



Mobile Acceptable Use Policy

This Acceptable Use Policy (this "Policy") includes your use of all Pioneer Connect Mobile (Pioneer) products and services (the "Pioneer Mobile Services"). Pioneer aims to provide customers with the best mobile voice, messaging, and data services possible.

You agree to comply with this Policy as a condition for using Pioneer Mobile Services. If you do not agree to abide by this Policy, your recourse is to stop using the Pioneer Mobile Services and terminate your services. This Policy is in addition to any other applicable use terms in the Pioneer Mobile Customer Agreement.

What activities are prohibited by this Policy?

This policy permits or prohibits certain activities depending on whether you are using voice, messaging, or data services.

Pioneer prohibits the use of Pioneer Services for any illegal, fraudulent, harmful, or abusive activities, or any activities that interfere with or disrupt the services provided to other users, the Pioneer network, or its systems.

Prohibited Voice Uses

Some examples of prohibited uses are:

- Use of auto-dialers
- Telemarketing, advertising or commercial solicitation to a person
- Extensive call forwarding or use of call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facilities
- Using the service in connection with a business (including a home-based business, a non-profit business, governmental or any other enterprise)
- Operating a call center or conference line
- Usage for monitoring services, data transmissions, or transcription services
- Transmissions or reception of broadcasts over teleconferencing facilities or other means
- Transmissions or reception of recorded material (other than your recorded consumer voice messages)
- Transmission or reception of communications which do not consist of consumer voice messages
- Transmission or reception of communications which do not consist of standard voice calling involving live dialogue between individuals

Prohibited Message Uses (including text, picture and video messages)

- Transmission or reception of communications which do not consist of consumer or SMS messages
- Resale to others
- Bulk messaging such as "blast" or other mass messaging

- Automatically generated messages
- Engaging in activities that may generate payments to a customer due to the customer's use of the Pioneer Mobile Service

Prohibited Data Uses

You are prohibited from any activity that compromises the security or integrity of the Pioneer network, including unauthorized access to any system or data, distribution of viruses, malware, or other harmful code, or conducting any kind of hacking or security breach attempt. Other prohibited uses include, but are not limited to:

- Hindering other customers' access to the wireless network
- Compromising network security or capacity
- Excessively and/or disproportionately contributing to network congestion
- Usage that has an adverse impact on network service levels or legitimate data flows
- Usage that degrades network performance
- Usage that causes harm to the network or other customers
- Reselling data services, either alone or as part of another good or service
- Tethering a wireless device to a computing device without having a subscription to a service plan designed for this purpose
- A particular use for which a service plan or feature is offered, but to which you have not subscribed
- Activating a device on a service plan not intended for its use (e.g., activating a 4G device on a service plan intended for 4G LTE devices)

Accessibility provisions:

Notwithstanding anything to the contrary in this Policy, use of Pioneer Mobile services by customers with accessibility needs are not a violation of this Policy if industry standard accessibility technologies and solutions are used and such use does not otherwise constitute impermissible use of the Pioneer Mobile Services (such as, for example, uses for illegal purposes). Pioneer supports lawful accommodations for accessibility as required by applicable Federal and State laws.

How does Pioneer determine whether a Pioneer Mobile user violates this Policy?

When an account shows excessive call volumes or abnormal messaging or data usage compared to a typical, non-commercial, residential user, Pioneer may review the calling, messaging and/or data patterns to ensure compliance with this policy and may apply reasonable network management practices to ensure performance and security. Pioneer and its suppliers reserve the right at any time to review communication traffic patterns and volumes to identify, among other things:

- Relative proportion of in-state, out-of-state, or international calling destinations
- Excessive calls to the same destination telephone number, indicative of an automated call-forwarding device or of chat line or conference bridge usage

- Excessive inbound calls
- Excessive calls made during business hours
- Excessive short-duration outbound calls made during business hours
- Excessively long calls to any single number
- Excessive calls made during a month
- Calls made to numerically consecutive numbers, indicative of auto-dialing or “robocalling
- A high volume of calls terminated and re-initiated consecutively, which in the aggregate result in excessive call lengths during a specific time frame
- Excessive inbound text messages
- Excessive outbound text messages; or
- Other unusual or atypical calling or usage patterns indicative of an attempt to evade Pioneer's enforcement of this Policy

If the review reveals calling, messaging or data usage patterns indicative of use that is inconsistent with a purpose other than personal and non-commercial residential use, then Pioneer may enforce this Policy by taking one or more of the actions indicated below.

Pioneer also reserves the right to manage network traffic to ensure fair access for all users, including the possibility of deprioritizing data usage for certain customers during times of network congestion, as described in your service plan.

How can I track my calling and messaging usage?

You may view your call and message records by logging in to your Pioneer Mobile account at: www.pioneer.net/shop/products/

What obligations do I have under this Policy?

You and all users of the Pioneer Mobile Services associated with your Pioneer Mobile account must comply with this Policy. If you, or any users of Pioneer Mobile Services on your account fail to comply with this Policy, Pioneer reserves the right to suspend or terminate your Pioneer Mobile Services. You are legally and financially responsible for all activity on your Pioneer Mobile account and all devices connected to your Pioneer Mobile account, including by friends, family members, or other individuals with access to your services. It is also your responsibility to secure any mobile devices that you use to access your services.

How will I know when Pioneer changes this Policy and how do I report violations of it?

Pioneer may revise this Policy from time to time by posting a new version on the Pioneer Mobile Web site at www.pioneer.net or by email.

What happens if I violate this Policy?

Pioneer reserves the right to immediately suspend or terminate your Pioneer Mobile Services and terminate the Pioneer Mobile Customer Agreement if you violate the terms of this Policy or the Pioneer Mobile Customer Agreement. In all but the most severe cases, Pioneer will contact you

before taking these steps to tell you when your Pioneer Mobile Services will be terminated or suspended. The notice will provide the date you will be disconnected.

How does Pioneer enforce this Policy?

Pioneer **does not** monitor the voice or messaging conversations of its customers in order to enforce this policy.

During a review for possible violation of this Policy, Pioneer may suspend the account or accounts involved and/or block calling and/or messaging that potentially violates this Policy. You expressly authorize and consent to Pioneer and its suppliers cooperating with: (i) law enforcement authorities, regulators, and other government agencies in the investigation of suspected legal violations, and (ii) other network or facilities suppliers in order to enforce this Policy. Upon termination of your Service account, Pioneer is authorized to delete any voicemail and other messages and communications associated with your account (and any secondary lines associated with your account). The failure of Pioneer or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.