



TERMS AND CONDITIONS

General Terms and Conditions:

These general terms and conditions describe the rights and obligations of AMERICA NET COMMUNICATION LLC and its Customers concerning the delivery, performance and use of the Products and Services.

1. DEFINITIONS

1.1 Acceptable Use Policy:

America Net Communication LLC is an American cellular phone operator with national coverage and interconnection with the major networks within the United States of America.

Our mission is to provide easy solutions for Telecommunications bringing people together across the United States and Brazil.

Based in Miami - Florida, the company offers simple solutions to Brazilians who are in the United States, such as making and receiving calls in the United States with quality, low cost and the access to the latest features for internet connection.

1.2 Agreement:

There is no formal contract. There is a license for the use of the SIM card. In other words, a registration for the use will be done according to the Law of the Communication Services in the United States.

a. In addition to these general terms and conditions, there are other features which may include but is not limited to i) the User Guide accompanying the SIM Card or available at www.americanetmobile.com; ii) the Charges for Services published by America Net from time to time, including any special offers; iii) the transaction materials that you sign or accept (via electronic acceptance online or through a America Net retail location or that of an authorized retailer) during the sales transaction (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding the plan charges and numbers of minutes included in your service plan); and (iv) any confirmation materials that we may provide to you. It is important that you carefully read all of the terms of the Agreement.

b. The license to use starts when a Customer purchases a SIM Card.

c. You represent that you are at least 18 years old and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service; (d) paying for the Service or a SIM (purchased from America Net, a America Net dealer, or other America Net Communication authorized retailer).

1.3 Charges: The only payments are when buying the SIM card or when buying it or reloading. The current prices for plans are available at <http://www.americanetmobile.com>.

1.4 Customer: Any individual, company or other entity that purchases a SIM Card. In these general terms and conditions, the Customer is sometimes referred to as "you" or "your".



1.5 Customer Services Department: The department of America Net that you may contact for any enquiries about the Products or Services. You may contact the Customer Services Department in several ways:

- a. Dial 1 855 -840 -2030 from any telephone (at no cost);
- b. Dial +1-786-762-4156 from any other telephone while abroad (international roaming charges apply);
- c. Visit the website of America Net at <http://www.americanetmobile.com/> (and click on the "Contact Us" tab);
- d. Send e-mail to the Customer Services Department at cs@americanetmobile.com , or
- e. Write to Customer Services Department at the address listed in Section 1.8 below;

1.6 Device: A GSM mobile telephone, handset, or other device used to access the Services.

1.7 America Net: America Net Communication LLC or subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors. In these general terms and conditions, America Net Communication is sometimes referred to as "we", "us" or "our". America Net Communication LLC contact mailing address: 8333 NW 53RD ST SUITE 413 DORAL, FL 33166.

1.8 Network: The telecommunications networks used by America Net Communication to provide the services to you.

1.9 Personal Data: The personal information that you provide to America Net Communication or that America Net Communication generates, collects, uses, processes and stores about you while providing the Services, including but not limited to your name, address, date of birth, mobile telephone number, call data records including Traffic Data and Location Data, top-up records, credit card or debit card details, billing records, voice mail recordings, copies of e-mails including your e-mail address, and records of Customer Services Department enquiries made by you.

1.10 Privacy Policy: The policy that describes how America Net Communication generates, collects, uses, processes and stores your Personal Data.

1.11 Products: The America Net SIM Card or any other branded products offered by America Net Communication.

1.12 SIM Card: The prepaid, pre-activated card that allows you to access and use the Services by inserting the SIM Card into a compatible Device. Like any other prepaid model, when inserting the SIM card in your phone, it needs to be enabled through our portal (site), our call center (0800) or by any authorized dealer. After the enabling on, the SIM card will be ready to receive and make calls. You can use a cell phone number of any American city under the coverage of America Net Mobile. When enabling your SIM Card on the portal you need to inform the Zip Code of the city in the US and the system will assign a local number, based on the informed Zip Code of the city. The high-speed internet service will be available through 3G and 4G in all American territory automatically, according to the specifications of each device.



1.13 Roaming Services: The mobile telephone services that you use does not imply extra charges for roaming within The United States.

1.14 Services: The America-Net Mobile SIM card has two different numbers: a Brazilian conventional landline phone number and an American cell phone number. Through its Brazilian conventional landline number, you will be able to receive calls from all over Brazil with no extra charging rates of international displacement (roaming).

In Summary, **your America Net SIM Card will give you:**

- 1) Two phone numbers in one single SIM card: A conventional landline with a Brazilian fixed number and an American cellular one.
- 2) Unlimited calls from Brazil to your landline phone number with no additional charges of roaming.
- 3) Calls to landline numbers in Brazil without paying pricey international rates.
- 4) Right to make and receive calls throughout the American territory using your mobile phone.
- 5) Internet Access through 3G and 4G networks.
- 6) Support in Portuguese .

1.15 Reloads: If necessary, you can add more credits to make calls to a cell phone number in Brazil or any other country at any moment with a recharge card (purchase).

It can be done in our distribution network (where to buy link) or through "MY American portal" (link to the portal).

Just keep at hand the ESN number of the America Net Mobile SIM Card (located on the back) and reload as you wish.

Reload plans:

U\$ 20 (dark blue card)

- 55 minutes to any cell phone in Brazil; or
- 22 minutes for other countries

U\$ 50 (orange card)

- 138 minutes to any cell phone in Brazil; or
- 55 minutes for other countries.

U\$ 100 (purple card)

- 277 minutes to any cell phone in Brazil; or
- 111 minutes for other countries

Remarks:

- The cost of a call to a cell phone in Brazil is U\$ 0.36/min
- The cost of a call to other countries is U\$ 0.90/min



1.16 User Guide: The guide or documentation supplied with your SIM Card is listed at www.americanetmobile.com, which explains how you may access and use the Services.

2. THE SERVICES

America Net Communication offers simple solutions to Brazilians who are in the United States, such as making and receiving calls in the United States with quality, low cost and the access to the latest features for internet connection.

The America-Net Mobile SIM card has two different numbers: a Brazilian conventional landline phone number and an American cell phone number. Through its Brazilian conventional landline number, you will be able to receive calls from all over Brazil with no extra charging rates of international displacement (roaming).

You can use the America Net SIM Card on any unlocked GSM cell phone.

It takes only three steps:

- 1) When arriving in the United States, you need to remove your current SIM card from the device and insert the new America Net Mobile SIM Card.
- 2) Enable the numbers using our support through the phone 1 855 840 2030 (in the USA). You can also do that on our website www.myAmericaNetmobile.com
- 3 – You are ready! Start making and receiving calls using your new SIM Card.

This product has no annual contract and is valid only in American territory. The use of credit and / or refills is on the user's responsibility.

COVERAGE

The product was developed in order to help Brazilians in transit in the United States and even the ones who live there.

America-Net Mobile covers the cities with the highest concentration of Brazilian people, for example: Miami/FL

- Orlando/FL
- New York/NY
- Boston/MA
- Los Angeles/CA
- San Francisco/CA
- Washington DC/WA
- Chicago/IL
- And many others!



2.1 America Net Communication will immediately connect you to the Services as soon as you buy and activate your SIM card. As long as you have sufficient credit you will be able to continue to use the Services until either America Net Communication or you decide to end the use in the ways allowed in this License to use.

2.2 America Net Communication will provide the services to you using its own Network.

2.9 We do not guarantee or endorse any third party content that you may access or use. Your use of any third party content is entirely at your own risk. We do not guarantee access to third party content where you access or download the content from the internet or upload or transmit content using the Services.

2.10 The record of your use of the Services, including calls and messages made and received you may access on our website.

2.11 Our Customer Services Department can supply details of the other mobile operators we have porting arrangements with and how you may port your number. We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

2.12 Terminate any Service at any time for any reason. Since there is no formal contract but in fact a license for the use, the customers can stop using at any time they want. No charges will be implied.

2.13 Use of Information: America Net Communication may retain, use, and share information collected when you download, use, or install some Content or Apps, may update your Content or App remotely, or may disable or remove any Content or App at any time. Refer to America Net Communication's Privacy Policy as well as the Content or App creator/owner's privacy policy for information regarding the use of information collected when you download, install, or use any Content or App. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content or App.

3.THE SIM CARD; DEACTIVATION.

3.1 The SIM Card is used by inserting it into a compatible GSM Device. When the SIM Card has been inserted and you activate it, you will be able to use, the Services.

3.2 Associated with your SIM Card is the PIN code (personal identification number) and the PUK code (personal unlocking key). The PIN and PUK codes must never be kept together. You will take every necessary precaution to preserve the secrecy of your PIN and PUK codes. You will be liable for any fraudulent or improper use of your SIM Card or Account that results from the intentional or accidental disclosure of your PIN or PUK code or the transfer of your SIM Card to another person.

3.3 America Net Communication will only replace a SIM Card where it is found to be defective by reason of faulty workmanship or design. America Net may charge you for a replacement SIM Card where America Net Communication reasonably believes that you are responsible for the loss or damage of your original SIM Card or where someone has stolen your original SIM Card. It is your responsibility to promptly inform America Net Communication of any loss, damage or theft to your SIM Card, or any fraudulent or improper use of your SIM Card.

3.4 You are not entitled to receive any cash refund for any credit balance remaining in your SIM card credits at any time, including where you fail to use the Services and your SIM Card has been deactivated.



3.5 Interest is not payable on any credit balance in your Account. Each time you use the Services (or someone else uses your Device) the credit balance in your Account will be reduced for the voice call, message or data you are making or sending according to the destination and the current charges.

4. USE

4.1 You agree to use the SIM Card in a compatible GSM Device for the purpose of using the Services. America Net Communication does not supply all GSM Devices. You are solely responsible for any fault with the GSM Device you provide which may cause interference or problems with your use of the Services.

4.2 You agree not to use the SIM Card or the Services and not to permit another person to use your SIM Card or the Services:

- a. fraudulently or in connection with a criminal offence;
- b. for the purpose of making an unsolicited communication or storing and/ or communicating any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, or which is a breach of privacy, an infringement of copyright, or is otherwise unlawful,
- c. to knowingly and deliberately cause annoyance, inconvenience or needless anxiety to another person,
- d. to make any offensive, abusive, indecent, defamatory, obscene or menacing call to any Customer Services Department representative,
- e. to transmit a virus or other malicious software, use the Services in a manner that impairs the operation or security of the Network or may cause death, personal injury or damage to property,
- f. with equipment that is not approved for use with the Network, including, but not limited to, SIM-boxes and SIM-gateways,
- g. accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, America Net Communication's or another entity's network or systems;
- h. assisting or facilitating anyone else in any of the above activities, and
- i. otherwise than in line with the conditions of this Agreement.

4.3 If America Net Communication reasonably suspects that you have failed to comply with any of the provisions of Section 5.2, America Net Communication shall have the right to suspend, partially or fully, your access to the Services and/ or terminate the License without prior notice and with immediate effect

5. PRIVACY POLICY & AUTHENTICATION

5.1 America Net Communication will only generate, collect, use, process and store your Personal Data in accordance with all applicable laws and regulations, as amended from time to time. As we provide telecommunications Products and Services to you (the SIM card holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and services you use. Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your use, including authentication procedures when you contact us.



5.2 Our Privacy Policy is available at [privacy policy](#). This policy may change from time to time, so review it with regularity and care.

6. DISPUTE RESOLUTION

6.1 The parties each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution.

6.2 The parties each agree to arbitrate all Disputes between us, on an individual basis, not on a class-wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there's no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. The parties each also agree as follows:

a. "Disputes" are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that you bring against our employees, agents, affiliates, or other representatives or that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

b. If either party wants to initiate a claim to arbitrate a Dispute, each agrees to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, relevant documents and supporting information, and the proposed resolution. Notice to Customer will be sent to the mailing address of record in the Account, or if none, by text message or email, and notice to us will be sent to: 8333 NW 53RD ST SUITE 413 DORAL, FL 33166. . We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we each cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

c. The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a dispute is subject to arbitration.

d. Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in Miami, Florida.

e. The arbitration will be governed and conducted by (i) a neutral third party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (ii) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this "Dispute Resolution" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class-wide or consolidated basis.



f. WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

g. We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

h. Exceptions to Our Agreement to Arbitrate Disputes: Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf.

6.3 To the extent allowed by law, we each waive any right to pursue disputes on a class-wide basis; that is, to either join a claim with the claim of any other person or entity or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration, or other proceeding.

6.4 To the extent allowed by law, we each waive any right to trial by jury in any lawsuit, arbitration, or other proceeding.

7. LIABILITY OF AMERICA NET COMMUNICATION;

7.1 America Net Communication does not accept any liability for the delivery, performance and use of the Products and Services other than as stated in this Term.

7.2 America Net Telecommunication is not responsible for damage or loss or inconvenience incurred by you and that results from the content of any voice call, message or data sent or received by you.

7.3 America Net Communication is not responsible for damage or loss or inconvenience incurred by you and that results from the involvement of a third party, including governmental, judicial or administrative bodies.

7.4 America Net Communication is not responsible for any damage or loss incurred by you where such damage or loss is indirect or not a reasonably foreseeable result of a breach by us, or where we are not at fault or to the extent you have contributed to the damage or loss. Under no circumstances is America Net Communication liable for any incidental, consequential, punitive, or special damages of any nature whatsoever arising out of or related to providing or failing to provide Services, including, but not limited to, lost profits, loss of business, or cost of replacement products and services.

7.5 In the event your SIM Card is lost or stolen, or you believe your SIM Card is being used in a fraudulent or improper manner by another person, you must promptly contact the Customer Services Department. America Net Communication will then be able to block the use of your SIM Card. If you fail to promptly contact the Customer Services Department, you will be liable for all Charges relating to the use of the SIM Card until you do notify us, regardless of whether the Charges were incurred by you or someone else.

7.6 America Net Communication is not responsible for the failure of any payment enabler, distributor or retail outlet to properly activate your SIM Card or Top-Up Voucher



or process any payment you made. In these cases, you should contact the retail outlet where you obtained your SIM Card and request a refund.

7.7 You acknowledge the inherent risk in the use of a mobile telephone while driving a motor vehicle. America Net Communication is not responsible for damage or loss or inconvenience incurred by you and that results from any accident caused by the use of a mobile telephone while driving a motor vehicle.

7.8 TO THE EXTENT ALLOWED BY LAW, AMERICA NET COMMUNICATION LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID US FOR THE APPLICABLE SERVICES. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

8. CHANGES:

8.1 Please check our website regularly for any changes. We may also notify you of changes by way of advertisement in the national media, by email, by correspondence to your last known address in our records, or by text message or by other reasonable means. We may also place a recorded message on the phone number for our Customer Services Department.

8.2 UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES. WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

9. COMPLAINTS

9.1 If you have a complaint about the Products or Services you should contact our Customer Service Department as set forth in Section 1.6.

10. DEVICES

10.1 Device and Compatibility. A Device may not be compatible with the network and services provided by another service provider. You may buy a Device from others, but it must be compatible with and not potentially harm our network or that of our telecom partners. Your Device is designed to be activated on our networks and in other coverage areas that we may make available to you

10.2 Lost or Stolen Devices. You agree to notify America Net Communication if your Device is lost or stolen. Once you notify us, we will suspend your Service. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). After your Service is suspended, America net Communication will credit you for any then current account balance as of the notification. America Net Communication will allow any balance to be transferred to a replacement SIM or Device. America Net Communication will not be responsible for usage charges that deplete your account balance prior to your report, nor for the cost of any replacement Device. America Net Communication will supply one replacement SIM at no cost to you by regular mail as soon as reasonably



practical. If you request that we not suspend your Service, you will remain responsible for all usage.

10.3 Your Device, Number, & E-mail Address America Net Communications does not manufacture any Device that America Net Communication might sell to you or that is associated with our Services, and America Net Communication isn't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** Device warranty procedures and repairs will be listed with the Device purchase materials. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no proprietary, ownership, or other rights to any phone number, identification number, e-mail address, or other identifier that we assign to you, your Device, or your account, and you cannot gain any such right through publication, use, or similar action. We'll notify you if we decide to change or reassign them.

10.4 Information on Devices: . Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). America Net Communication is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example when you relinquish, exchange, return, or recycle your Device. By submitting your Device to America Net Communication or our authorized dealers or supporting vendors, you agree that their employees, contractors, or vendors may access all of the information on your Device

10.5 Disclaimer of Warranties UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, AMERICA NET COMMUNICATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR DEVICE (AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

11. GENERAL PROVISIONS

11.1 This Agreement represents the entire agreement between America Net Communication and you in relation to the Product and Services. It takes precedence over all prior agreements (written and oral), and all representations or other communications between America Net Communication and you. The retail outlets are not authorized by us to amend this Agreement or to agree any terms which are inconsistent with these terms and conditions.

11.2 No term or condition of this Agreement is enforceable by any third party (a person who is not a party to this Agreement).

11.3 Failure or delay by either America Net Communication or the Customer to enforce any right under this Agreement shall not prevent America Net Communication or the Customer (as the case may be) from taking further action.

11.4 If any term or condition of this Agreement is determined to be partially or wholly void or unenforceable by any court or body of competent jurisdiction or as a result of any legislation, it shall be void and unenforceable only to that extent. The validity and enforceability of the other terms and conditions shall not be affected.



11.5 Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your SIM, without regard to the conflicts of law rules of that state. The courts of the state of Florida will have exclusive jurisdiction over any dispute under this Agreement.

11.7 911 Or Other Emergency Calls: Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.