



live mobile TV

# FLO TV Customer Contract

**FLO TV™ Incorporated f/k/a  
MediaFLO USA, Inc. and  
QUALCOMM Incorporated**

5775 Morehouse Drive  
San Diego, CA 92121-1714  
U.S.A.

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FLO TV Customer Contract  
October 30, 2009

## **I. FLO TV Incorporated (“FLO TV”) Customer Contract**

Thank you for choosing **FLO TV**. Please read this Contract carefully. This is the contract that applies to your paid, trial, promotional and other **FLO TV** subscriptions and use of **FLO TV** service (the “Contract”). By using the **FLO TV** service, you are accepting this Contract and you are bound by its terms and conditions. This Contract applies to all of the services provided to you by **FLO TV**. Please keep in mind that the **FLO TV** Privacy Statement and the End User License Agreement (“EULA”) for your **FLO TV** device(s) (“Device”) are additional contracts by which you also are bound, both of which are incorporated herein and shall become a part of this Contract. If there are any express conflicts between this Contract and your EULA or the **FLO TV** Privacy Statement, the EULA or the **FLO TV** Privacy Statement will govern. For a copy of the **FLO TV** Privacy Statement, please visit [www.flotv.com/legal/privacy-statement](http://www.flotv.com/legal/privacy-statement). A copy of the EULA may be found in the documents included in your Device package at the time of purchase or at [www.flotv.com/legal](http://www.flotv.com/legal) and [www.flotv.com/legal/ptv350-eula](http://www.flotv.com/legal/ptv350-eula). Please keep this Contract, a copy of the **FLO TV** Privacy Statement and the EULA for your records. **You can obtain updated copies of this Contract by visiting our website at [www.flotv.com/legal/customer-contract](http://www.flotv.com/legal/customer-contract) or by emailing us at the email address located at [customercare@flotv-support.com](mailto:customercare@flotv-support.com) or by calling 888-99FLOTV.**

### **A. Acceptance of This Contract:**

**THIS CONTRACT STARTS WHEN YOU ACCEPT.** You accept when you do any of the following things:

- Give **FLO TV** a written or electronic signature; or
- Use the **FLO TV** service, including your use of the service after changes or additions to your subscription have been made and we have notified you that the change or addition requires your acceptance.

**IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.** You can cancel, change or transfer your subscription only as allowed in Section D of this Contract.

### **B. The FLO TV Service:**

1. **How the FLO TV Service Works:** The **FLO TV** service is an over-the-air multicast service which provides various TV and other content offerings. Since this is an over-the-air service, the quality of your signal and your ability to get the service may be affected by your location. We can't provide service when your Device isn't in range of a transmission site used to provide the service. You must be within our coverage area to use the service and to perform certain functions from your Device, such as initial activation of the service, deactivation, and service changes (to name a few). Even within our coverage area, there are many factors, including network capacity, your Device type, terrain, your proximity to buildings, foliage and weather (to name a few) that may impact availability and quality of the service. You acknowledge and accept these limitations of the **FLO TV** service.
2. **FLO TV Service Changes:** The content available on the **FLO TV** service may change. We are permitted to change, rearrange, add, delete, or cancel any content, networks, shows, content providers, program schedules, menu order, programs and channel availability and service functionality with or without notice to you at any time. **Please visit [www.flotv.com](http://www.flotv.com) or contact our Customer Care department if you have any questions regarding the changes that we make to your service.**
3. **Interrupted Service:** The **FLO TV** service may be interrupted or restricted without notice to you, including for emergency broadcasts and alerts and blackout restrictions for sports and other programming offered as part of the **FLO TV** service. We are not required to give any refunds or credits if your service is interrupted or if your ability to use the service is limited based on our network's coverage and availability. **Please visit [www.flotv.com](http://www.flotv.com) or contact our Customer Care department if you have any questions regarding interruption of your service.**

### C. Terms of the Contract and Your FLO TV Service Plan:

1. **Changes to Terms of the Contract:** Your service is subject to our business policies, practices and procedures, which we can change without giving notice to you. **UNLESS OTHERWISE PROHIBITED BY LAW, WE RESERVE THE RIGHT TO ADD TO OR CHANGE THE TERMS AND CONDITIONS OF THIS CONTRACT AT ANY TIME. ANY OF THESE CHANGES OR ADDITIONS WILL GO INTO EFFECT WITHIN 5 BUSINESS DAYS AFTER WE NOTIFY YOU OF THEM. Please visit [www.flotv.com](http://www.flotv.com) or contact our Customer Care department if you have any questions about these changes and how they apply to your use of the service and/or your Device).**
2. **FLO TV Service Plan Choices:** When you sign up for the FLO TV service and accept this Contract, you will be purchasing a FLO TV subscription package that generally sets out your FLO TV subscription information and service features, including (to name a few allowances and features) the term, duration, billing information, payment due dates, price, costs, fees, taxes and recurring charges associated with those allowances and features. **WE WILL REFER TO YOUR FLO TV SUBSCRIPTION PACKAGE AND RELATED TERMS AS YOUR “PLAN”. YOUR PLAN WILL BECOME PART OF THIS CONTRACT.** If a term or condition of your Plan expressly conflicts with this Contract, the term or condition in your Plan will govern. If at any time you change your service (for example, by accepting a promotional opportunity offered by FLO TV or subscribing to a new service offering), you'll be subject to the requirements, such as a new minimum term, associated with that change.
3. **Service Included Offers:** From time to time, FLO TV may offer a period of service as included in the price when a Device is purchased. These kinds of offers will only apply to certain devices and FLO TV service plan subscriptions. These offers will be available for a limited time only and are valid one time per Device. Cancellation of your subscription before the expiration of the applicable term may result in a termination fee as detailed in this Contract and/or your Plan. Any service-included offer cannot be combined with any other offers and FLO TV reserves the right to cancel or modify the offer(s) at any time. **Please check out our website at [www.flotv.com](http://www.flotv.com) from time to time or visit one of our authorized sales locations to determine whether there are any Service Included Offers available regarding a specific device.**

### D. Your Rights to Change, Transfer or End Your Service; Termination Fees; Automatic Renewals:

Except as explicitly permitted by this Contract, you agree to maintain service with FLO TV for the minimum term set forth in your Plan (keeping in mind that periods of suspension of service or free promotions don't count towards fulfillment of your minimum term). After that, your Plan will renew automatically for another period of the same length under the terms of this Contract unless you choose to cancel prior to such renewal or your service is cancelled, terminated or discontinued by FLO TV or if you select a different Plan. Your account will automatically be charged (or you will be billed, as applicable) at the rates in effect at the time of renewal. You have the right to change your subscription package and Plan. How the change will affect your charges will depend on the choices you make. FLO TV may, at our option, process your renewal on a month-to-month basis instead of your chosen subscription term if there are issues on your account. **AN EARLY TERMINATION FEE MAY ALSO APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE YOUR FIRST RENEWAL OR ANY SUBSEQUENT RENEWAL, OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE.** Otherwise, and except as otherwise provided in the next sentence, all terminations by you during a monthly billing cycle become effective on the last day of that billing cycle. You'll remain responsible for all fees and charges incurred until then and you won't be entitled to any partial-month credits or refunds (unless you terminate within the first 5 days of your monthly billing cycle). **KEEP IN MIND, HOWEVER, THAT SUBSCRIPTIONS AND FEES FOR ALL PRE-PAID, AUTOMOTIVE PRE-PAID, MONTHLY, AND CERTAIN PROMOTIONAL SUBSCRIPTIONS ARE NONREFUNDABLE.** There will be no cancellations, refunds, or credits allowed for day passes and event channel subscriptions. Day passes and event channel subscriptions are payable in full on the date of purchase and no recurring charges will apply to you for such passes. **IN THE EVENT THAT WE ABANDON OR CEASE DISTRIBUTION OF THE SERVICE, WHETHER AS A RESULT OF LIQUIDATION, BANKRUPTCY, OR OTHERWISE, ALL PREPAID SUBSCRIPTIONS WILL BE TREATED AS NONREFUNDABLE.** Except as may be permitted by additional device terms, each subscription to FLO TV service is tied to one Device. You may have multiple Devices and multiple subscriptions. If you add additional FLO TV devices to your account, you must purchase a separate subscription for each one. You are allowed to transfer subscriptions from one Device to another Device of the same “type”, but you may be charged a Transfer Fee. Because a subscription is tied to a Device, if your Device is lost, stolen, or otherwise transferred to another person, you must cancel or suspend your subscription or you will remain responsible for the payment of the subscription.

## E. Charges, Fees and Taxes:

1. **Charges and Fees We Set:** In return for receiving the **FLO TV** service, you agree to pay all access, usage, activation/deactivation fees and other charges we bill you for or that the authorized user of your Device accepts. We may charge you one or more of the following fees:
  - **Activation Fee:** We may charge a one-time activation fee that is payable with your first subscription fee payment. The activation fee is currently \$20.00.
  - **Late Fee:** **IF WE DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS WE HAVE ON FILE FOR YOU AT THE TIME, CHARGE YOU THE LESSER OF A LATE FEE OF UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY) AND THE MAXIMUM AMOUNT PERMITTED BY LAW, OR A FLAT \$5 A MONTH, WHICHEVER IS LESS, ON UNPAID BALANCES. IF YOUR PLAN INVOLVES BILLING BY A THIRD PARTY, LATE FEES WILL BE SET BY THAT PARTY OR BY ITS TARIFFS, WHICH MAY BE HIGHER THAN OUR LATE FEES. WE MAY ALSO CHARGE YOU FOR ANY COLLECTION AGENCY FEES AND COSTS INCURRED IN COLLECTING FROM YOU AS PERMITTED BY RELEVANT LAW.** We do not extend credit to customers and you acknowledge that any collection fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment and may be subject to legal limitations in your state.
  - **Returned Payment Fee:** If any bank or other financial institution refuses to honor any payment of yours, we may charge you a fee that is the lesser of (i) \$20.00 (\$15.00 for residents of West Virginia); and (ii) the maximum amount permitted under applicable law. We do not extend credit to customers and you acknowledge that any fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and is reasonably related to the actual expense we incur due to unsatisfied payment and may be subject to legal limitations in your state.
  - **Plan Change Fee:** The Plan Change Fee is \$5.00 if you select a different plan where the fee is less than or equal to the fee for your current Plan.
  - **Transfer Fee:** The Transfer Fee is \$15.00 for each permitted transfer of a subscription. No transfer fee will be charged if, in the sole discretion of FLO TV, if the Device is defective.
  - **Early Termination Fee:** The Early Termination Fee is \$75.00 which FLO TV may prorate based on when termination occurs, unless otherwise stated in your Plan. The Early Termination Fee applies only to the extent permitted by law. You will not be charged an Early Termination Fee if you terminate during any Renewal Period though there may be an administrative or other fees for doing so. Promotional offers may have different Early Termination Fees. If you buy your Device or purchase the **FLO TV** service from an authorized agent or third-party vendor, you should check to see if they charge a separate termination fee
  - **Taxes & Charges We Set:** Usage charges, taxes and other fees may vary depending on where, when and how you use your Device or the **FLO TV** service.

We reserve the right to waive any of these fees, in whole or in part, at our discretion. If we waive any fee or any other provisions of this Contract, we will not be deemed to have waived the fee or other contract provision for any other subscription or customer or as to any future occasion.

2. **Taxes, Fees and Surcharges We Don't Set:** You are responsible for, and agree to pay, all taxes, fees and surcharges set by any governmental agency or taxing authority. We may not always give advance notice of changes to these items.

**F. Billing Statements & Account History, Bill Disputes and Payments:**

1. **Billing Statements & Account History:** Unless you indicated at the time of purchase or subscription that you would like to receive a billing statement or your account history, you will not receive any billing statements or account history if you pay using a credit card, charge card or debit card. Billing/account statements or your account history can be viewed online. The statement reflects the fees and charges in effect under your Plan at the time they're incurred. Your billing statement or account history is FLO TV's notice to you of your fees, charges and other important information including, without limitation, payments, credits, purchases and any other charges to your account, your account balance and the payment due date. Charges may vary depending on which Plan(s) and viewing packages you have chosen. Billing for your service and related charges may be delayed from time to time. **Please visit [www.flotv.com](http://www.flotv.com) or contact our Customer Care department if you would like to receive more detailed account history or billing information or if you believe there are any billing errors or otherwise have any questions related to your account history or bill.** You must notify Customer Care or change your information via your online account immediately in the event of any change in your name, billing address, service address, email address, telephone number or credit card or other account information.
2. **Bill Disputes: You can dispute your account history or bill by contacting our Customer Care department.** Unless otherwise provided by law, you must still pay any disputed charges until the dispute is resolved.
3. **Payments:** All payments must be made in U.S. Dollars. Payment is due in full each payment period. As a condition of your Plan, you may be obligated to pay in advance by credit card or debit card. All amounts due must be paid by the due date to avoid any late fees and possible deactivation of the service. We may, at our discretion, accept partial payments, which will be applied to the oldest outstanding charges on your account. If you are late in making any payments to us, we reserve the right to suspend or terminate your service, deactivate your Device immediately and report any late payment or non-payment to credit reporting agencies. We may require an advance deposit (or an increased deposit) from you. We'll pay interest (if required) on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments or pre-payments in any order to any amounts you owe us on any of our accounts or Plans with us. You can't use a deposit to pay any bill unless we agree in writing. We will not honor limiting notations you make on or with your checks.

**G. Your Device, Safety, and Parental Controls:**

1. **Your Device:** Your Device is any **FLO TV**-enabled device you use to receive the **FLO TV** service. Whether you buy your Device from FLO TV or someone else is entirely your choice. FLO TV may change the software required for your Device, applications or programming remotely and without notice. This could affect data you've stored on the Device, the way you've programmed the Device or the way you use your Device. FLO TV shall not be liable for any damages whatsoever resulting from or arising out of the loss of data stored on your Device. We are not responsible for the advertising, statements, practices, promises or services of sellers and manufacturers of the Devices.
2. **Safety and Parental Controls:** It is your responsibility to exercise discretion and observe all safety measures required by law and common sense. We assume no responsibility for accidents resulting from or associated with the use of the **FLO TV** service or your Device. **DO NOT VIEW THE DEVICE SCREEN WHILE DRIVING A VEHICLE OR OPERATING MACHINERY OR USE YOUR DEVICE OR THE FLO TV SERVICE IN A MANNER THAT WOULD OTHERWISE IMPAIR YOUR ABILITY TO DRIVE A VEHICLE OR OPERATE MACHINERY OR OTHERWISE ACT SAFELY. USE YOUR DEVICE AND VIEW THE FLO TV SERVICE ONLY WHEN YOU CAN SAFELY FOCUS ON WATCHING THE SCREEN.** In addition, some programming may include language and content which is not appropriate for viewing by users of all ages. It is your responsibility to impose viewing and listening restrictions that you consider appropriate for you, your family members and guests. Some content may be inappropriate for some age groups and we are not responsible for content that you or anyone else may find inappropriate. Some services may be blocked to users under the age of 18. Furthermore, some packages, channels, passes, or events may contain age restrictions due to mature content and therefore be unavailable for you to purchase. **Please visit our website to review parental control options.** Additional product warnings included with your Device should be followed.

#### **H. Our Rights to Limit or End Your Service or This Contract:**

You can only use the **FLO TV** service for personal, noncommercial uses. You agree not to resell or redistribute the **FLO TV** service to someone else without **FLO TV**'s prior written permission, which we can withhold in our sole discretion. You also agree that your Device and the **FLO TV** service won't be used for any purpose that isn't allowed by your Plan or this Contract or for any purpose that's illegal. You agree that you won't install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit, copy or regenerate a transmitted radiofrequency signal(s). **WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND OR END YOUR SERVICE OR ANY CONTRACT WITH YOU FOR GOOD CAUSE**, including, but not limited to: (i) if you: (a) breach this Contract; (b) make a late payment more than once in any 12 month period or, in the case of pre-paid subscriptions, if your credit or debit card is declined more than once during any 12 month period; (c) incur charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (d) provide credit information we can't verify; (e) become insolvent or go bankrupt; (f) lie to us; (g) allow anyone to tamper with your Device; or (ii) if you, any user of your Device or any authorized contact on your account: (a) threaten or commit violence against our representatives; (b) use vulgar and/or inappropriate language toward our representatives; (c) harass our representatives; (d) interfere with our operations; (e) "spam," or engage in other abusive activities; (f) modify your Device from its manufacturer's specifications; (g) use the Device or your service to violate or infringe upon any rights of any kind of us or any third party, including, but not limited to, copyright, trademark, contract, defamation, right of privacy or publicity or any other right of any person or entity; or (h) use the service in a way that adversely affects us, our network or other customers, partners, representatives, agents or affiliates. We can also temporarily limit your service for any operational or governmental reason. **WE CAN CANCEL ANY AND ALL FLO TV SERVICE OFFERINGS AT ANY TIME AND FOR ANY REASON.**

#### **I. Disclaimers/Limitation of Liability:**

- 1. Disclaimer of Warranties: EXCEPT AS OTHERWISE PROVIDED IN ANY SEPARATE LIMITED WARRANTY THAT MAY BE APPLICABLE TO YOUR DEVICE, WE MAKE NO REPRESENTATIONS OR EXPRESS WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, REGARDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE OR FOR WARRANTIES WHICH MAY BE PROVIDED BY THE MANUFACTURER OF YOUR DEVICE.**
- 2. Waivers and Limitations of Liability: UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER STATUTORY, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, WHICH MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ONE OF OUR DISTRIBUTORS, ORIGINAL EQUIPMENT MANUFACTURERS, SUPPLIERS AND PARTNERS, TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY OR HOLD HARMLESS SUCH PERSON FOR SUCH CLAIM. YOU AGREE THAT WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY; BY BUILDINGS, ACCIDENTS, HILLS, NETWORK CONGESTION, TUNNELS, TOWERS, WEATHER OR OTHER THINGS WE DON'T CONTROL; OR BY ANY ACT OF GOD. YOU ALSO AGREE WE AREN'T LIABLE FOR MISSED DATA OR INFORMATION OR DELETIONS OF DATA OR INFORMATION FROM YOUR DEVICE, EVEN IF YOU'VE SAVED THEM, OR FOR OTHER INFORMATION THAT MAY BE LOST OR DELETED IF YOU GET YOUR DEVICE SERVICED BY US. FLO TV AND ITS AFFILIATES AND PARTNERS ARE NOT RESPONSIBLE AND ASSUME NO LIABILITY FOR CONTENT OR ADVERTISEMENTS ON YOUR DEVICE OR THE FLO TV SERVICE, INCLUDING, WITHOUT LIMITATION, ANY LIBEL, DEFAMATION, OBSCENITY OR PROFANITY YOU MAY ENCOUNTER USING THE SERVICE. IF ANOTHER SERVICE PROVIDER IS INVOLVED IN ANY PROBLEM, YOU ALSO AGREE TO ANY LIMITATIONS OF LIABILITY THAT THAT SERVICE PROVIDER ALSO IMPOSES.**

**J. DISPUTES AND MANDATORY ARBITRATION CLAUSE. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE SUCH CLAIMS BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION, MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE MORE LIMITED.**

**You may opt out of Mandatory Arbitration within the first sixty (60) days of receiving a copy of this Contract. Please contact our Customer Care department if you would like to opt out of Mandatory Arbitration. If you do not opt out within sixty (60) days of receipt of this Contract, you accept Mandatory Arbitration. If you opt out, you will not be required to arbitrate any claims. There is no penalty or other negative consequence if you do opt out.**

1. **GENERAL ARBITRATION PROVISION:** The Federal Arbitration Act applies to this Contract. Any dispute, controversy or claim between us, regardless of whether the legal theory is based on this Contract, another common law theory, a statute or another ground, will be settled by neutral arbitrators before the American Arbitration Association (“AAA”). You can also bring any issues you may have to the attention of federal, state, or local government agencies and they can, if the law allows, seek relief against us on your behalf. This arbitration provision is not mandatory in the event of claims below the applicable small claims limit in your jurisdiction. You or FLO TV may bring any such small claims matters outside of the arbitration setting, provided they are not brought in a court of general jurisdiction.
2. **FORUM SELECTION AND APPLICABLE PROCEDURE:** Unless you and FLO TV agree otherwise, the arbitration will take place in the county of your billing address. For claims over \$10,000 the AAA’s Wireless Industry Arbitration (“WIA”) rules will apply. In large/complex cases under the WIA rules, the arbitrators must apply the Federal Rules of Evidence and a party may have the award reviewed by a panel of three new arbitrators. For claims of \$10,000 or less, the complaining party can choose either the AAA’s Supplementary Procedures for Consumer-Related Disputes or individual action in small claims court. You can obtain procedures, rules and fee information from the AAA ([www.ADR.org](http://www.ADR.org)) or from us. Each of us may be required to exchange relevant evidence in advance. For claims of \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephonic hearing, or by an in-person hearing. To initiate arbitration under this Contract, contact the AAA, which will provide the necessary forms for you to submit. In the case of a conflict between any arbitration rules and this Contract, this Contract governs.
3. **NO CLASS ARBITRATION: THIS CONTRACT DOES NOT PERMIT CLASS ARBITRATIONS EVEN IF AAA OR WIA PROCEDURES OR RULES WOULD.** The arbitrator may award monetary 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. **IF THIS PROHIBITION ON CLASS ARBITRATIONS IS DEEMED UNENFORCEABLE UNDER APPLICABLE STATE LAW, THEN THE ENTIRE ARBITRATION CLAUSE SHALL BE DEEMED UNENFORCEABLE AND ANY CLASS CLAIMS SHALL BE BROUGHT AND ADJUDICATED IN A COURT OF COMPETENT JURISDICTION. IN NO CIRCUMSTANCE SHALL CLASS CLAIMS BE BROUGHT OR ADJUDICATED IN ARBITRATION.**
4. **CLAIM NOTICES:** If you or we have a claim that arises from or relates to your **FLO TV** subscription, the balance on your account, your Device, any prior account you had with us, your application, or the enforceability of this Contract or any prior agreement, before initiating, joining, or participating in any lawsuit, arbitration, or other legal proceeding, the complaining party shall give the other party: (1) a written notice of the claim (referred to below as a “Claim Notice”), at least 30 days before initiating any such proceeding, explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a lawsuit, arbitration, or other legal proceeding. Any Claim Notice directed to FLO TV shall be sent to us at FLO TV Incorporated, Attn: General Counsel, 5775 Morehouse Drive, San Diego, California 92121. Any Claim Notice directed to you shall be sent to your address appearing in our records or, if you are represented by counsel, to your attorney at your attorney’s office.
5. **USE OF ARBITRATION AWARD OR JUDGMENTS IN SUBSEQUENT CASES:** An arbitration award and any judgment confirming it only applies to the arbitration in which it was awarded and can’t be used in any other case except to enforce the award itself.



**K. Miscellaneous:**

1. **Your Privacy: IMPORTANT INFORMATION – PLEASE READ CAREFULLY BEFORE MAKING YOUR PURCHASE DECISIONS.** Please visit the FLO TV Privacy Statement located at [www.flotv.com/legal/privacy-statement](http://www.flotv.com/legal/privacy-statement). By using the FLO TV service, you agree to the terms of our Privacy Statement and that we may collect and transmit information about you and your use of the service in accordance therewith.
2. **Credit Cards:** You authorize us to investigate your credit history at any time and to share credit information about you with credit reporting agencies and other FLO TV companies, affiliates, agents or representatives. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you.
3. **Special Discounts:** You may be eligible for a discount on your monthly access or subscription fee based on your affiliation with an organization that has an agreement with us, or if you qualify under any government employee discount program. To make sure that you meet the eligibility requirements for such a discount, we may require you to provide proof of your affiliation with your organization upon activation of the service or when you make changes to your account or (other than for a government employee discount program) we may share certain information relating to your service (including, without limitation, your name and total monthly charge) with your organization to verify your affiliation. We may adjust your discount in accordance with your organization's agreement with us and remove your discount after your minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of your discount, based on your affiliation with the organization or your organization's agreement with us, shall not be considered to have a material adverse effect on you.
4. **About You:** This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions. If you're ordering for an organization, you're representing that you're authorized to bind it, and where the context requires, "you" means the organization.
5. **Intellectual Property Rights:** You may not, and you agree that you shall not, copy, decompile, disassemble, reverse engineer or manipulate any technology in, or otherwise modify or tamper with, any Devices and equipment used to receive the FLO TV service. Nothing under this Contract or the fact that you have access to and use of the FLO TV service gives you any right, title or interest or license in or to any programming and content available on the FLO TV service. Nothing under this Contract or the fact that you have access to and use of the FLO TV service gives you any right, title or interest or license to reproduce or otherwise use our or any third party trademarks, service marks, graphics, or logos. You may not, and you agree that you shall not, copy or otherwise tamper with any programming and content available on the FLO TV service.
6. **Survival:** Except as provided for in this Section, all Sections shall survive the termination or earlier expiration of this Contract.
7. **About This Contract:** A waiver of any part of this Contract in one instance isn't a waiver of any part or any other instance. You can't assign this Contract or any of your rights or duties under it. We may assign all or part of this Contract or your debts to us without notice, and you agree to make all subsequent payments as instructed. **EXCEPT AS PROVIDED IN SECTION C(1), NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL OR FAX TO ANY EMAIL OR FAX NUMBER YOU'VE PROVIDED TO US, OR 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU. NOTICES ARE CONSIDERED DELIVERED TO US 3 DAYS AFTER MAILING TO THE CUSTOMER CARE ADDRESS BELOW OR ON YOUR MOST RECENT BILLING STATEMENT OR COPY OF YOUR ACCOUNT HISTORY.**
8. Except as provided in Section J(3), if any part of this Contract is held invalid, that part may be severed from this Contract while the remainder of the Contract continues in effect. This Contract and the documents to which it refers form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this Contract, except as specifically provided by law. This Contract is not for the benefit of any third party except our parents, affiliates, subsidiaries, agents, assigns and predecessors and successors in interest. Except to the extent we've agreed otherwise in the provisions on late fees, collection costs and arbitration, or as required by Federal law, this Contract and all disputes between us (whether or not based on this Contract) are governed by the laws of the state of your billing address, without regard to that state's conflict of laws principles.

**L. Contact Information:** If you have a question about your service, subscription, Plan, fees, charges or bill, or if you would like to change or reactivate your Plan, please contact the FLO TV's Customer Care from 8:00 am – 12:00 am EST on Monday - Sunday, by calling 888-99-FLOTV or by writing to FLO TV Incorporated at [Customercare@flotv-support.com](mailto:Customercare@flotv-support.com), Attention: Customer Care. For training or quality assurance, we may also monitor or record our calls with you.

**Effective October 30, 2009.**