

## Terms & Conditions

Apex Wireless reserves exclusive right to suspend or terminate the subscribed line due to a late payment, payment failure or default on behalf of your employer.

**Payment** Invoices will be emailed five days prior to payment run (autopay) and declined payments will receive a 21-day grace period before services will be suspended. Once payment is received, it can take up to 24 hours for services to be reconnected, additionally, a \$25 reconnection fee will be applied to the following month's invoice. After 31-days of non-payment, numbers will be cancelled, and any applicable fees will be applied to the final invoice and sent for collections.

**Contract Plan** The contract term is depending on the options made available by your employer. Full Retail and BYOD rate plans have no contract and you may cancel at any time with no cancellation fees. Subsidy purchases required a 24-month service contract. Early cancellation of service for all subsidy purchase will result in an Early Termination Fee (ETF) based on the remaining term of your service agreement and/or device cost. Full payment of the above-mentioned fees will be required to unlock any device if canceled before the 24-month term.

**Early Termination Fee (ETF)** As the subscriber, you will be responsible for any Early Termination Fees associated fees associated with your line(s) of service. Early Termination Fees will be charged to your credit card on file or will be deducted from your employee paycheck.

Your employer is not responsible for the carrier service quality or service interruptions.

All billing questions will be directed to Apex Wireless via your customer service portal; this includes but is not limited to change of payment method, billing questions, termination requests, orders for new or additional lines of service or replacement hardware devices.

## USE OF PERSONAL INFORMATION

We use your personal information for a variety of purposes, including providing you with services. We use your personal information for the following reasons:

- Process your orders.
- Protect our and our customers' rights and property.
- Respond to legal process and emergencies.
- Develop or inform you of new products and services.

## INFORMATION WE SHARE

We may share information that is anonymized or in an aggregated form that does not directly identify you. We do not share your personal information with third parties:

**Group Account Holders** We offer group accounts to business and government customers, family customers and other group account holders ("Group Accounts"). The account holder for Group Accounts is the entity or person that buys the service or product for its employees, family members or other authorized users. You (as the user of a device) may receive service, certain pricing, terms or other benefits

through a Group Account with us. If so, we may share with that Group Account holder customer registration and other information related to your account.

**Protection of Apex Wireless and others** We may access, monitor, use or disclose your personal information or communications for the following reasons:

Comply with the law or respond to lawful requests or legal process; protect the rights or property of us, our agents, members, our customers, and others including to enforce our agreements, policies and terms of use respond to emergencies; initiate, render, bill, and collect for services; or Facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government requirement; or determine eligibility for government benefits.

#### **NETWORK AND INFORMATION SECURITY**

We maintain a variety of physical, electronic, and procedural safeguards. These safeguards help protect your personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction.

#### **UPDATING THIS POLICY**

This policy may change from time to time and the current policy will always be maintained on within the Selfcare Portal where you pay for your monthly service.

#### **EMPLOYMENT TERMINATION**

- In the event my employment is terminated, I understand I have the right to transfer my Mobile number(s) to a personally liable account with Sprint at no additional charge. I understand that if I do not comply within 30 days of termination date that my mobile phone number(s) may be subject to cancellation at that time.
- I understand if I do not transfer my mobile phone number(s) within the specified timeframe of 30 days from my employment termination date the I will return my devices to Apex Wireless at no additional cost.
- I understand my employer reserves the right not to transfer my numbers in an event of fraud or any other unlawful acts in accordance with state and federal law