

Datavo Mobile
Chit Chat Mobile
AF Mobile
TERMS & CONDITIONS OF SERVICE

These Standard Terms & Conditions of Service apply to the services provided by Blue Casa Mobile, LLC d/b/a ZING PCS, d/b/a Chit Chat Mobile, d/b/a Datavo Mobile and d/b/a AF Mobile (“the Company”). The Company may modify these Terms and Conditions from time to time at its discretion or as may be required by applicable law. Any changes or modifications to these Terms and Conditions will be binding once posted on the Company’s website at www.datavomobile.com, www.chitchatmobile.com and www.myafmobile.com, subject to any applicable prior notification requirements required by applicable law. By subscribing to, or using or attempting to use the Company’s service, you will be deemed to be in agreement with, and bound by, these Terms and Conditions.

Activation of account will occur when sufficient funds are added. Monthly service charges are not refunded or prorated if service is terminated or modified before your next payment date. Unused monthly services, including, but not limited to, plan minutes, messages or data allotments, expire at the end of each month or when a customer switches service plans and do not carry forward. Partial minutes of use are rounded up to the next whole minute.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS INCLUDE A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER

If you do not want to accept these Terms and Conditions, notify the Company immediately at mobilesupport@datavo.com or 888-777-6561 to cancel your service and discontinue all further use of the Company’s service and any Company-provided handset not purchased by you.

COVERAGE AREA. The Company’s wireless service can be used only within areas served by the Company’s underlying network provider and other networks allowing your use. Various factors may affect or limit actual coverage within these areas. The Company’s coverage maps depict approximations of outdoor coverage and may include areas for which the Company’s service is not available or does not work properly. Actual coverage may differ substantially from the area shown on the maps, as coverage may be affected by terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. The Company does not guarantee coverage or network availability.

SERVICE LIMITATIONS. The Company’s service uses radio transmissions and therefore may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Service may be affected by conditions beyond the Company’s control, including atmospheric, geographic, or topographic conditions, or if your handset is damaged. Gaps in coverage within our estimated coverage areas, along with other factors both within and beyond the Company’s control,

may result in service interruptions, slower data speeds, or lower quality of service. Therefore, using the Company's service outdoors even under optimal conditions does not always mean that service will always be available under all circumstances, at all times or without interruption. For example, if a cellphone transmitter station loses commercial or back-up power, you may not be able to make a call even if your handset is fully charged and you are in a location where you can usually make calls.

THIS MEANS THAT THE COMPANY CANNOT ASSURE YOU THAT IF A 911 CALL IS PLACED BY YOU THE CALL WILL BE COMPLETED. AND, EVEN IF YOU CAN COMPLETE A 911 CALL, EMERGENCY RESPONSE PERSONNEL MIGHT NOT BE ABLE TO DETERMINE YOUR LOCATION. Wireless handsets can often be located using satellite signals or other special wireless technologies. However, the same types of conditions that can interfere with your ability to complete wireless calls can also interfere with these handset locating capabilities. For example, although you may be able to make an emergency call while indoors, your handset may not be able to connect to the satellite signal that is needed to locate you. Also, some emergency response agencies may not have the ability to utilize wireless locator technologies. Therefore, you should ALWAYS BE PREPARED TO PROVIDE YOUR ACTUAL LOCATION WHEN MAKING AN EMERGENCY CALL.

UNLIMITED DOES NOT MEAN UNREASONABLE USE. To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use our service in a manner that interferes with another customer's use of our service or disproportionately impacts the company's network resources. The Company reserves the right, without notice or limitation, to terminate individual calls, or after providing notice to you, offer you a different service plan with no unlimited usage components, limit data throughput speeds or quantities, or deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited voice or data uses detailed below or if The Company, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. **Examples of Prohibited Voice Uses.** The Company's voice services are provided solely for live dialogue between, and initiated by, two individuals for personal use & as otherwise described in this policy. The Company's voice services may not be used for any other commercial purposes including, but not limited to, 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. **Examples of Prohibited Data Uses.** The Company's data services are provided solely for purposes of web browsing, messaging, and similar data activities. You may not use the data service: (1) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines; (2) as a substitute or backup for private lines or frame relay connections; (3) to send or receive unusually high numbers of messages; (4) to engage in atypical web usage behaviors; (5) for any activity that adversely affects the ability of other people or systems to use either our wireless services or other parties' Internet-based resources; and (6) for any other reason that, in our sole discretion, harms our network. **UNLIMITED USE PLANS.** If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" does not mean unreasonable and plans are subject to the Company's Prohibited Network Uses and the Company's General Terms and Conditions.

CREDIT FOR OUTAGES. If your service is interrupted for 24 or more continuous hours by a cause within the Company's control, the Company will issue you, upon written request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period the service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period of usage allowances. The Company's liability to subscribers for any service failures is limited solely to the credit set forth above.

LIMITATION OF LIABILITY. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR HANDSETS, AND IN NO EVENT SHALL THE COMPANY BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) damage or injury caused by the use of service or device, including use in a vehicle; (c) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by the Company; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

In no event, will the Company be liable for any indirect, special, punitive, incidental, or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or any device provided by or through the Company, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

NO DISCLAIMER OR OTHER LIMITATION OF ANY LIABILITY IN THIS AGREEMENT IS INTENDED TO APPLY TO THE EXTENT IT IS CONTRARY TO LAW OR PUBLIC POLICY.

The foregoing disclaimers and limitations of liability will survive termination or expiration of your service with the Company.

INDEMNITY. To the full extent allowed by law, you hereby release, indemnify, and hold the Company and its members, officers, directors, employees, and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by the Company or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE, ACTIVE OR PASSIVE, OF THE COMPANY. This obligation shall survive termination or expiration of your service with the Company.

SEVERABILITY. In the event that all or any portions of the foregoing Limitation of Liability and Indemnity provisions are unenforceable as contrary to law or public policy, such unenforceable provision or portions thereof shall be deemed severed from the agreement between the parties and shall not affect the enforceability of any other provision or portions thereof.

DISPUTES: YOU MUST NOTIFY THE COMPANY IN WRITING WITHIN (90) DAYS OF THE DATE OF ANY EVENT GIVING RISE TO ANY DISPUTE INCLUDING, BUT NOT LIMITED TO, A DISPUTE OVER ANY CHARGES, ANY SERVICE PROVIDED, OR ANY EQUIPMENT PROVIDED TO YOU, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGES (OR RAISE DISPUTES RELATING TO SERVICES, OR EQUIPMENT) AND WAIVED YOUR RIGHT TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. ALL DISPUTES MUST BE IN WRITING AND SENT TO:

Blue Casa Mobile, LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101
Email: mobilesupport@datavo.com

DISPUTE RESOLUTION BY BINDING ARBITRATION. All disputes and claims that arise between you and the Company can only be resolved through binding arbitration and not a court trial or other action in any court of general jurisdiction. **The sole remedy for any dispute or claim shall be binding arbitration on an individual basis, rather than by a jury trial or class action. Binding arbitration limits the remedies available to you in the event of a dispute or claim. Binding arbitration is on an individual basis exclusively and class arbitrations, class actions, or other representative actions are hereby excluded as a remedy.**

The Company and you agree that each is waiving the right to a trial by jury or to participate in a class action and that the Federal Arbitration Act will govern the interpretation and enforcement of any dispute or claim brought by you or the Company.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, disputes or claims arising out of or based in contract, tort, statute, fraud, misrepresentation, disputes or claims relating to advertising, or any other legal theory, and disputes or claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's disputes or claims, and may not otherwise preside over any form of a representative or class proceeding.

Either party who intends to seek binding arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company must be sent to:

Blue Casa Mobile, LLC
114 E. Haley Street, Suite A
Santa Barbara, CA 93101

The Notice must (1) contain a description of the facts and basis of the claim or dispute; and (2) the specific relief the party is seeking. If the Company Wireless™ and you do not reach an agreement to resolve the dispute or claim within 30 days after the Notice is received, you or the Company may commence a binding arbitration proceeding. During the binding arbitration, the amount of any

settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which the other party is entitled. The binding arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by these terms and conditions. The only issues that are outside the scope of the arbitrator are issues, if any, relating to the scope and enforceability of the arbitration provision. If the arbitrator finds that either the substance of the filer's claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of any fees will be governed by the AAA Rules.

Any arbitration award may be enforced through an action brought in a court of appropriate jurisdiction.

These binding arbitration provisions shall survive termination or expiration of your service with the Company.

HANDSETS. A compatible handset (cell phone) is required for use of the Company's service. If the Company provides a free handset for your use, the handset may be either new or refurbished, and the particular makes and models provided will be selected and dispensed at the Company's sole option. Further, the Company reserves the right to substitute or replace any such handsets at any time in its sole discretion. The Company does not manufacture any handsets that may be furnished to you and, as set forth above, the Company makes no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, or performance. In the event of any defect in or malfunctioning of any handset that we furnish you free of charge, you may return the handset to the Company for replacement within ninety (90) days of the date it is furnished to you. Your return must include the original handset, the original battery, the original battery cover (if applicable), and the original charger. The ESN on all returned handsets must match the ESN from your account. This return policy does not apply to any damage or destruction resulting from abuse or negligence on your part or any third party.

In case of loss, damage, or destruction due to negligence or abuse by you or any other person of any of handset provided by the Company, you will be held responsible for the cost of restoring the handset to its original condition or replacing the handset. In addition, if a handset is stolen, you will be responsible for usage and all charges, of any nature, incurred in connection with use of the handset until the theft is reported to the Company.

CHARGES.

General. The Company provides service on a postpaid and prepaid basis at the rates and charges applicable to the service plan that you select from among the Company's available service plans. Rates, offers and programs are subject to change at the Company's sole discretion without notice.

You are responsible for paying all charges for or resulting from services provided by the Company through use of your handset, whether or not such use has been authorized by you. Charges may include, without limitation: activation, recurring monthly service, airtime (voice, text messaging, data, as applicable), roaming, optional feature charges; directory assistance charges; administrative,

returned-check and late payment charges; network and other surcharges; and any other charges or calls charged to your phone number.

Payment for all charges must be made in advance or in accordance with applicable customer plan and charges. If you have a sufficient remaining airtime balance in your prepaid non-unlimited account, the Company will offset charges by reducing available airtime. Airtime minutes available under unlimited airtime plans cannot be used to offset any charges. If you have service under an unlimited airtime plan, or if you have an insufficient airtime balance under any other plan or card, you must purchase additional airtime in order to be able to use chargeable services. Airtime, when used to offset charges will be decremented based on a value of \$1.00 per minute of voice airtime, 1.00 per message of texting airtime, or \$2.50 per KB of data airtime.

Unless otherwise specifically provided for hereunder, any unused allotment of airtime from one monthly period will not carry over to the next monthly period.

Taxes/Surcharges: Subject to any applicable exemptions, you are responsible for paying all applicable surcharges, fees, taxes, and regulatory charges, including, without limitation, assessments by the Company to recover Federal Universal Service Fund ("FUSF") contributions. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and changes to applicable contribution amounts for the FUSF will be effective as specified by the FCC. Other regulatory charges may become effective immediately. The Company will automatically deduct all applicable surcharges, fees, taxes, and regulatory charges from your available airtime minutes or will assess such taxes, surcharges, and fees at the time you pay for any services, equipment, refill denominations, or other airtime purchases.

Usage Measurement. Voice airtime is decremented (charged) against any usage allowance in full-minute increments, with each less than full minute of usage rounded up to the next full-minute increment at the end of each call. The Company charges for all incoming and outgoing calls to and from your phone.

Chargeable time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable time ends after you press END (or similar key), but not until your wireless telephone's signal or call disconnect is received by our facilities and the call disconnect signal has been confirmed. No credit is given for dropped calls.

You may make calls to 800, 866, 877, and other toll-free numbers. Standard voice airtime charges apply to calls to toll-free numbers, except under unlimited airtime plans.

Chargeable voice airtime (and, where applicable, access fees) applies when using features, including Call Waiting, Call Forwarding, and Three-Way Calling. Airtime charges apply to all calls simultaneously. Voice airtime charges apply to voice mail message retrieval.

Roaming: Roaming occurs when the physical location of the user's handset requires the transmission of the call to and from the handset using the facilities of another wireless service provider. Charges for roaming are determined based on the location of the transmitter site receiving and transmitting the call, not the location of your handset. Availability, quality of coverage and services while roaming

are not guaranteed. Per minute usage charges apply during roaming in addition to standard voice airtime.

International Long Distance: The Company's service may be used to make international calls and calls from the fifty U.S. states to off-shore U.S. locations outside of the fifty U.S. states, but additional per minute rates apply. The actual rates and the available countries are subject to change without prior notice. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and also applies to dropped calls, misdialed numbers, and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. The Company reserves the right to block calls to any international location without notice, and to suspend or terminate international calling capability without notice. Call Forwarding is blocked to all international locations. Customers may request blocking of all calls to international destinations and off-shore U.S. points outside of the fifty U.S. states.

Domestic Text Messages: Text airtime is decremented for each text message sent or receive.

International Text Messages: Charges apply for all international text message to or from international destinations and off-shore U.S. points outside of the fifty U.S. states. International text messages are charged at the rate of \$1.00 for each international text sent or received. Where available, you may, request blocking of text messages to or from international destinations and off-shore U.S. points outside of the fifty U.S. states.

Data: Data usage is charged in 1 kilobyte (KB) increments and access is rounded up to the next full kilobyte at the end of each data session. Data usage is measured and charged whenever the handset is connected to the network and is engage in sending or receiving data, including transmissions in connection with applications operating in the background, with or without your permission.

Additional Airtime and Usage:

If you on the Zing PCS network and run out of your monthly allotment of airtime, you may purchase and add airtime to your phone by purchasing top-up airtime at participating retail outlets or by making credit card purchases by calling 611 for free or contacting the Company at www.datavomobile.com.

The purchase of any top-up airtime is non-refundable. The Company's charges for top-up airtime rate plans are subject to change without prior notice.

MISCELLANEOUS.

Calling Scope: The Company's service allows calls to be originated and terminated over voice grade connections to and from the public switched telephone network (PSTN) between points anywhere within the fifty United States, without any differentiation in airtime charges, but roaming charges may apply in some cases.

Calling Restrictions: Calls to 900/976 numbers cannot be made using the Company's service. The Company may block access to certain other categories of numbers (e.g., international destinations) at its sole discretion

Non-Transferability: Your account, including any airtime balances, is non-transferrable.

Ownership of Telephone Numbers: Subscribers acquire no proprietary interest in any telephone number assigned to their accounts.

Availability of Services: The Company's services are provided at its sole discretion. Subject to compliance with applicable laws, the Company may modify or withdraw any or all service offerings at any time.

Limited Ability to Use Handset Following Exhaustion of Usage Allowance. Your handset will only operate for calling, texting, or data usage when you have the applicable airtime allowance available. However, if your voice airtime allotment runs out, you will still be able to make emergency 911 calls and calls to 611 customer service so long as your service remains activated. The Company also notes that while it is unable to control 911 call completion after service deactivation, the underlying carrier provides 911 call completion in compliance with all applicable laws and regulations, which means that it may be possible to complete 911 calls on non-service-initiated (or unsubscribed) handsets.

Service Only for Non-Commercial Personal Use: The Company's services are provided solely for non-commercial, personal use, such as voice calls between two individuals, text and picture messaging (if available) and internet browsing and downloading of content (if available). Other uses have the potential to disrupt reliable service to other subscribers or have an unreasonable impact on network resources, and are therefore considered abuse of the service and are prohibited. Except as specifically provided for in the subscriber's service plan, such prohibited uses include, but are not limited to, utilization of the Company's service for connection to servers, connection to computers, connection to web cameras, connection to machine-to-machine, connection to dedicated data connections, telemarketing purposes, autodialing purposes, transmission of broadcasts, transmission of recorded material, tethering purposes, continuous mobile to mobile voice calls, continuous mobile to landline voice calls, automated text or picture messaging to another mobile device, automated text or picture messaging to another e-mail address, conference call purposes, use with monitoring services, auto-redial purposes, streaming of audio or video data, broadcast purposes, automatic data feed purposes, peer-to-peer (P2P) file sharing purposes, backup for private line purposes, or any and all commercial uses.

The Company reserves the right to determine at its sole discretion whether prohibited use is taking place and to take steps to stop or prevent such abuse, such as by terminating the availability of the subscriber's access to unlimited airtime and placing the subscriber on a pay-as-you-go prepaid plan. Additionally, the Company reserves the right to terminate or suspend service in the event of abuse.

Other Restrictions on Service Use. The Company's service must not be sold or resold to another party. You are responsible for all calling activity that occurs using your wireless handset, including all content transmitted using your handset. The Company reserves the right to, without notice, block access to certain categories of numbers or certain web sites, in its sole discretion, if the Company experiences excessive billing, collection, fraud problems, misuse of its network, abnormal calling patterns, including repeated calls of an extended duration or a large number of repetitive calls to a

particular number or numbers, or usage that may be harmful or disruptive to the Company's systems or other subscribers' reasonable ability to use the Company's services. You must not use the Company's services: (a) in a way that could cause damage or adversely affect any of the Company's other customers or its reputation, networks, property, or services; or (b) in any way prohibited by the any applicable terms or conditions, or the Company's published policies, including the Acceptable Use Policy and Visitors Agreement, which are available on the Company's website. The Company may, but does not have an obligation to, refuse to transmit any information through the Company's service and may screen, filter, and delete information prior to delivery to any subscriber at the Company's sole discretion, when consistent with applicable law.

The Company may modify or cancel any service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of the Company's terms and conditions.

Privacy:

Caller ID: Technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information when you make a call using your handset. If so, your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability and may also be shown on the bill of the person receiving your call.

CPNI: Applicable Laws require the Company to take steps to protect certain information, known as "customer proprietary network information" or "CPNI" from unauthorized disclosure or use. Among other things, the Company will require verification of your identity before you are permitted to access your account, whether to make changes to your service, , including, but not limited to, suspending, deactivating, adding new service, or changing service, or to obtain usage details, account balances, or other regarding your account or service. Consistent with applicable laws, the Company will provide information relating to your service or account, including CPNI, upon the direction of any person able to provide information the Company deems sufficient to identify such person as the Company subscriber.

Notifications from the Company: Consistent with applicable laws, the Company or its authorized agents may contact you by regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to inform you about our services or other matters the Company may believe to be of interest to you.

Complete Agreement

These Terms and Conditions, together with applicable supplements and applicable schedules of rates and charges published by the Company, make up the complete agreement between you and the Company, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement.