

Terms and Conditions of Service

Effective Date: 02-01-2026

Last Updated: 02-01-2026

1. Acceptance of Terms

Welcome to Upward Mobile. These Terms and Conditions of Service ("Terms") constitute a legal agreement between you ("Customer," "you," or "your") and Upward Mobile ("Upward Mobile," "we," "us," or "our") governing your use of our prepaid wireless services, including voice, text, data, and international calling services.

By activating service, purchasing a plan, or using our services in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not use our services.

2. Service Description

2.1 Prepaid Wireless Services

Upward Mobile provides prepaid wireless telecommunications services as a Mobile Virtual Network Operator (MVNO). Our services include:

- Domestic voice calling
- Text messaging (SMS and MMS)
- Mobile data services
- International calling (where applicable to your plan)
- International roaming (select plans)

2.2 Network Coverage

Our services utilize a national network provider. Coverage is available nationwide throughout the United States where our national network provides service. Coverage maps are estimates and actual coverage may vary based on terrain, weather, network congestion, and other factors beyond our control. We do not guarantee service availability in all locations.

2.3 Service Limitations

Service quality and availability depend on factors including but not limited to: network capacity, terrain, weather conditions, customer equipment, signal strength, and technical limitations. We reserve the right to modify, suspend, or discontinue any aspect of our services at any time with or without notice.

3. Eligibility and Account Registration

3.1 Age Requirement

You must be at least 18 years of age to enter into this agreement and purchase our services. By using our services, you represent and warrant that you meet this age requirement.

3.2 Account Information

You agree to provide accurate, current, and complete information during registration and to update such information to maintain its accuracy. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

3.3 One Account Per Customer

Each customer may maintain only one active account unless otherwise authorized by Upward Mobile.

4. Plans and Pricing

4.1 Prepaid Plans

All Upward Mobile plans are prepaid. You must purchase and activate a plan before using our services. Plans are valid for 30 days from the date of activation unless otherwise specified.

4.2 Plan Features

Each plan includes specified allotments of voice minutes, text messages, and data. Plan details, features, and pricing are available on our website at <https://upwardmobile.net/> and are subject to change.

4.3 Plan Expiration

Plans expire 30 days after activation. Upon expiration, you must purchase a new plan to continue service. Unused voice, text, or data allotments do not roll over to subsequent plan periods and are forfeited upon plan expiration.

4.4 Pricing Changes

We reserve the right to change our pricing and plan offerings at any time. Price changes will not affect plans already purchased but will apply to future plan purchases.

4.5 Taxes and Fees

All prices are subject to applicable federal, state, and local taxes, fees, and surcharges, including but not limited to Universal Service Fund fees, regulatory recovery fees, and emergency services fees. These charges will be added to your total cost at the time of purchase.

5. Payment Terms

5.1 Payment Methods

We accept payment via credit card, debit card, and other payment methods as indicated on our website. By providing payment information, you authorize us to charge the applicable fees to your designated payment method.

5.2 Payment Processing

Payments are processed at the time of plan purchase. You are responsible for ensuring sufficient funds are available in your payment account.

5.3 Failed Payments

If a payment fails, your service may be suspended or terminated. You remain responsible for any outstanding amounts owed.

5.4 Auto-Renewal

If you opt into auto-renewal services, your plan will automatically renew at the end of each 30-day period using your designated payment method. You may cancel auto-renewal at any time through your account settings. Cancellation must occur at least 24 hours before the renewal date to prevent the next billing cycle.

6. Refund and Cancellation Policy

6.1 No Refunds

ALL PLAN PURCHASES ARE FINAL AND NON-REFUNDABLE. Once a plan is purchased and activated, no refunds will be provided for any reason, including but not limited to:

- Dissatisfaction with service quality
- Lack of coverage in your area
- Failure to use the service

- Early cancellation
- Partial use of plan allotments

6.2 Service Cancellation

You may cancel your service at any time by discontinuing plan purchases. Cancellation does not entitle you to a refund for any unused portion of your current plan period.

6.3 Exceptions

Refunds may be provided at our sole discretion in cases of:

- Billing errors or duplicate charges
- Service outages caused solely by Upward Mobile lasting more than 72 consecutive hours
- Other exceptional circumstances as determined by Upward Mobile

7. Data Services and Network Management

7.1 Data Allotments

Each plan includes a specified high-speed data allotment. Data usage is measured in accordance with industry standards and may differ from measurements on your device.

7.2 Data Throttling

Some plans may include data throttling. For the applicable plans, once you exceed your plan's high-speed data allotment, your data speeds will be reduced (throttled) for the remainder of your 30-day plan period. Throttled speeds are sufficient for basic web browsing and email but may not support streaming video, large downloads, or other data-intensive activities.

7.3 Network Management

We employ reasonable network management practices to ensure network quality and availability for all customers. During periods of network congestion, your data may be temporarily slowed. Data-intensive activities such as video streaming, file sharing, and downloading may be subject to additional management measures.

7.4 Prohibited Uses

You may not use our data services for:

- Continuous streaming or downloading that unreasonably burdens the network

- Operating servers or hosting services
- Reselling or redistributing our services
- Illegal activities or content distribution
- Any use that interferes with other customers' use of the network

8. Device Compatibility and Requirements

8.1 Compatible Devices

Your device must be compatible with the network and meet our technical specifications. Compatible devices include those that are unlocked and support the frequencies and technologies used by our network provider.

8.2 SIM Cards

We provide physical SIM cards (pSIM) and electronic SIM cards (eSIM) for service activation. SIM card availability depends on your device compatibility.

8.3 Device Sales

Upward Mobile may provide links to third-party retailers for device purchases. We are not responsible for devices purchased from third parties, including their compatibility, warranty, or performance. Any issues with third-party device purchases must be resolved directly with the seller.

8.4 Device Unlock Status

You are responsible for ensuring your device is unlocked and compatible with our network before purchasing service. We are not responsible for devices that are carrier-locked or incompatible.

8.5 BYOD (Bring Your Own Device)

If you bring your own device, you warrant that:

- You own the device or have authorization to use it
- The device is not reported as lost or stolen
- The device is unlocked and compatible with network standards
- The device complies with FCC regulations

9. International Services

9.1 International Calling

Select plans include international calling to specified countries. International calling rates, destinations, and minute allotments vary by plan. Please review your plan details for specific information.

9.2 International Roaming

International roaming services are available on select plans. Roaming rates, coverage areas, and data speeds vary by country and plan. You are responsible for understanding the roaming terms and costs associated with your plan before traveling internationally.

9.3 Roaming Charges

Additional charges may apply for international roaming beyond your plan's included allotment. You are responsible for all roaming charges incurred.

10. Prohibited Conduct

You agree not to use our services for any unlawful purpose or in any way that:

- Violates any applicable local, state, federal, or international law
- Infringes upon the rights of others
- Harasses, threatens, or defames any person
- Distributes spam, viruses, or malicious code
- Interferes with or disrupts our network or services
- Attempts to gain unauthorized access to our systems
- Uses automated dialing systems or robocalls without proper authorization
- Resells or redistributes our services without authorization
- Violates the terms of the underlying network provider

We reserve the right to immediately suspend or terminate your service if we suspect prohibited conduct.

11. Service Suspension and Termination

11.1 Suspension by Upward Mobile

We may suspend or terminate your service immediately without notice if:

- You violate these Terms

- You engage in fraudulent activity
- You fail to pay amounts owed
- You use the service in a manner that harms our network or other customers
- We are required to do so by law or regulatory authority
- Your account shows signs of abuse or misuse

11.2 Termination by Customer

You may terminate service at any time by discontinuing plan purchases. Termination does not entitle you to any refund.

11.3 Effect of Termination

Upon termination, you must immediately cease all use of our services. You remain responsible for all charges incurred before termination. Your phone number may be released and reassigned after termination.

12. Privacy and Data Collection

12.1 Privacy Policy

Our collection, use, and disclosure of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our services, you consent to our Privacy Policy.

12.2 Customer Proprietary Network Information (CPNI)

We collect and maintain Customer Proprietary Network Information as defined by FCC regulations. We will not share your CPNI with third parties for marketing purposes without your express consent, except as permitted by law.

12.3 Location Data

Our services may collect location data from your device to provide emergency services, network optimization, and other service features.

13. Intellectual Property

13.1 Ownership

All content, trademarks, service marks, logos, and intellectual property displayed or made available through our services are the property of Upward Mobile or our licensors. You may not use, reproduce, or distribute any such content without our express written permission.

13.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to access and use our services for personal, non-commercial purposes in accordance with these Terms.

14. Disclaimers and Limitations of Liability

14.1 Service Availability

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

14.2 No Guarantee of Service

We do not guarantee that our services will be uninterrupted, secure, or error-free. Network coverage, speed, and quality may vary. We are not responsible for service interruptions caused by factors beyond our control, including but not limited to the underlying network provider, natural disasters, equipment failures, or government actions.

14.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UPWARD MOBILE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF OUR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.4 Maximum Liability

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU PAID TO UPWARD MOBILE IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

14.5 Emergency Services

While we provide access to 911 emergency services, we cannot guarantee the availability, accuracy, or reliability of emergency services. You should not rely solely on wireless services for emergency communications. Location information transmitted to emergency services may not be accurate.

15. Indemnification

You agree to indemnify, defend, and hold harmless Upward Mobile, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of our services
- Your violation of these Terms
- Your violation of any rights of another party
- Your violation of any applicable laws or regulations

16. Dispute Resolution

16.1 Informal Resolution

If you have a dispute with Upward Mobile, you agree to first contact our customer service department to attempt to resolve the dispute informally.

16.2 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or our services that cannot be resolved informally shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted in Cincinnati, OH, and judgment on the arbitration award may be entered in any court having jurisdiction.

16.3 Class Action Waiver

YOU AGREE THAT ANY ARBITRATION OR PROCEEDING SHALL BE LIMITED TO THE DISPUTE BETWEEN YOU AND UPWARD MOBILE INDIVIDUALLY. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

16.4 Exceptions

Either party may seek injunctive or equitable relief in court for disputes related to intellectual property rights or unauthorized use of services.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Ohio, without regard to its conflict of law provisions. You consent to the exclusive jurisdiction of the courts located in Cincinnati for any disputes not subject to arbitration.

18. General Provisions

18.1 Entire Agreement

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Upward Mobile regarding our services.

18.2 Modifications

We reserve the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on our website with a new "Last Updated" date. Your continued use of our services after such changes constitutes acceptance of the modified Terms.

18.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

18.5 Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction.

18.6 Force Majeure

We shall not be liable for any failure to perform our obligations due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, government actions, or failures of the underlying network provider.

18.7 Survival

Provisions that by their nature should survive termination shall survive, including but not limited to provisions related to limitations of liability, indemnification, and dispute resolution.

19. Contact Information

For questions about these Terms or our services, please contact us at:

Upward Mobile

Website: <https://upwardmobile.net/> or (513) 322-5785

20. FCC and Regulatory Compliance

Upward Mobile complies with all applicable FCC regulations and telecommunications laws. Customers must use our services in compliance with all applicable laws and regulations.

20.1 Emergency Services (911/E911)

Our services provide access to 911 emergency services. However, 911 services over wireless networks may have limitations compared to traditional wireline services. You acknowledge these limitations and agree that Upward Mobile is not liable for the accuracy or availability of 911 services.

20.2 CPNI Certification

You have the right to restrict our use of your Customer Proprietary Network Information (CPNI). You may contact us to modify your CPNI preferences at any time.

20.3 Port-Out Authorization

You have the right to port your phone number to another carrier. To authorize a port-out, you may need to provide account information as required by FCC regulations.

BY USING UPWARD MOBILE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.