobile.net

For additional information regarding this procedure, please reference 17 USC 512.

Disclaimers and Limitation of Liability

MOBILE.NET PROVIDES THE MOBILE.NET PROPERTIES AND ALL INFORMATION, CONTENT, AND OTHER MATERIAL MADE AVAILABLE THROUGH THE MOBILE.NET PROPERTIES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MOBILE.NET PROPERTY WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

ANY WARRANTY ON ANY PRODUCT SOLD THROUGH A MOBILE.NET PROPERTY IS PROVIDED BY THE MANUFACTURER OF THAT PRODUCT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOBILE.NET WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO YOUR USE OF ANY MOBILE.NET PROPERTY OR ANY PRODUCT OR SERVICE PURCHASED THROUGH A MOBILE.NET PROPERTY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS YOU PURCHASE THROUGH A MOBILE.NET PROPERTY OR MOBILE.NET GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS

Links to Third-Party Websites

The Mobile.net Properties contain links to other sites operated by third parties ("Third-Party Site(s)"). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. Mobile.net does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content, products, or services. A link to a Third-Party Site on a Mobile.net Property does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site. The conditions of use and privacy policy of any Third-Party Site may differ substantially from these Terms. Please review the conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

Export

Certain software or other materials ("Software") that you may obtain through the Mobile.net Properties may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and regulations, and you will not transfer, or encourage, assist, or authorize the transfer of any Software to a prohibited country or otherwise in violation of any restriction, law, or regulation.

Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device. You agree to not share your account credentials with others. You may use the Mobile.net Properties only for lawful purposes. Activities including, but not limited to, tampering with any Mobile.net Property, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the Mobile.net Properties are prohibited.

You may not violate or attempt to violate the security of the Mobile.net Properties, including by, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any Mobile.net Property for unintended purposes or trying to change the behavior of any Mobile.net Property; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to any Mobile.net Property, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; or (f) forging communications on behalf of Mobile.net (impersonating Mobile.net) or to any Mobile.net Property (impersonating as a legitimate user). You may not send unsolicited or unauthorized email on behalf of Mobile.net, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Terms. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of any Mobile.net Property or any activity being conducted on any Mobile.net Property. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Mobile.net Property other than the search engine and search agents we provide and generally publicly available browsers.

Disputes

You and Mobile.net each agree that, except as otherwise noted below, any dispute or claim arising out of or relating in any way to these Terms, or to any products or services sold or distributed by Mobile.net, whether in store, in your home, over the phone, or online, including, but not limited to, the advertising of or sales practices relating to such products and services, delivery, installation, and any communication, by whatever means, between you and Mobile.net, will be resolved by binding, individual arbitration, rather than in court. Disputes and claims that are within the scope of a small claims court's authority are exempt from this dispute resolution provision, so long as they are brought individually.

BY AGREEING TO ARBITRATION, YOU AND MOBILE.NET UNDERSTAND THAT EACH IS AGREEING TO WAIVE ITS RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND ITS

RIGHTS UNDER THIS CONTRACT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and the form for filing an arbitration claim are available at www.adr.org. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees (but not any attorney's fees) for claims totaling less than \$10,000 unless the arbitrator determines your claims are frivolous. Likewise, Mobile.net will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver provision is invalid or unenforceable may be determined only by a court and not by an arbitrator. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

Applicable Law

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES OR CLAIMS BETWEEN YOU AND MOBILE.NET.

Termination of Use

We may, in our sole discretion, terminate your account or your use of the Mobile.net Properties at any time. You are personally liable for any orders that you place or charges that you incur prior to termination. We may change, suspend or discontinue all or any aspects of any Mobile.net Property at any time without prior notice.