SERVICE PLAN, EQUIPMENT AND PAYMENT TERMS

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These Service Plan, Equipment and Payment Terms which are made available by STS Media, Inc. d/b/a FreedomPop (“FreedomPop”) form an integral part of the FreedomPop Terms of Service (together with any other terms and conditions, rules or policies applicable to the use of the site and services, the “Terms”) that govern your use of the site and services (each as defined in the Terms). If you do not agree with any of these terms, do not access or otherwise use this site, any services made available through this site or any information contained on this site. Your use of this site and services shall be deemed to be your agreement to abide by all of the terms and conditions applicable to your use of the site and services. FreedomPop may make changes to the content and services offered on this site at any time. FreedomPop can change, modify or add or remove provisions of these terms at any time by posting updated terms on this site and/or by providing you with notice of such changes by email using the email address that you have provided to us. If any change, modification, additional provision or removal of a provision is unacceptable to you, you must stop using this site and the services. If instead, you continue to use this site or the services, you will be conclusively deemed to have accepted the change. Capitalized terms used but not defined below, shall have the meaning set forth elsewhere in the terms.

FreedomPop Broadband Service Monthly Plans

FreedomPop offers a variety of monthly plans (each a “Monthly Plan”) for its Broadband Service consisting of: (a) a free Monthly Plan providing a broadband data allocation of 500mb each month at no cost to you; and (b) prepaid Monthly Plans providing specified capacity limits of broadband data each month. All subscribers of FreedomPop’s Broadband Service must choose a plan to activate the Broadband Service.

Prepaid Monthly Plans are set up as recurring charges. Your subscription will continue to recur until you cancel your Broadband Service by using the Support feature on our Site, or by calling FreedomPop at (888) 743-8107.

Types of Prepaid Broadband Service Monthly Plans

Month-to-Month Plans. If you purchase a month-to-month plan, you will be able to use the Broadband Service for each consecutive monthly period that has been paid in advance, as described in your order confirmation or purchase receipt. For example, if you purchase a month-to-month subscription to the Broadband Service and your billing cycle begins on the eighth day of the month, then you will be charged on the eighth day of the following month and each month thereafter, and your Broadband Service subscription will continue for consecutive monthly periods as long as you continue paying in a timely way.

Extended Term Plan. In order to receive more favorable pricing, some of the Broadband Service Monthly Plans that we offer require you to maintain Broadband Service with FreedomPop for a minimum period, usually two (2) years (the “Term Commitment”). After you have satisfied the Term Commitment for the Broadband Service, your subscription will continue on a month-to-month basis at the then-current rates for your Monthly Plan (with the same data allocation you had chosen for the Term Commitment), until you cancel your subscription to the Broadband Service, by using the Support feature on our Site, or by calling FreedomPop at (888) 743-8107. If you cancel your subscription to the Broadband Service before the end of the Term Commitment, you will be charged an early termination fee; the amount of the applicable termination fee will be notified to you before you complete the transaction to subscribe to the Broadband Service.

Value Added Service and Other Service Plans. FreedomPop offers Value Added Services and Other Services for a monthly or other periodic (e.g., three-month or annual) prepaid subscription fee. Unless otherwise expressly specified by FreedomPop for a particular service, all Value Added Services and Other Services are set up as recurring prepaid charges. Your subscriptions will continue to recur until you cancel your Monthly Plan (or other periodic) subscription by using the Support feature on our Site, or by calling FreedomPop at (888) 743-8107. All references to ‘month’ or ‘monthly’ in these payment terms shall be deemed to relate to any other periodic subscription term (e.g., three-month or annual) as relevant.
PAYMENT FOR MONTHLY PLANS

Please also see our FreedomPop Payment Terms section below for additional payment terms.

Your monthly payment date is based on the day of the month that you activate your Monthly Plan. Payment is due on your monthly payment date. For example, if you purchase a month-to-month subscription and your billing cycle begins on the eighth day of the month, then you will be charged on the eighth day of the following month, and each month thereafter, until you terminate your subscription. Payments are made by automatically charging your registered payment method for the total Monthly Plan amount.

If your registered payment method is declined by your payment provider, we will retry charging your registered payment method every 6 days, up to 5 times, after the charge is initially declined unless you have paid the charge in full before the day on which we next retry charging your registered payment method. During this time (if the non-payment relates to the Broadband Service), your Broadband Service (and any Value Added Services you have purchased) will be suspended and your Broadband Service will be deemed inactive, as further described below. If your Broadband Service or Value Added Services are suspended, you will not be able to use such services, regardless in the case of the Broadband Service, of the data usage balance in your FreedomPop Account.

UPGRADING MONTHLY PLANS

You may upgrade your Broadband Service to any higher level Monthly Plan option at any point during your plan month. When added during your existing plan month, you will be charged a pro-rated amount of the upgraded Monthly Plan, and will be given the combined data (remaining data on the existing Monthly Plan and data on the new upgraded Monthly Plan) for the remainder of your existing Monthly Plan cycle for the Broadband Service month in which you upgrade.

PAY AS YOU GO

All FreedomPop Broadband Service subscribers are provided with a specified broadband data allocation each month in accordance with the Monthly Plan they have selected. Broadband Service subscribers (including subscribers to the free Monthly Plan) can use additional broadband data beyond their applicable Monthly Plan capacity limits and are charged for additional usage based on the broadband rates set by their subscribed Monthly Plan; the applicable additional usage rates will be notified to you before you complete the transaction to subscribe to the Broadband Service. Additional data charges are deducted from your FreedomPop Credit Account. At the end of each broadband session we will calculate your broadband data usage rounded up to the nearest 0.1 megabyte. For example, if your actual data usage is 1.32 megabytes, you will be charged for 1.4 megabytes of data usage. We'll deduct the total charge from your Credit Account balance at the end of each session.

AUTOMATIC TOP-UPS

FreedomPop uses an 'Automatic Top-Up' feature to ensure you are never left without broadband access when you exceed your subscribed Monthly Plan limits. The default top-up amount is $10.00. We may allow you to select a greater top-up dollar amount by using the My Account feature on our Site (or other feature that we may make available). In any billing month that your usage is within 100mb of your Monthly Plan broadband data allotment limit, your FreedomPop Account will be charged the automatic top-up amount using the registered payment method associated with your FreedomPop Account. As your broadband data use exceeds the broadband data allotment of your Monthly Plan, an amount equal to your total additional usage multiplied by the additional cost per megabyte as defined by your Monthly Plan, will be deducted from your FreedomPop Credit Account balance. When your FreedomPop Credit Account balance falls below $2.00, your registered payment method will be charged the applicable Automatic Top-Up amount as described above. This payment will occur each time your FreedomPop Account balance falls below $2.00 to prevent an interruption in the Broadband Service we provide you. If your registered payment method is declined, we will retry charging it every 2 days up to 4 times, after the charge is initially declined unless you have paid the charge in full before the day on which we next retry the charge. If the balance in your FreedomPop Account runs out and you have not provided us with a new functioning payment method, your access to the Broadband Service and Value Added Services will be suspended and your Broadband Service will be deemed inactive, as further described below.

ACTIVE AND SUSPENDED BROADBAND SERVICE

If you choose a prepaid Monthly Plan for the Broadband Service, your Broadband Service will remain active every month in which you timely pay all applicable fees for your use of the Broadband Service and Value Added Services. Your free Broadband Service becomes suspended if you fail to pay any fees for the Broadband Service and Value Added Services when due. While your Broadband Service is suspended, you will have no access to the Broadband Service or any Value Added Services you have purchased until you pay all outstanding fees due on account. If 30
days following your monthly payment date you're unable to pay all applicable fees, your Broadband Service will be canceled.

If you choose the free Broadband Service, your Broadband Service will remain active every month in which you timely pay all applicable fees for your use of the Broadband Service in excess of your free data allocation, and all fees for the Value Added Services. Your Broadband Service becomes inactive after 30 days of Broadband Service activity under the 5mb threshold or if you fail to pay any fees for the Broadband Service and Value Added Services when due.

If you choose the free Broadband Service and use less than 5mb in any given month, we'll charge you a $.99 Active Status fee to keep your account active. For your convenience, we will automatically deduct the Active Status fee from your FreedomPop Account balance in each month your Broadband Service usage is under 5mb to ensure no disruption of the Broadband Service and Value Added Services. If funds are not available in your FreedomPop Account, we will initiate an Automated Top-Up on your behalf of $10.00 to cover funds for Active Status fee. If we are unable to fund your FreedomPop Account, you will have 30 days to pay Active Status fee for your Broadband Service before we cancel your Broadband Service; upon such cancellation, any remaining balance in your FreedomPop Account will be forfeited and you will be required to reactivate Broadband Service or Value Added Services per below.

Your subscriptions to the Other Services will not be affected by such termination; provided however, that the Other Services will be terminated if you fail to make any payment for the Other Services when due.

REACTIVATE SERVICE
If your Broadband service is canceled for any reason, you can Reactivate your Broadband service by making payment for all outstanding fees due and reactivation payment of $19.99. Following payment for all outstanding fees due and your reactivation payment, your Broadband Service and Value Added Services will become active.

FREEDOMFRIENDS AND SPECIAL OFFERS
FreedomFriends
You may earn additional broadband capacity each month by connecting with your friends on the FreedomPop broadband network using the 'Friend Finder' feature on the Site. You'll earn 10mb of additional broadband capacity per month for each of your friends who is an active subscriber (in good standing) to the Broadband Service (as determined by FreedomPop) on your monthly billing date, up to a cap of 500mb per month.

Special Offers
You may also earn additional broadband capacity by performing specified actions with our third party advertisers (e.g., completing a questionnaire or purchasing a product or service). For each third party offer, you'll be informed of the action that you need to take and the amount of additional broadband capacity that you will earn if you successfully complete the required action (as determined by the advertiser making the offer). Please note that in responding to such advertisements you may be transferred to third party websites and you may be required to agree to additional terms and conditions in order to participate in such third party offers (e.g., the third party platform that hosts such advertisements, and the advertiser, may require you to agree to their terms and conditions and privacy policies).

Please carefully review the provisions in our Terms of Service under the title "Links to Third Party Sites", which address links to third party web sites. We are not responsible in any way, for the websites, activities, products, services or other acts or omissions of the third party platform providers or advertisers.

FREEDOMPOP PAYMENT TERMS
We currently accept the following payment methods: Visa, MasterCard, and Discover.

We reserve the right to change our fees or other charges at any time by updating these Terms and/or by notifying you on the Site or via email, but we will not impose any fee increases retroactively. You agree to pay all applicable fees or charges to your FreedomPop Account based on FreedomPop's fees, charges and billing terms in effect when you purchase the Services, as such fees and payment terms may be updated as set forth in these Terms.

If you do not pay on time or if FreedomPop cannot charge your registered payment method for any reason, FreedomPop reserves the right to either suspend or cancel your access to this Site and the affected Services and terminate these Terms. **Since all Services provided by FreedomPop are prepaid, if your registered payment method is declined, the relevant Services will be suspended and you will no longer be able to use such Services until you reactivate your Services by paying the outstanding fees and associated reactivation fee (unless your Services have already been cancelled due to such non-payment as specified above).** You expressly agree that FreedomPop is permitted to bill you for the applicable fees, applicable taxes and any other charges you may incur in connection with your use of the Site and Services and the fees will be billed to your registered payment method associated with your FreedomPop Account, and thereafter at regular intervals as described in these Terms until you or we cancel your Services as set forth herein.
If you cancel your FreedomPop Account or a Service at any time, you will not receive any refund. If you have an unpaid balance due on your FreedomPop Account upon cancellation, you agree that FreedomPop may charge any such unpaid fees to your registered payment method or otherwise bill you for such unpaid amounts.

All amounts are payable in US dollars only. You may not transfer your purchases to a third party.

All payments made by you to FreedomPop are final and are non-refundable, except: (a) if these Terms or applicable law expressly provide otherwise; or (b) FreedomPop in its sole discretion, decides to provide you with a refund even though we are not legally required to do so.

PRICING CORRECTIONS
In the event a Service is listed at an incorrect price or with incorrect information, FreedomPop shall have the right to refuse or cancel any orders placed for that Service whether or not they have been confirmed and your payment has been accepted, although FreedomPop will refund any incorrect amounts paid by you if you have not already used the affected Service.

TAXES & SURCHARGES
Stated prices for the Services do not include applicable sales taxes, surcharges, fees or other government or regulatory charges, which may include without limitation, mandatory surcharges for federal and state Universal Service Fund contributions, state and local 911 fees, and cost recovery surcharges. We charge applicable federal, state and local sales taxes, surcharges, fees and other government charges on all purchases made through our Site. The amount of these taxes and other surcharges is subject to change and may vary from time-to-time and by geographic area. We may also become subject to additional regulatory requirements in the future which may require us to charge other additional amounts. All applicable taxes, surcharges and other amounts billed to you will be viewable through the My Account feature (or other feature made available to you) on the Site.

DISPUTED CHARGES
If you think that there has been an error in any charge associated with your FreedomPop Account, you must notify us within 30 days after the date on which the disputed amount has been charged to the your registered payment method. You must submit your payment dispute notification through our online Support feature and one of our advisors will investigate your claim. If you do not notify us within 30 days, and unless otherwise provided by applicable law, you hereby waive any right to dispute the charge in the future, including in arbitration or a court proceeding. If we determine in our sole discretion that the disputed charge was incorrectly charged and was raised by you in a timely manner, we will credit or refund the amount to you. If we credit or refund the disputed charge, you hereby agree that to the fullest extent permitted by applicable law, the dispute is fully and finally resolved and not subject to further proceedings.

CREDIT CARD CHARGEBACKS
If we have charged your registered payment method for a charge that we deem is authorized and valid under these Terms, and your credit card company or other payment provider subsequently withholds or revokes such payment to us because the charge has been disputed by you (a “Chargback”), we reserve the right to suspend your access to the affected Services until the Chargeback is reversed or in the case of a billing dispute, the billing dispute is resolved as set forth in these Terms.

THIRD PARTY FEES
We are not liable for any fees or charges for products or services provided by third parties through, or for use on, your mobile device, phones, computers or other equipment. If an unauthorized or disputed charge for a third party product or service appears in your credit card or other billing or financial statement or invoice, you must contact that third party directly to resolve the billing issue.

PRE-ORDERING OF EQUIPMENT
As explained elsewhere in these Terms, you will need to obtain Equipment in order to use the Broadband Service and Value Added Services. From time-to-time, FreedomPop may allow you to pre-order a limited quantity of Equipment that is not yet available for shipping. In this case, FreedomPop will charge your registered payment method for the Equipment when you place your pre-order. FreedomPop will send you an email confirming your pre-order (which is also your receipt for this purchase). When the Equipment is ready for shipping, FreedomPop will email you a tracking number. Once your Equipment has shipped, FreedomPop will add its free Broadband Service Monthly Plan to your FreedomPop Account. You can change your Monthly Plan at any time as specified in these Terms. In the event that
you decide not to wait for your pre-ordered Equipment to ship, you can submit an order cancelation and refund request to or by calling FreedomPop at (888) 743-8107. However, you may not cancel your order once the Equipment has shipped.

**LEASED EQUIPMENT**

From time-to-time, FreedomPop may permit you to lease Equipment from FreedomPop instead of purchasing it. In such case, we may require you to pay a refundable deposit when you place your order for leased Equipment. If we collect a deposit from you, we will refund the deposit (less any amounts that you owe to us) to your registered payment method within 90 days after the date: (a) you terminate your subscription to the Broadband Service and return all Equipment to us (at your expense) within 30 days of the date on which you notify us that you wish to terminate your subscription to the Broadband Service; or (b) we terminate your subscription to the Broadband Service, unless such termination is as a result of your breach of these Terms, including without limitation, your use of the Site or Services in a manner not permitted by these Terms, in which case you will, to the extent permitted by applicable law, be deemed to have forfeited your deposit. When returning your Equipment, you must follow the Equipment Return Procedures below.

We will deduct from your deposit all amounts owed and unpaid for any Services and for any Equipment you return that is damaged due to neglect, misuse, liquid damage or non-standard wear and tear. You will not receive a refund of your deposit if you do not return the Equipment to us within 30 days of the date on which you notify us that you wish to terminate your subscription to the Broadband Service. Any amounts withheld by us from your deposit become the property of FreedomPop to use as it wishes. If applicable law requires us to handle deposits, or any other matter relating to Equipment, differently than described in these Terms, we will adjust our procedures accordingly to ensure that we comply with applicable law.

FreedomPop expressly retains all ownership and title of leased Equipment at all times; however, you are solely responsible for protecting the leased Equipment from damage and misuse while in your possession.

**30-DAY EQUIPMENT RETURN POLICY**

If within the first 30 days after receiving your Equipment that you have purchased from FreedomPop, you are not fully satisfied with the Broadband Service for any reason, you may return the Equipment and the original carton contents that we provided to you, to us for a full refund of the amount you paid for the Equipment. You must follow the Equipment Return Procedures specified below. Once we receive the Equipment, we will issue a refund of the amount you paid for the Equipment. We will deduct from your refund, or refuse a refund, to the extent you have not paid for Services you ordered or you return Equipment that is damaged due to neglect, misuse, liquid damage or non-standard wear and tear, or you have otherwise violated these Terms.

**DEFECTIVE EQUIPMENT**

We will exchange any Equipment that you purchase from FreedomPop which has a manufacturer's defect if you return the defective Equipment to us within ninety (90) days of the date we ship the Equipment to you and you otherwise meet and follow the requirements specified below.

If you're having a problem with your Equipment, please contact us using our online Support feature. We will try to resolve the issue with you. If we cannot resolve the issue and the issue is caused by a manufacturing defect in the Equipment, we will send you a replacement (a similar unit or one of comparable quality) at no cost to you. We may ask you to return the Equipment to us in which case you must follow the Equipment Return Procedures below. If we determine in our sole discretion, that the returned Equipment is not defective, we will not exchange the Equipment and your original Equipment will be returned to you at your expense. Before contacting FreedomPop Support, please test the Equipment on two computers or mobile devices to verify whether it is an Equipment problem and not a computer/mobile device problem.

**EQUIPMENT RETURN PROCEDURES**

If you are eligible to return Equipment, please submit an Equipment return request using our online Support feature, specify the reason for the return, and include the model and MAC number and we will issue a Return Material Authorization (RMA) number to accompany your authorized return, which will also tell you where to ship the Equipment. We cannot accept any return, without a RMA number. Please pack the Equipment in its original packaging with the original carton contents that we provided to you; and include a copy or your FreedomPop purchase receipt or other proof of purchase. All Equipment must be in like-new condition (reasonable wear and tear excepted) and include all accessories included in original Equipment package. Refunds, deposit returns and exchanges will only be issued to the purchaser whose name appears on the purchase receipt. Please retain a copy of your purchase receipt for your records. Equipment subjected to neglect, misuse, liquid damage or non-standard wear and tear, is not eligible.
for our return or exchange programs. To the fullest extent permitted by applicable law, you are responsible for paying all shipping, insurance and any other costs in connection with your return of Equipment for any reason. FreedomPop reserves the right to refuse delivery of any Equipment if you have not paid such costs FreedomPop may accept delivery and bill you for such costs.

Please note that returning your Equipment does not automatically terminate your subscriptions to the Broadband Service or other Services. In order to cancel your Services subscriptions, please use our online Support feature or call FreedomPop at (888) 743-8107.

If you purchased your Equipment from another retailer or website, the retailer’s or website’s return policy applies to your device; please do not return it to us.