

ATMC Wireless Returns Policy (effective 09-18-2011)

ATMC Wireless values our relationship with you and offers a return policy for equipment and services purchased directly from ATMC Wireless.

Equipment

If the equipment you purchased directly from ATMC Wireless does not meet your expectations, you may return or exchange it at any ATMC Wireless retail store within 30 days from the date the equipment was purchased.

You may exchange equipment **one time** within 30 days from the date the original equipment was purchased. The 30-day period for customers porting-in their phone number from another carrier begins on the day the port is complete to ATMC Wireless.

Returned equipment must be in the manufacturer's original packaging and be in like-new condition (no physical or water damage). The return must include the original components such as the device, battery, charger, manual, unopened software and invoice/receipt. Please remove any confidential, proprietary or personal information before returning your equipment. ATMC Wireless is not responsible for any equipment containing confidential, proprietary or personal information.

Refunds for like-new equipment returned within 30 days will be through the original payment method and may take up to two months.

Equipment may not be refunded and the equipment may not be returned to you if one of the following applies:

- Equipment was returned more than 30 days from the purchase date.
- Equipment was determined to be ineligible (e.g., opened software, liquid or physical damage).

Any rebate associated with the equipment subsequently returned will be voided.

The following purchases are excluded and cannot be returned or exchanged under this policy.

- Equipment received through an insurance claim
- Gift cards and ringtone cards

Service Cancellation

Call the number on your invoice/receipt to cancel your service. You may cancel service **within 30 days** from the activation date to avoid the early termination fee of: \$150 for Basic Phones, Quick-messaging Phones, Mobile Hotspots and USB Modems, declining by \$4 per month for the remainder of the contract term and \$325 for Smartphones, Tablets and Netbooks, (including BlackBerry, Palm, Apple iPhone and iPad, Symbian and Android), declining by \$10 per month for the remainder of the contract term. You will be responsible for all applicable usage fees, prorated access charges, taxes, surcharges or other charges through the termination date. ATMC Wireless will refund your activation fee, if any, if service is terminated within 3 days of activation.

You may have to return any handsets and accessories purchased with the service before your account will be cancelled. If you are allowed to cancel service within the 30 day return period, but do not return the equipment within the return period, ATMC Wireless may charge you an amount equal to or up to the full retail price of the equipment. A restocking fee applies to all devices (excluding tablets) purchased through ATMC Wireless. The restocking fee does not apply to iPhone if it is returned, unopened, during the return period. A restocking fee of 10% of the sales price applies to all tablet returns (including iPad). The restocking fee does not apply if the iPad is returned, unopened, during the return period. Corporate Responsibility Users: For Apple branded equipment (iPhone and iPad), the restocking fee is 10% (unless the device is returned, unopened, during the return period.)

If you paid a security deposit, it will take 1 to 2 billing cycles to process the return of the security deposit. The charges for service used on the account before the service termination date will be applied against the security deposit.

Warranty Claims/Exchanges

New wireless devices and netbooks carry a one-year manufacturer's warranty from date of purchase. Refurbished wireless devices and netbooks carry a 90-day manufacturer's warranty from the date of purchase. New Apple branded equipment is covered by Apple's one-year Limited Warranty. Refurbished Apple branded equipment is covered under Apple's original Limited Warranty, and will have at least 90 days or more remaining under the warranty when sold.

- For warranty claims on all wireless devices (except netbooks and Apple branded equipment) after the first 30 days from purchase, call 910-754-4311 or visit an ATMC Wireless store.
- For warranty claims on netbooks after the first 30 days from purchase, please refer to the manufacturer's warranty information included with the netbook.
- For warranty claims on Apple branded equipment, please refer to www.apple.com/support/oss/ for details.

Any rebate associated with the equipment subsequently returned will be voided.

The following purchases are excluded and cannot be returned or exchanged under this policy.

- Equipment received through an insurance claim
- Gift cards and ringtone cards

GoPhone Pay As You Go Returns

Funds deposited into a GoPhone account are not refundable or redeemable for cash or credit, during or after the 30-day return period. Pay As You Go refill cards or PIN or funds are not refundable or redeemable for cash or credit.