

Excess Telecom Terms and Conditions of Service

Excess Telecom provides both ACP (Affordable Connectivity Program) and Lifeline Assisted wireless services where approved. The Lifeline Assistance program is supported by the Federal Universal Service Fund program and is administered by USAC (Universal Service Administrative Company). These Terms and Conditions of Service apply to Excess Telecom services for wireless phones and tablets activated on Excess Telecom services. The following Terms and Conditions of Service become effective by activating or using a device activated on the Excess Telecom network and are a legally binding agreement between you and Excess Telecom. These Terms and Conditions of Service contain important information about your consumer rights. Excess Telecom reserves the right to change or modify our Terms and Conditions of Service at any time and at its sole discretion.

Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the Excess Telecom website unless otherwise required by law. Excess Telecom will notify subscribers of changes that are determined, in Excess Telecom's sole discretion, to be materially averse to a subscriber's service or based on applicable notification regulations. If the subscriber does not terminate service within 30 days of receiving notice, the subscriber is deemed as in agreement and accepts any such changes. Please check our website often at www.Excesstelecom.com for updates to the Terms and Conditions of Service.

Lifeline and ACP Federal Government services provided thru Excess Telecom are monthly supported services that reduce the cost of monthly wireless and or data service and device credits when applicable that reduce the purchase price of approved supported devices. An eligible Excess Telecom customer may receive a Lifeline discount provided by the Federal Government and or State Supported Fund depending on the approval granted to Excess Telecom to provide such services. ACP supported discounts will be provided based on program rules and qualifications in those states Excess Telecom has been granted approval to provide such services and made available. All program rules and qualifications will be followed for applying discounted services under each Federal Supported program. All available discounts are for use on one wireless mobile and data connection device per household.

The ACP is a government benefit program operated by the Federal Communications Commission (FCC) provides discounts on monthly broadband Internet access service and certain connected devices. The ACP provides discounts of up to \$30 per eligible household on monthly broadband Internet access service (or up to \$75 per eligible household on Tribal lands) and up to \$100 on certain connected devices (with a required co-pay of between \$10 and \$50). The ACP monthly service and device discounts cannot be transferred to another household or individual. An eligible household is limited to one monthly service discount and one device discount. ACP benefits may be obtained from any participating provider of your choosing and your monthly service benefit may be transferred to another provider at any time. ACP services and devices are subject to consumer eligibility, provider participation, product availability, and approval by the FCC/Universal Service Administrative Company (USAC). The ACP was launched on December 31, 2021, and replaces the Emergency Broadband Benefit (EBB) program. Subscribers enrolled in the EBB as of December 31, 2021 may keep their EBB benefit for 60 days and must transition to the ACP benefit on March 1, 2022, if eligible.

Lifeline and ACP support may vary between states but will at least equal the dollar (\$) amount Excess Telecom receives in Federal Support and or State Funds. Excess Telecom Lifeline Service is currently limited to California State funding only.

Eligibility for the Excess Telecom Lifeline or ACP service programs are based on participation in an approved Federal or State program qualifier. Subscribers may qualify if they participate in one of the Federal Supported programs or qualify based on household income eligibility standards as defined by the program rules and regulations. Some states may offer a state only discount-based state-approved programs.

When completing the Excess Telecom application, subscriber acknowledges and consents to their name, telephone number, and address to be given to the National Verifier (NV) and Universal Service Administrative Company (USAC) (the administrator of the program) and/or its agents for the purpose of verifying subscribers eligible to participate in the program(s) and do not receive more than one Lifeline/ ACP benefit.

Refusal to grant this permission will mean the consumer is not eligible for service. Subscriber grants authorization to Excess Telecom to access any records required to verify subscriber's statements herein and to confirm continued eligibility for Lifeline/ACP assistance. This consent survives any termination of this agreement.

Emergency Broadband Benefit Subscribers (EBBP)

For subscribers who are currently enrolled in Excess Telecom's EBB services; the FCC is phasing out the EBB Program and replacing it with the ACP (Affordable Connectivity Program) beginning on December 31, 2021. Eligible subscribers who are enrolled in Excess Telecom's EBB Services as of 6:00 PM Eastern Time on December 30, 2021, will continue to receive Services with their EBB program discount of up to \$50 (or for households on Tribal lands, up to \$75) per month during a 60-day transition period, which lasts from December 31, 2021 to March 1, 2022. The discount amount available to subscribers who are enrolled in the ACP after the transition period will be up to \$30 per month. Beginning December 31, 2021, EBB customers may switch their service plan at any time. EBB subscribers who qualified for the EBB through eligibility criteria that are not applicable to the ACP will be required by USAC to demonstrate their eligibility in the National Verifier to receive an ACP benefit using the ACP criteria before the end of the transition period. EBB subscribers will receive additional information if they are required to take additional steps to transition to the ACP benefit on March 1, 2022.

Eligibility

A household is eligible to receive a discount if a member of the household meets one of the criteria below:

- Has an income that is at or below 200% of the [Federal Poverty Guidelines](#) for a household of that size;
- Receives benefits from certain federal assistance programs: Medicaid, Supplemental

Nutrition Assistance Program (SNAP), Supplemental Security Income, Federal Public Housing Assistance, Veterans and Survivors Pension Benefit, Special Supplemental Nutritional Program for Woman, Infants and Children (WIC) Program, or [Lifeline](#);

- Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program;
- Received a Federal Pell Grant during the current award year; or
- Meets the eligibility criteria for a participating provider's qualifying low-income program.

Households on Tribal lands are additionally eligible to receive an ACP discount if a member of the household meets one of the criteria below:

- Receives Bureau of Indian Affairs General Assistance;
- Participates in Head Start (only households meeting the income qualifying standard);
- Receives Tribal Temporary Assistance for Needy Families (Tribal TANF); or
- Participates in the Food Distribution Program on Indian Reservations.

Eligibility will be determined for the FCC by the USAC's National Verifier and National Lifeline Accountability Database, or an alternative verification process approved by the FCC.

Lifeline/ACP Program Restrictions

Subscribers applying for service within these programs agree and declare under penalty of perjury to all of the following conditions:

- Lifeline/ACP program is limited to one connection per
- Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for service. (Social Security information will be protected in accordance with applicable laws).
- Subscriber applying for service certifies that subscriber does not participate in any other Lifeline or ACP program with another carrier or is requesting to transfer their existing service to Excess Telecom
- Subscriber agrees to immediately notify Excess Telecom of any address changes within 30 days.
- Subscriber affirms their household will receive only one Lifeline and or ACP discounted service per economic household
- Subscriber affirms they meet the requirement for head of household
- Subscriber affirms they are at least 18 years
- Subscriber affirms they are not claimed as a dependent on another person's tax

- Subscriber affirms they will immediately notify Excess Telecom if they no longer participate in at least one of federal programs required to receive the support discounted service
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by Excess Telecom. Subscriber also authorizes any state or federal assistance program representatives to verify subscriber's eligibility for Lifeline
- Subscribers applying for the Lifeline or ACP program authorize Excess Telecom or its duly appointed representatives to have access to records relating to the applicant to verify eligibility for the Excess Telecom Lifeline and or ACP Service
- Subscribers applying for the Excess Telecom Lifeline or ACP program affirm, under penalty of perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Programs

Subscribers participating in the Excess Telecom Lifeline program will be required to recertify on an annual basis. Customers must prequalify to continue to participate in Lifeline programs based on the federal recertification or verification requirements. Excess Telecom reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for Lifeline service. If Excess Telecom is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in the Lifeline programs. The subscriber's discounted minute plan will be discontinued. Customers will have the option to continue service with Excess Telecom by choosing a non-Lifeline retail plan.

Excess Telecom reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. Excess Telecom subscribers have the ability to terminate from the Lifeline program for any reason.

Subscribers who choose to terminate from the programs may contact Excess Telecom. Upon termination from the program, subscribers will no longer receive discounted services each month and may be required to re-qualify for the Lifeline or ACP program if they choose to re-enroll in the program(s).

Written notices must include the name listed on the account, the Excess Telecom phone number, and identity-related information and can be sent to the below address or contact our Customer Service Representatives directly at 800-615-0898.

Excess Telecom, LLC

Attn: Disconnect Department

3245 Peachtree Parkway
Suite D
Suwanee, GA 30024

Account Activity Requirement

To continue receiving your EBB, ACP and or Lifeline services, you must make or answer a voice call or send a text message (if your device is capable), use data, purchase minutes, or respond to direct contact from Excess Telecom at least once during any 30-day period.

Excess Telecom Services

Excess Telecom service is provided at the company's discretion. Excess Telecom may change pricing or the company's Terms and Conditions of Service at any time. Applicable notice will be given based on state and federal requirements. Unless expressly prohibited by law, Excess Telecom reserves the right to modify or cancel a subscriber's service, an account, or take corrective action at any time and for any reason, including, but not limited to, violation of any provision of these Terms and Conditions of Service. A subscriber's right to use Excess Telecom service is subject to Excess Telecom business practices, policies, procedures, rates and Terms and Conditions of Service. Excess Telecom may change the Terms and Conditions of Service at any time. Excess Telecom will notify subscribers of changes that are determined to be materially averse to a subscriber's service or based on notification regulations. If the subscriber does not terminate service within 30 days of receiving notice, the subscriber is deemed as in agreement and accepts any such changes.

Excess Telecom provides services using the geographic areas of the underlying carrier territories. Excess Telecom may provide Lifeline Supported Services in areas based on state-authorized licensing areas. Excess Telecom does not guarantee coverage availability in all areas. Local phone numbers may not be available in all areas. Except as specified in Excess Telecom's Device Unlocking Policy, subscribers may not use Excess Telecom service with any other wireless phone or device other than those approved by Excess Telecom. Airtime may be used for domestic calling within the United States and for other services as provided in these Terms and Conditions of Service.

Excess Telecom provides ACP data services using the geographic areas of the underlying carrier territories in which Excess Telecom has carrier agreements. Excess Telecom does not guarantee coverage availability in all areas. Local phone numbers may not be available in all areas when assigned to data service devices.

Excess Telecom services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond Excess Telecom control including atmospheric, geographical, or topographical conditions. Service may also be affected by damage devices. Excess Telecom does not guarantee or warrant that service will be available at any specific time or geographical location, or that service will be

provided without possible interruption. You should therefore never solely rely on your wireless phone or tablet device for emergency calls, such as to 911. Excess Telecom Lifeline customers have access to dial 911 in an emergency. However, occasionally a subscriber may attempt to call 911 in an area where there is no wireless coverage. If there is no wireless coverage, a subscriber's call to 911 may not go through and the subscriber should dial 911 from the nearest landline phone.

Except as specified in the Excess Telecom Device Unlocking Policy, you may also not alter any of the software or hardware on your Excess Telecom devices for any purpose.

Excess Telecom Lifeline Services

Excess Telecom Lifeline Service is only available for activation by customers who reside in the areas in which Excess Telecom has been designated authority to provide Lifeline Services. To receive subsidized wireless service, a subscriber's principal residence address must be within an Excess Telecom approved service area. To be eligible for Excess Telecom service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by Excess Telecom from time to time.

Service Plans

IMPORTANT CUSTOMER NOTICE:

Excess Telecom Lifeline services are available for California residents only. ACP Program services are available in multiply states. Please check our website at www.Excesstelecom.com for a complete list of service areas.

Excess Telecom provides broadband service at speeds that meet or exceed the FCC's mobile broadband minimum service standards, but reserves the right to reduce download speeds when necessary while still complying with FCC standards.

DATA SPEEDS ARE NOT GUARANTEED. Excess Telecom does not guarantee the speeds of the data services it provides. Data speeds are dependent on many factors including reception, tower traffic, your device's capabilities, and other factors. Excess Telecom reserves the right to prioritize your data behind other Excess Telecom customers during periods of network congestion or high individual daily usage by throttling your data speed. Reduced speeds and increased latency may cause web sites to load more slowly or affect the performance of data-heavy activities such as video streaming or interactive gaming. Additional scenarios that vary data speeds and performance may exist in accordance with underlining carrier network management practices.

Plan Offerings:

ACP 30 Plan -Unlimited Voice & Unlimited Text with 15GB Data**:

Each month the Customer will automatically receive Unlimited* Talk minutes, Unlimited* Text and 15 GB of Data

Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover voice, text or data available with this plan. Unused voice, text, and data will expire each month on Service expiration date. All applicable taxes and fees will apply and are the responsibility of the Customer. Each text message is rated at 160 characters. A data capable device is required for use with this plan.

**Unlimited usage rules apply.

*Plan available currently only by contacting Excess Telecom Customer Service at 1-800-615-0898

ACP Best Value Plan -Unlimited Voice & Unlimited Text with 25GB Data:**

Each month the Customer will automatically receive Unlimited* Talk minutes, Unlimited* Text and 25 GB of Data

Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover voice, text or data available with this plan. Unused voice, text, and data will expire each month on Service expiration date. All applicable taxes and fees will apply and are the responsibility of the Customer. Each text message is rated at 160 characters. A data capable device is required for use with this plan.

*Unlimited usage rules apply.

**Promotional Plan – Start Date 12/31/21

65 Plan -Unlimited Voice & Unlimited Text with 31GB Data:

Each month the Customer will automatically receive Unlimited* Talk minutes, Unlimited* Text and 31 GB of Data

Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover voice, text or data available with this plan. Unused voice, text, and data will expire each month on Service expiration date. All applicable taxes and fees will apply and are the responsibility of the Customer. Each text message is rated at 160 characters. A data capable device is required for use with this plan.

*Unlimited usage rules apply

75 ACP Tribal Offering Plan -Unlimited Voice & Unlimited Text with 35GB Data:

Each month the Customer will automatically receive Unlimited* Talk minutes, Unlimited* Text, 35 GB of Data with Hotspot

Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover voice, text or data available with this plan. Unused voice, text, and data will expire each month on Service expiration date. All applicable taxes and fees will apply and are the responsibility of the Customer. Each text message is rated at 160 characters. A data capable device is required for use with this plan.

*Unlimited usage rules apply

130 High data User Plan -Unlimited Voice & Unlimited Text with 60GB Data:

Each month the Customer will automatically receive Unlimited* Talk minutes, Unlimited* Text, 60 GB of Data with Hotspot

Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover voice, text or data available with this plan. Unused voice, text, and data will expire each month on Service expiration date. All applicable taxes and fees will apply and are the responsibility of the Customer. Each text message is rated at 160 characters. A data capable device is required for use with this plan.

*Unlimited usage rules apply

CA Lifeline Unlimited Voice & Unlimited Text with 6GB Data*

Each month the customer will receive Unlimited* Voice and Unlimited* Text minutes and 6 GB of Data. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover of unused minutes with this plan. Unused voice and text minutes will expire each month on the Service expiration date. Each text message is based on 160 characters per message. An Excess Telecom data capable phone is required for use with this plan. Customers receive free voicemail, caller ID, call waiting, call forwarding, 3-way calling and domestic long distance based on the availability provided by the underlying carrier.

Unlimited usage rules apply.

*Plan is grandfathered to existing CA Lifeline Subscribers only as of 12/31/21.

EBB - Unlimited Voice & Unlimited Text with 25GB Data*:

Each month the Customer will automatically receive Unlimited* Talk minutes, Unlimited* Text and 25 GB of Data

Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There is no rollover voice, text or data available with this plan. Unused voice, text, and data will expire each month on Service expiration date. All applicable taxes and fees will apply and are the responsibility of the Customer. Each text message is rated at 160 characters. A data capable device is required for use with this plan.

*Unlimited usage rules apply.

*Plan is grandfathered to existing EBB Customers only as of 12/31/21. Plan to be discontinued as of 4/1/22. Starting 4/1/22 grandfathered subscribers will be transitioned to ACP – Best Value Plan- Unlimited Voice & Unlimited Text with 25GB Data unless the customer chooses a different available offering or disconnects service with Excess Telecom.

Excess Telecom Top Up Plans:

Excess Telecom offers additional data plans for purchase. Customer-purchased Top Up plans will expire after 60 days if not used in full. Unused purchased data will roll forward each month until all purchased product has been used or expire. Excess Telecom Top Ups are available in several increments.

Offerings are available based on underlying Service Provider. Not all offerings may be available for all customers to purchase. Applicable taxes and fees may apply and are the responsibility of the Customer.

Data Top Ups:

5 GB \$20.00

10 GB \$30.00

15 GB \$40.00

Broadband Speeds

Your service plan terms and conditions may limit the amount of high-speed data included with your service plan and the actual speeds you will achieve while using our broadband services. Other factors, including your device, network availability from our underlying carrier, your proximity to cellular towers, and environmental factors may affect speeds. For additional information about broadband speeds, visit

Calling Features: Excess Telecom phone plan may include the following features: Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail depending on the availability from the underlying carrier. Caller ID may display both your billing name and your wireless number when placing outbound calls. Excess Telecom does not have the ability to block your name and number when making outbound calls.

Activation Fee: Excess Telecom reserves the right to charge a Service activation fee. Service activation fees may vary by state.

Excess Telecom Service Rates (Airtime), Features, Coverage, and Activation Fees

Airtime: Airtime charges apply to standard voice usage calls for both local and domestic long-distance calls. Excess Telecom voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime voice usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Unanswered outbound calls will be billed if the ring time exceeds 30 seconds. Ring time is defined as the amount of time between the point when a call is initiated (i.e. pressing the TALK button) and when it is answered (or terminated before being answered). Credits will not be given for dropped calls.

Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the Lifeline Assistance program. Roaming charges, if they apply, will be billed at a rate per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. Excess Telecom does not provide any guarantees as to the availability or quality of service while roaming.

An Excess Telecom customer must have airtime minutes available to make or receive a call. Excess Telecom handsets will only operate when you have airtime minutes available on your wireless account. Additional airtime may be purchased and added to your account. For the safety of the customer, emergency calls can be made to 911 even if there are no available airtime minutes on the wireless account.

See below for ACP Service Information.

International Dialing: International calling is not allowed on any Excess Telecom plan available. International dialing will be blocked during account setup. However, there are no guarantees that all international calling can be blocked from your handset. If you attempt an international call and are successful, your account may be blocked from making any additional calls for the remainder of the billing cycle except for emergency calls where available.

Subscribers may buy additional airtime during this period while their account has been suspended for placing international calls.

Maintaining an Active Account

Excess Telecom will follow Federal and/or State rules and guidelines for all program rules and regulations. For an account to remain active within either the Lifeline or ACP program each month the customer must show participation based on program rules. Excess Telecom will set “good standing” guidelines based on these rules.

Good Standing guidelines require subscribers enrolled in the Federal Lifeline Program to make or receive at least one (1) voice grade call, send or receive one (1) text message or use data from their Excess Telecom handset device during a continuous 30-day period to continue service. Additional usage definitions will be consistent with those defined in 47 C.F.R§ 54.407(c)(2). Good Standing guidelines require subscriber account balances, if applicable, to be maintained within the Excess Telecom Collection Policy to continue service. For details or questions

regarding the use of service or Excess Telecom Collection Policy please contact Excess Telecom Customer Service at 1-800-615-0898

Good Standing guidelines require subscribers enrolled in the Federal ACP Program receiving ACP discounted service thru Excess Telecom to use data from any data capable device which has Excess Telecom service during the subscriber 30-day service period to continue service. Additional usage definitions will be consistent with those defined in 47 C.F.R§ 54.407(c)(2). For details or questions regarding the use of service please contact Excess Telecom Customer Service at 1-800-615-0898

Account Activity Requirement

To continue receiving your EBB, ACP and or Lifeline services, you must make or answer a voice call or send a text message (if your device is capable), use data, purchase minutes, or respond to direct contact from Excess Telecom at least once during any 30-day period.

ACP Discontinuance

If the FCC announces that funding for the ACP has been exhausted, or we discontinue our ACP service offers, or we determine you are no longer eligible for the ACP, we will notify you and your plan will have the option to keep your service plan or choose another plan available at the time, but you will be subject to paying applicable rates applicable plus applicable fees and taxes. Our standard terms and conditions will apply.

Lifeline Handset/Equipment Requirements: Effective December 2, 2016 handset devices utilized by Excess Telecom customers receiving a data Lifeline subsidy will comply with Lifeline Modernization Order 2016 Handset/Equipment requirements. The Order establishes standards for devices that are provided to Lifeline subscribers for use with a Lifeline-supported fixed or mobile broadband service. All devices provided for use with a Lifeline-supported fixed or mobile broadband service with or without charge after the effective date of section 54.408(f) of the new rules will be Wi-Fi enabled, 3G capable devices. Excess Telecom devices will follow the phase-in requirement listed in the order relating to the percentage of devices offered with or without charge for use with a mobile broadband service that is hotspot-capable (or capable of “tethering”).

Location-Based: Your device may be location enabled, meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by Excess Telecom or third parties that make use of a user’s location (“Location Based Services”), using location technology such as Global Positioning Satellite (“GPS”), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data, subject to our Privacy Policy (located at www.Excesstelecom.com), for services

like traffic monitoring and delivery of targeted advertising. It is your responsibility to notify users on your account that the device they are using may be location enabled. The use of certain Location Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

Excess Telecom Prohibited Network Uses Policy

You may not use Excess Telecom' services and equipment for any unlawful, fraudulent, harassing, or abusive purpose. By requesting Excess Telecom services, you agree that you will not use services and equipment for any unlawful, fraudulent, harassing, or abusive manner.

Excess Telecom reserves the right, without notice or limitation, to limit, deny, terminate, end, modify, disconnect, or suspend service to any individual whose usage is deemed excessive compared to that of the average subscriber, if an individual engages in any of the prohibited voice, text, or data uses detailed below, or if Excess Telecom determines, on a case-by-case basis, that action is necessary to protect its wireless network, business, equipment, or services from harm or degradation resulting from such prohibited uses.

Voice and Text Services: Excess Telecom provides voice and text services for live dialogue between, and initiated by, individuals for personal (i.e., non-commercial) use and as otherwise described in this policy. Excess Telecom services are not intended for any other purpose, including, but not limited to: conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. This service may not be used in a manner that interferes with other Excess Telecom customers' use of the service.

Data Services: Excess Telecom data services are provided only for personal (i.e., non-commercial) use, which includes web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or online gaming. Excess Telecom data services may not be used for any of the following uses: (1) to generate excessive levels of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (2) to maintain continuous active network connections to the Internet, for example, through a web camera or machine-to-machine connections that do not involve active participation by a person; (3) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (4) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; (5) for activities that adversely affect the ability of other people or systems to use either Excess Telecom' Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (6) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using an Excess Telecom Device designated for such usage); or (7) for any other reason that violates policy.

The Excess Telecom Prohibited Network Use Policy applies to all Excess Telecom voice, text, and data plans, including unlimited plans. Unlimited use does not mean impermissible or unreasonable use (as set forth in these terms and conditions). Testing of customer usage may be performed by Excess Telecom from time to time. If Excess Telecom finds that you are using an unlimited voice or text service offering for any of the prohibited uses in this section, Excess Telecom may at its discretion, terminate your service or change your plan. Excess Telecom will provide notice that it intends to take any of the above actions and will give you an opportunity to terminate the Agreement. Unlimited talk and text include talk and text within the U.S. only.

Agreement to Terms of Service: By initiating service and placing calls, sending text and or using data on the Excess Telecom' network, you acknowledge and agree to the complete terms of service listed on this website.

Excess Telecom Device Unlocking Policy

At present, Excess Telecom does not lock phones on its network, regardless of whether the consumer brings their own device (BYOD) or acquires a device from Excess Telecom. If Excess Telecom decides at some future point to begin locking phones, it will provide reasonable notice to its subscribers, and the following policy will apply:

General Eligibility Requirements for Unlock Requests:

- The device must be designed for use on, and locked to, the Excess Telecom
- It must not be reported lost or
- It must not be associated with fraudulent

Unlocking Your Phone: Excess Telecom can send you unlock instructions upon request, provided we can reasonably obtain an unlock code from the manufacturer of your device. To request an unlock code and steps to unlock your device, contact customer support at 1-800-615-0898 or info@excesstelecom.com.

Limitations: This policy is subject to Excess Telecom' Terms and Conditions of Service and may change without notice. We may request proof of purchase of device or additional information in our discretion and certain other exceptions may apply. We may deny any request for a device unlock code at our sole discretion if we have a reasonable basis to believe that the request is an effort to defraud the company or its customers, or that the device is stolen. As a reseller of wireless service, Excess Telecom' unlocking policy may be subject to additional limitations imposed by our underlying carrier(s).

Interoperability: Carriers typically use different frequencies and air interface technologies to provide wireless network access. As a result, a device that works on one carrier's network may not be technologically compatible with another carrier's network. "Unlocking" a device refers only to disabling software that would prevent a consumer from attempting to activate a device designed for one carrier's network on another carrier's network, even if that network is

technologically compatible. In other words, “unlocking” a device will not necessarily make a device interoperable with other networks – a device designed for one network is not made technologically compatible with another network merely by “unlocking” it. Additionally, unlocking a device may enable some functionality of the device but not all (e.g., an unlocked device may support voice services but not data services when activated on a different network).

Excess Telecom Taxes and Surcharges

Excess Telecom may charge state and local taxes when applicable. Pricing listed on the Excess Telecom website or listed in advertising methods for Excess Telecom may not include certain taxes or surcharges.

Subscribers are responsible for all charges applicable to the use of Excess Telecom service regardless of whether the subscriber was the actual user of the service. The amount of these taxes and surcharges are subject to change and may vary by geographic area. Excess Telecom may charge and collect taxes and regulatory fees on all offerings in each state. Third party authorized retailers who sell Excess Telecom services or products may become responsible for the collecting and paying of all taxes and required regulatory fees for transactions that occur through such third-party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund (“FUSF”) will apply. Taxes and fees are subject to change without notice.

Domestic Text Messaging Rates

Domestic text will be deducted from available text minutes received with monthly minute plans or purchased. Text messages received and/or sent are limited to 160 characters. Each text message received and/or sent is valued as 1 minute. Unused text messaging minutes will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes unless your plan includes roll over minutes.

International Text Messaging Rates

Excess Telecom does not offer or allow international text messages. Attempting to send international messages could result in deactivation of service and de-enrollment from the Excess Telecom Lifeline Assistance Program.

Preventing or Sending Spam

Excess Telecom subscribers receiving unwanted text messages (i.e., spam) should contact the source and request to unsubscribe or remove the subscriber’s wireless phone number from the service. If an Excess Telecom subscriber intentionally sends spam from an Excess Telecom handset, the subscriber may be terminated without notice. Contact Excess Telecom Customer Service at 1-800-615-0898 if additional help or information is required.

Excess Telecom may send messages about your account to your Excess Telecom handset via

SMS or the primary phone number listed on your subscriber account. Where required, Assist will obtain appropriate consent to send you other SMS messages.

Excess Telecom Directory Assistance, Additional Charges and Services

Directory assistance calls are not charged at a rate per call. Directory assistance calls are deducted from subscriber's available minutes at a 1:1 ratio. Excess Telecom reserves the right to access a rate per call in the future. Notice of such will be added to these Terms of Service and will be posted to our website.

Calls to 900 / 976 or other pay-per-call service numbers are not available to Excess Telecom subscribers. Excess Telecom will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services. However, if any charges are received by Excess Telecom from the underlying carrier for these types of calls, these charges will be passed through to the end user for payment.

Nonpayment of these charges when billed to the subscriber will constitute automatic disconnection of service.

Calls placed to 800/866/877 or other toll-free numbers will incur standard minute usage of a 1:1 ratio. Excess Telecom allows subscribers to make or receive domestic long-distance calls inside the domestic USA as long as coverage is available. Excess Telecom does not allow free calls to other subscribers using Excess Telecom service. Excess Telecom subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

If a subscriber's account is deactivated for any reason, Excess Telecom reserves the right to assess subscribers a standard reactivation fee, which is not refundable.

Excess Telecom Subscriber Account History

Subscriber call, text and data record detail history is available upon request. You may request a printed copy of your account history by sending a written request to the below address. You may also contact Excess Telecom at 1-800-615-0898

Excess Telecom subscribers have the ability to request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or fax.

Send requests to:

Excess Telecom
3245 Peachtree Parkway
Suite D
Suwanee, GA 30024
Or email your request to: info@excesstelecom.com

Excess Telecom Refunds, Returns, or Lost Equipment Policy Refunds:

Refunds

Excess Telecom is not responsible for, nor will we issue refunds for any lost, stolen, misused, damaged, or destroyed phones or tablets, accessories, or Top Up purchases. You are responsible for purchasing replacement phones, tablets, accessories, and Top Ups at your own expense. All purchases of Top Ups are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone or tablet after product is purchased, and regardless of whether the wireless phone or tablet is used with the subscriber's consent or knowledge. Notwithstanding the foregoing, Excess Telecom may, from time to time, provide refunds in its sole discretion. Top Up minutes, messages, and data allotments have no cash value, are non-refundable, cannot be transferred to another Excess Telecom account or customer, and may not be exchanged, transferred, resold, redeemed, or substituted for cash, merchandise, or services. If you terminate your service, you will forfeit and are not entitled to a full or partial refund for any unused minutes, messages, or data.

Promotions and Rewards

Excess Telecom may, from time to time, provide promotional credits, promotional offers. Promotional credits are typically courtesy account credits due to service issues, device issues, or customer inconveniences. Promotional offers are typically plan, device, and pricing offers that are available for a limited time or when you meet certain conditions. Promotions are offered at the sole discretion of the Company. Promotions can only be claimed and redeemed by accountholders and only will be associated with the account of the customer who was offered the Promotions. Promotions may not be sold or transferred to another Excess Telecom account or to any other person. Promotions have no fixed or cash value or equivalent, and may not be exchanged, transferred, resold, redeemed, or substituted for cash, merchandise, or services. If you terminate your service, you will forfeit any Promotions offered to you or associated with your account. Promotions may be subject to additional terms and conditions as described to you when offered to you.

Returns

Wireless handsets and tablets purchased directly from or received from Excess Telecom may be returned for a full refund, issued only via check, within 7 days of receipt. This excludes promotional devices. A subscriber must return the complete handset or tablet as received at the time of activation, in the same condition as when it was received. For instructions, please contact Excess Telecom at: Customer Service at 1-800-615-0898.

Excess Telecom provides new and or recycled wireless devices to subscribers. All make and models provided to Lifeline and ACPP subscribers are selected at the sole discretion of Excess Telecom. All new-in-a-box wireless devices purchased directly from Excess Telecom include a 14-day warranty from Excess Telecom. If you experience a device malfunction call Excess Telecom at Customer Service at 1-800-615-0898.

Lost or Stolen Equipment

If an Excess Telecom Subscriber loses or has their handset stolen, the subscriber is responsible for all charges that may be incurred until Excess Wireless is notified of the lost or stolen device. To report a lost or stolen device, please contact Customer Service at 1-800-615-0898. Upon receiving notice of the lost or stolen device, Excess Telecom will “Hotline” the account immediately. If a subscriber does not either activate a new Excess Telecom Device or notify us that they have found their wireless device within 14 days of the suspension of the account, the account will be disconnected unless the customer contacts Excess Telecom for disconnection.

Excess Telecom Phone Number

Excess Telecom subscribers must accept the number that is assigned to them at the time of activation. The wireless device number Excess Telecom provides for subscribers to use is and will remain the property of Excess Telecom. Excess Telecom may release a subscriber’s wireless number to another subscriber, without giving notice, if the subscriber cancels service with Excess Telecom, or if the account expires and is deactivated. Excess Telecom reserves the right to change a wireless number at any time.

In some situations, a subscriber may transfer an existing carrier telephone number to their Excess Telecom service. To switch an existing phone number to Excess Telecom, please contact our Customer Service at: 1-800-615-0898 to verify if this option is available in your area or with your current plan. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to Excess Telecom, they may have to pay a termination fee to the former carrier for terminating the contract early. Excess Telecom will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of Excess Telecom Customer Information

By agreeing to the Terms and Conditions of Service herein, you also agree to the terms of Excess Telecom Privacy Policy. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Customer Proprietary Network Information (CPNI) is information that Excess Telecom obtains when providing your telecommunications services to you.

CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance, data usage and wireless telecommunications services that you have purchased and your usage details. Your telephone, name and address are not considered CPNI; but are considered Proprietary Information (PI) protected by law. As required by law, Excess Telecom has taken steps to protect the confidentiality of your CPNI and PI.

Limitation of Liability

Excess Telecom, LLC will not be liable to (subscriber) or related parties, for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or services. Excess Telecom will not be

liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Excess Telecom is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as usernames, passwords, contacts, pictures, SMS, or any additional content you may have stored on your device or which may remain on your device during and/or after you no longer have service with Excess Telecom. Unless prohibited by law, (subscriber) agrees to limit claims for damages or other monetary relief against each other to direct and actual damages. Excess Telecom assumes no risk or responsibility for a subscriber's use of any content provided by Excess Telecom services. There is no fiduciary duty that exists between (subscriber) and Excess Telecom or its affiliates. Subscribers also agree that Excess Telecom will not be liable for any missed voicemails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from a device address book provided by Excess Telecom.

Indemnification

To the full extent permitted by law, Subscribers agree to hold harmless and indemnify Excess Telecom and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of Excess Telecom products and services, or another person whom you authorize or not to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with Excess Telecom.

A subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all subscribers. A subscriber may have other legal rights that vary by state.

DISCLAIMER OF WARRANTIES

Except for the limited warranties expressly set forth in these terms and conditions, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without any other warranties (including express or implied) of any kind to the fullest extent permitted by law. Excess Telecom makes no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your Services or your Devices. Excess Telecom cannot promise uninterrupted or error-free service and does not authorize anyone to make any warranties on our behalf. Excess Telecom does not guarantee that your communications will be private or secure; such interceptions can occur and Excess Telecom shall have no liability in the event that your communications and or connections are intercepted.

LIMITED WARRANTY FOR MOBILE DEVICES

Your Excess Telecom Wireless Device shall have up to 14 days of limited warranty from the activation date of your phone or tablet set forth below, as administered by Excess Telecom. This limited warranty covers against defects in materials and workmanship under normal use by the

Subscriber.

LIMITED WARRANTY EXCHANGE POLICY

Excess Telecom customers shall have up to fourteen (14) days from the delivery date of their Device to return any defective Device and/or accessories to Excess Telecom. Excess Telecom will exchange a defective Device for a replacement Device, at Excess Telecom discretion, during this period. For a defective device replacement, call Excess Telecom Customer Support at 1-800-615-0898

How to Obtain Warranty Service:

To obtain warranty service from Excess Telecom for your Excess Telecom Wireless Device or equipment, contact Customer Support by calling 1-800-615-0898. If your problem cannot be resolved over the phone, our Excess Telecom technicians will provide you with an RMA number, which you will use to send your device to the designated Excess Telecom Service Center for replacement, at Excess Telecom's discretion.

Terms of Limited Warranty:

Excess Telecom warrants you (the Consumer) that your Excess Telecom Device (Product) is free from defects in material and workmanship that may result in Product failure during normal usage, according to the following Terms and Conditions of Service:

1. The limited warranty for the Product begins on the first date of device activation.
2. The limited warranty extends only to the original Subscriber of the Product. Service is non-transferable.
3. The limited warranty is not assignable or transferable to any subsequent end-user.
4. During the limited warranty period, Excess Telecom will replace, at Excess Telecom's sole discretion, any defective Product or parts (except as excluded below) with a new or refurbished replacement Product based on the following conditions:
 - a. The Product or parts do not properly operate for their intended use (except as excluded below).
 - b. The Product or parts are malfunctioning or failing during normal usage.
 - c. Excess Telecom may, at its sole discretion, replace the Product with a refurbished Product of the same make if available, or if not available will replace with a comparable Product.
 - d. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts.
 - e. Excess Telecom shall not be liable for any other losses, damages, or claimed

losses or damages resulting from the malfunction of a Product. These remedies are the Consumer's exclusive remedies for breach of warranty.

5. The Subscriber shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
 - a. The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Excess Telecom, including damage caused by shipping.
 - b. The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, theft, or improper use of any electrical source.
 - c. Excess Telecom was not advised by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days of delivery of the Product.
 - d. The defect or damage was caused by the defective function of the data connection, by inadequate signal reception, by viruses, or by other software problems introduced into the Product.
 - e. The Product is outside of the limited warranty period.

Notices

You may send notices to Excess Telecom by mail to 3245 Peachtree Parkway, Suite D, Suwanee, GA 30024, email info@excesstelecom.com or by phone, 1-800-615-0898. Notices will be considered effective after received by Excess Telecom. If a subscriber is unable to resolve concerns with Excess Telecom they may file a complaint with the Federal Communications Commission or their state commission board. Any notice sent to a subscriber will be sent to the last known residence on file, or via text message to your phone number provided during account activation.

Privacy and Security

Your privacy and security are very important to us. We employ reasonable physical, electronic, and procedural safeguards to protect your personal information when you access the Internet using our Services. In addition, we take reasonable steps to protect your personal information from unauthorized use, access, or disclosure. For more information about our privacy and security practices, you can view our Privacy Policy located on our website at www.excesstelecom.com.

Use of Customer Information

The Privacy Policy may change from time to time and includes important information on what

data we collect about you, how we use this data and with whom we share that data. Customer Proprietary Network Information (CPNI) is information that Excess Telecom obtains when providing your telecommunications services to you.

CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance and wireless telecommunications services that you have purchased and your calling details. Your telephone, name and address are not considered CPNI; but are considered Proprietary Information (PI) protected by law. As required by law, Assist has taken steps to protect the confidentiality of your CPNI and PI.

Handset Hearing Aid Compatibility

The wireless telephone industry has developed ratings to assist hearing device users in finding wireless devices that may be compatible with your hearing devices. Not all wireless devices have been rated. Wireless devices that are rated will have the rating displayed on their box together with other relevant approval markings. These ratings are not guarantees. Results will vary depending on your hearing device and hearing loss. If your hearing device is vulnerable to interference you may not be able to use a rated wireless device successfully.

M-Ratings: Wireless devices rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than wireless devices that are not labeled. M4 is the better/higher of the two ratings.

T-Ratings: Wireless devices rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil (T Switch or Telephone Switch) than unrated wireless devices. T4 is the better/higher of the two ratings. (Note that not all hearing devices have telecoils in them). When wireless devices are used near hearing devices (such as hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference, and wireless devices also vary in the amount of interference they generate. Hearing devices may also be measured for immunity to this type of interference. The more immune your hearing aid is, the less likely you are to experience interference noise from wireless devices. Your hearing device manufacturer or hearing health professional may help you find results for your hearing device. Assist offers handsets with different levels of functionality described as follows:

Functionality Level A indicates a phone that is at least SMS, Camera, Bluetooth, USB, and Data Capable.

Functionality Level B indicates a phone that is at least SMS, Camera, and Data Capable.

Functionality Level C indicates a phone that is at least SMS and Data Capable.