

*This Consumer Cellular GrandPad Addendum (hereinafter the “Addendum”) sets forth terms and conditions relating to the GrandPad brand computer tablet and pre-installed software (the “GrandPad Service”) sold and/or sub-licensed by Consumer Cellular, Inc. This Addendum incorporates all the terms, conditions and defined terms contained in the Consumer Cellular Wireless Customer Agreement (hereinafter the “Agreement”). To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions contained in the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede any contradictory or conflicting terms contained in the Agreement.*

**YOU ACKNOWLEDGE THAT YOU ARE OF LEGAL AGE, HAVE RECEIVED A COPY OF THIS ADDENDUM, AND HAVE READ, CLEARLY UNDERSTAND, AND AGREE TO ITS TERMS. BY USING OUR SERVICES YOU ACCEPT ALL TERMS OF THIS ADDENDUM. PLEASE READ THIS ADDENDUM CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.**

### **1. Can You Cancel My Service?**

Notwithstanding any of the terms or conditions contained in the Agreement, we may interrupt or terminate your Services at any time without notice for any conduct that we believe violates this Addendum.

Consumer Cellular also reserves the right to review your content and remove or refuse to use or display it, if Consumer Cellular, in our sole discretion, determines that the content would violate the law, the rights of any third-party, would be offensive or harmful to others, or reflect negatively on the Consumer Cellular name or business. You hereby grant Consumer Cellular a royalty-free, worldwide, non-exclusive right and license to use, reproduce, modify, edit, adapt, publish, distribute, perform and display all user content solely for the purpose of providing the Services functionality.

You may not remove or obscure any notices or markings, including without limitation, copyright, trademark, confidentiality notices, or ownership notices on the GrandPad Service or provided via Consumer Cellular’s Services, including screen displays.

Notwithstanding any of the terms or conditions contained in the Agreement, if you fail to perform your obligations under this Addendum, you will reimburse us for all expenses, including attorney fees, incurred in the enforcement of this Addendum and we may keep any charges prepaid by you. These remedies are not exclusive and are in addition to all remedies proved by law. Our failure to strictly enforce this Addendum will not waive our right to require compliance with this Addendum.

### **2. What Information, Content, And Applications Are Provided By or Used by Third-Parties?**

Notwithstanding any of the terms or conditions contained in the Agreement, certain information, applications, or other content that may be accessed using Consumer Cellular Service with the GrandPad Service are provided by GrandPad and by other independently owned and operated content providers or service providers who are subject to change at any time without notice. The GrandPad Service is licensed on a subscription basis and your use rights will terminate upon your election to stop your subscription.

**NEITHER CONSUMER CELLULAR NOR GRANDPAD ACTIVELY REVIEWS OR MONITORS CONTENT PROVIDED BY USERS OR THIRD-PARTIES. THE VIEWING OF ANY CONTENT DISPLAYED ON THE GRANDPAD SERVICE BY CONSUMER CELLULAR’S SERVICES IS ENTIRELY AT YOUR OWN RISK.**

Your use of the GrandPad Service may be managed through a GrandPad user account. Your use of the GrandPad Service is also subject to GrandPad’s terms of use and privacy policy found online when setting up the GrandPad Service (i.e., <https://www.GrandPad.net/terms-of-use> and <https://www.GrandPad.net/privacy-policy>). In the event of any conflict between the GrandPad terms of use and privacy policy and this Addendum, the terms of this Addendum shall control. The privacy policy applies to GrandPad’s use of your information and data submitted or transmitted through the GrandPad Service. In addition, Consumer Cellular may have access to your information and/or data submitted through the GrandPad Service and Consumer Cellular’s use of the same is subject to any Consumer Cellular privacy policy. Your location information for the physical location of the GrandPad tablet is used as specified in the GrandPad privacy policy.

### **3. What Are The Limitations On Services And Liability?**

Unless prohibited by law, the following limitations of liability apply:

**DISCLAIMER: NOTWITHSTANDING ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE AGREEMENT, THE GRANDPAD SERVICE IS PROVIDED TO YOU “AS-IS” ON AN “AS AVAILABLE” BASIS, WITH A LIMITED, ONE-YEAR (1 YEAR) WARRANTY FOR DEFECTS. YOU MAY CONTACT CONSUMER CELLULAR’S CUSTOMER SERVICE DEPARTMENT REGARDING WARRANTY COVERAGE AND REQUESTS AT 1 (800) 686-4460.**

Consumer Cellular reserves the right to investigate violations of this Addendum, and to involve or cooperate with law enforcement in prosecuting customers who violate the Addendum or any applicable law or regulation

**SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS ADDENDUM GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

### **4. Proprietary Rights.**

GrandPad Inc., a Delaware corporation with its principal office in Orange, California, (hereinafter “GrandPad Inc.”) retains all ownership and intellectual property rights of the GrandPad Service not specifically granted to you under this Addendum or GrandPad’s terms of use. Consumer Cellular may use any technology, ideas, concepts, know-how, methods, and techniques related to the GrandPad Service, that we learn from you unless we specifically agree otherwise. Using the GrandPad Service does not give you any rights other than the limited usage rights stated in this Addendum. This Addendum does not grant you the right to use any GrandPad or third party trademarks, brand names or logos displayed by or used with the GrandPad Service.

### **5. Third-Party Software.**

The open source components of the GrandPad Service are developed for and based primarily on the current release of the Android® open-source mobile operating system software. Most Android® software components are licensed by GrandPad Inc. under the Apache 2.0 software license. The GrandPad Service also includes other free or open source software components licensed under other license agreements. The Android® software and other free or open source software components pre-installed on the GrandPad Service (hereinafter “Open Source Software”) all contain the original copyright notices and license information provided by the copyright owners within their files. GrandPad Inc. grants you a sublicense to use the Open Source Software with the same rights and subject to the same restrictions that apply to GrandPad Inc. The Open Source Software is provided to you at no additional charge, and comes pre-installed as part of the GrandPad Service. GrandPad Inc. maintains a current record of all Open Source Software components and applicable license agreements. GrandPad Inc. will provide you with copies of or access to the applicable Open Source Software licenses upon written request to GrandPad Inc.

### **6. Usage Terms for Music Service**

#### **6.1 Use of Content.**

GrandPad music services are provided to you from a third-party named 7digital Limited (hereinafter “7digital”). 7digital obtains the music services content via licenses with third-parties. You acknowledge that all the content and Preview Clips (hereinafter “Preview Clip,” means a portion of a song or video, or in some cases, an entire song or video that you can play (and, if applicable, view) directly from and while you are logged on to the 7digital music services on a promotional basis at no cost to you), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such content and/or Preview Clip originated. We do not control or endorse the content or any Preview Clip, and you acknowledge that by using the 7digital music services you may be exposed to content and/or Preview Clips that are offensive and/or indecent. You agree that you are only granted a license to any content you purchase or Preview Clips that you access through the 7digital music services. Except as expressly provided in this Addendum, and notwithstanding any of the terms or conditions contained in the Agreement, Consumer Cellular and 7digital will not be held liable for any loss or damage of any kind resulting from your use of the 7digital music services. You agree to bear all risks associated with your use of the 7digital music services.

#### **6.2 Digital Rights Management.**

Most content sold via the 7digital music services is DRM-free. However, you understand that some of the Preview Clips and content include a security framework using technology that protects digital information and limits your usage of the Preview Clips and content to certain usage rules established by 7digital and/or its licensors (hereinafter “Usage Rules”). You agree to comply with the Usage Rules, as further outlined below, and you agree that any other use of Preview Clips or content in breach of the Usage Rules may constitute copyright infringement.

#### **6.3 Content Usage Rules.**

You agree that your purchase of 7digital music services content or access to Preview Clips constitutes your acceptance of and agreement to use such content or Preview Clips solely in accordance with the Usage Rules. Any security technology, if applicable, is an inseparable part of the content or Preview Clip (as applicable). The Usage Rules shall govern your rights with respect to the 7digital music services content. We reserve the right to modify the Usage Rules for future purchases via the 7digital music services at any time. However, such changes will not apply to 7digital music services content you have already purchased and downloaded. Any change to the Usage Rules will be communicated to you. In the event that you refuse to accept the Usage Rules, you will no longer be able to use, purchase or access content from the 7digital music services. The Usage Rules are as follows:

- i.** You are authorized to use the 7digital music services, content and Preview Clips for solely personal, non-commercial use, and not for redistribution, transfer, assignment or sublicense, to the maximum extent permitted by law.

- ii.** You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the 7digital music services or that is used to administer the Usage Rules. You agree that you will not attempt to, or encourage or assist any other person to interfere with, remove or alter any rights management information on any 7digital music content or any Preview Clip.
- iii.** You may play as many Preview Clips as you like. You agree that you will not attempt to, or encourage or assist any other person to, capture, copy, or download a Preview Clip.
- iv.** You agree that you will not use the 7digital music service or content in whole or in part for any illegal purpose.
- v.** We may at any time limit the number of devices that you may access the 7digital music services from simultaneously.
- vi.** You agree that you will not attempt to, or encourage or assist any other person to:

- a.** copy, duplicate, modify, reverse engineer, decompile or disassemble any element of the 7digital music services or content unless explicitly permitted under applicable mandatory law;
- b.** bypass, modify, tamper, defeat, circumvent any of the security components, special rules or other applications that protect the 7digital music services, Preview Clips and content; or
- c.** use any robot, spider, data minder, crawler, scraper, or other automated means to access or index the Preview Clips or content or any portion thereof, including but not limited to any metadata associated with the Preview Clips or 7digital music content.

#### **6.4 Your additional access to content via the PSA.**

- i.** You may have access, to a personal storage area (hereinafter “PSA”) for content purchased via the 7digital music services. The content stored in the PSA is your sole responsibility and is held on third-party cloud servers and infrastructure, in geographically dispersed locations, not controlled by Consumer Cellular or 7digital.
- ii.** We provide access to your purchased content via the PSA free of charge and expressly disclaim all warranties to the extent allowed by applicable law.
- iii.** You may be allowed to stream or re-download purchased content. Access to previously purchased content from the 7digital music services will be available via the PSA. Due to licensor restrictions detailed below, access to content via the PSA may cease.
- iv.** You acknowledge and agree that you should not rely on Consumer Cellular or 7digital to back up and store any files made available via the 7digital music services to the PSA. GrandPad Inc. bears the responsibility to back up and store any files within the PSA.
- v.** We may be required by licensors to share aggregated, anonymous PSA usage information with 7digital’s content licensors and you consent to Consumer Cellular and 7digital sharing such usage information.
- vi.** In addition to the licensor restrictions detailed below, we may in our sole and absolute discretion, set a re-download, streaming, and or bandwidth implementation or other usage limitation on your usage of the PSA.
- vii.** GrandPad Inc. will obtain and maintain any and all necessary licenses and permissions in connection with your use of the PSA.
- viii.** We may be required to remove certain content from the 7digital music service, in the event that the service licensors no longer hold the necessary rights and permissions to the content. In that event, you agree to allow us to remove the copy of the relevant content from your PSA, to avoid any further infringements of intellectual property.

#### **6.5 Licensor Restrictions.**

- i.** You acknowledge that any and all of the copyright, trademarks, trade names and other intellectual property rights subsisting or used in connection with the 7digital music services, including but not limited to all content, Preview Clips and intellectual property rights incorporated into the 7digital music services shall remain the sole property of 7digital, the rights owner, the third party content providers or the 7digital licensors as applicable. You agree to immediately notify Consumer Cellular of any actual or suspected infringement and you also agree not to use any of our trademarks for any reason whatsoever.
- ii.** Except for the rights explicitly granted to you in these Usage Rules, all right, title and interest in the 7digital music services, Preview Clips and content are reserved and retained by 7digital, the rights owner, our third party content providers, and our licensors, with all rights reserved. You do not acquire any ownership rights in the content purchased or Preview Clips accessed through the 7digital music services as a result of downloading the content or accessing the Preview Clips. All other trademarks, product names and company names or logos cited in these Usage Rules are the property of their respective owners.
- iii.** Availability of 7digital music content and/or any Preview Clips via the 7digital music services is at the discretion of the third party licensor providing such content and/or Preview Clips to 7digital. 7digital may therefore be required by such licensors to remove content and/or Preview Clips from the 7digital music services without notice to you. Access of content via the PSA is also controlled by our licensors, and such access is provided by licensors on the basis that access may be withdrawn by licensors at any time, for any reason. Therefore, content on the 7digital music services may be removed without notice and as a result, affected content will remain listed, but will no longer be available for access in your PSA.

- iv.** Our licensors license 7digital music content by region. Therefore, 7digital and/or its partners may need to monitor your activity by geographic location and if necessary, employ geo-blocking software to prevent the purchase of content and/or use of Preview Clips in unlicensed territories.

#### **6.6 Use of the 7digital music services.**

You agree not to:

- i.** post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
- ii.** post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
- iii.** threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- iv.** use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- v.** make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- vi.** collect or store personal information about others, including email addresses, log-in details or other credentials;
- vii.** impersonate any person or entity for the purpose of misleading others;
- viii.** breach any applicable laws or regulations;
- ix.** use the 7digital music services in any manner that could damage, disable, overburden or impair the services or interfere with any other party’s use and enjoyment of the services;
- x.** post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement); or
- xi.** attempt to gain unauthorized access to any of the 7digital music services, other accounts, computer systems or networks connected to the 7digital music services through hacking, password mining or any other means.

#### **6.7 Monitoring.**

Consumer Cellular and 7digital shall have no obligation to monitor the 7digital music services. However, Consumer Cellular shall be entitled to review any materials posted, published, distributed or disseminated to any Consumer Cellular customer, and at our sole discretion, to remove any material that breaches the terms and conditions of this Addendum or is otherwise objectionable.

#### **7. Health Insurance Portability and Accountability Act (hereinafter “HIPAA”).**

You understand, acknowledge and agree that the GrandPad, and Consumer Cellular’s Services are not subject to HIPAA. You also understand, acknowledge and agree that the GrandPad and Consumer Cellular’s Services are not intended for use in providing any medical care, medical treatment, or transmission of protected health information that is subject to regulation under HIPAA or any other federal or state healthcare privacy or security laws.

#### **8. © 2020 Consumer Cellular Intellectual Property.**

All rights reserved. Consumer Cellular, Consumer Cellular logo and all other marks contained herein are trademarks of Consumer Cellular Intellectual Property and/or Consumer Cellular affiliated companies.

#### **9. Severability.**

If any provision of this Addendum is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

#### **10. Assignment.**

Consumer Cellular may assign this Addendum, but you may not assign this Addendum without our prior written consent.

#### **11. Governing Law.**

The law of the state of Oregon shall govern this Addendum, except to the extent that such law is preempted by or inconsistent with applicable federal law.

#### **12. English Language.**

The original version of this Addendum is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

#### **13. Entire Agreement.**

This Addendum and the Agreement constitute the entire agreement between you and Consumer Cellular, and there are no other oral or other representations regarding the subject of this agreement that are binding on either party. All changes to this Addendum must be in writing, and signed by both parties.