

**EXCESS TELECOM, INC.**  
**CALIFORNIA LIFELINE TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service apply to Excess Telecom, Inc. (“Excess Telecom” or the “Company”) services. Please read these Terms carefully as these Terms and Conditions of Service become effective by activating or using an Excess Telecom phone and is 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 the 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. Please check this website often for updates to the Terms and Conditions of Service.

**Excess Telecom LifeLine Service**

There are two main Universal LifeLine Telephone Service discounts in California. There are discounts from the California LifeLine Program (California LifeLine) and from the federal LifeLine program (federal Lifeline). All qualified California households may take advantage of these telephone discount programs to help lower the cost of their phone bills. The California LifeLine Administrator administers both the California LifeLine Program and the federal Lifeline program.

Only one discount per household for each residential address is allowed (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants). Each household must choose to get the discount either on a home phone or on a cell phone, but not on both. Households cannot get the discount from multiple phone companies. Households that do not follow the one discount per household rule will lose their discounts. Your LifeLine discount is personal and cannot be transferred to any third party, including any rights or benefits received under Excess Telecom’s service, which includes and is not limited to any voice minutes received.

A **household** includes adults and children who are living together at the same address as one economic unit. An economic unit consists of all adults (persons at least 18 years old unless emancipated) contributing to and sharing the household's income and expenses.

The Federal Communications Commission requires collection of Date of Birth and last 4 digits of Social Security Number or Tribal ID Number on application and renewal forms to be eligible for California LifeLine and federal Lifeline discounts.

**Qualification Methods for California LifeLine**

There are two ways to qualify for the California LifeLine program. You may qualify for California LifeLine via Program-Based OR Income-Based. Documentation of proof of eligibility is required. The California Public Utilities Commission develops the eligibility requirements for qualified households to receive the California LifeLine discount; current eligibility requirements can be found online at <http://www.cpuc.ca.gov/lifeline/> and <https://www.cpuc.ca.gov/consumer-support/financial-assistance-savings-and-discounts/lifeline/california-lifeline-eligibility#qualify>

In order to remain eligible for LifeLine-discounted wireless service, you must keep your service active by demonstrating usage every 30 days by doing one of the following: (i) Completion of an outbound call or usage of data; (ii) Purchase of additional minutes or data from Excess Telecom; (iii) Answering an incoming call from a party other than Excess Telecom or its agent or representative; (iv) Responding to direct contact from Excess Telecom and confirming that you want to continue receiving California LifeLine Service; or (v) Sending a text message. You will also need to complete your annual re-certification as required by the California LifeLine Program.

## **Supported Services**

The following supported services are available to Excess Telecom subscribers who participate in the California LifeLine program. Questions regarding supported services can be made in writing or by contacting an Excess Telecom representative at 1-800-615-0898.

Voice grade access to the public switched network. Excess Telecom service provides wireless access to the Public Switched Telecommunications Network ("PSTN"). Voice grade access to the public switched network" is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications;

Local Usage. As part of the voice grade access to the PSTN, an ETC must provide minutes of use for local service at no additional charge to end-users. The FCC has determined that a carrier satisfies the local usage requirements when it offers customers rate plans containing varying amounts of local usage

Access to Emergency Services. Excess Telecom provides 911 and E911 access for all its customers to the extent the local government in its service area has implemented 911 or E911 systems; and

Toll limitation for qualifying low-income consumers. ETCs are not required to offer toll limitation service to low-income consumers if the Lifeline offering provides a set amount of minutes that do not distinguish between toll and non-toll calls. Excess Telecom's offerings inherently allow Lifeline subscribers to control their usage, as its wireless service is offered on a prepaid basis. Excess Telecom's service, moreover, is not offered on a distance-sensitive basis and local and domestic long distance minutes are treated the same.

## **Wireless 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, from time to time, without notice. 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, your violation of any provision of these Terms and Conditions of Service. Check the Excess Telecom website, [www.excesstelecom.com](http://www.excesstelecom.com), for the

most recent pricing and changes to the 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 these Terms and Conditions of Service. Excess Telecom may change the Terms and Conditions of Service at any time. Excess Telecom will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscribers service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

Excess Telecom provides Excess Telecom mobile telecommunications services using the geographic areas covered by the Nationwide Sprint Network footprint. Local phone numbers may not be available in all areas. Subscribers do not have the ability use Excess Telecom service with any other wireless phone, device, or on another network. Subscribers may also not use an Excess Telecom smartphone with any other service or network. Airtime may be used for domestic calling from the United States and for other services as provided in these Terms and Conditions of Service. Excess Telecom service is for personal use only and may not be used in a manner that interferes with another Excess Telecom customer's use of service. Excess Telecom has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high numbers of calls, sends or receives unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Excess Telecom customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used other than for personal use and is in violation of these Terms and Conditions of Service. Excess Telecom services are provided solely for live dialogue between two individuals. Excess Telecom services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. An Excess Telecom subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voice mail retrieval service, or other uses deemed inappropriate.

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 to wireless smartphoness. 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 for emergency calls, such as to 911. Excess Telecom 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 land line phone.

By applying or activating service with Excess Telecom, a subscriber agrees not to use Excess Telecom services in any way that is illegal, abusive, or fraudulent. This will be determined by Excess Telecom in its sole discretion. You may also not alter any of the software or hardware on your Excess Telecom smartphone for any purpose. Excess Telecom phones may not be sold to third parties.

In order to verify if you reside within a service area please visit [www.excesstelecom.com](http://www.excesstelecom.com). You may enter your zip code or locate coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. Excess Telecom does not guarantee coverage or network availability.

### **LifeLine Service Offering**

To receive subsidized wireless service, a subscriber's principal residence address must be within Excess Telecom's designated service area. Visit [www.excesstelecom.com](http://www.excesstelecom.com) to check whether you reside in Excess Telecom's designated service area.

#### Service Rates (Airtime), Features, Coverage, and Activation Fees:

See Excess Telecom's Plans Chart and Schedule of Rates and Charges, and/or visit [www.excesstelecom.com](http://www.excesstelecom.com) for current LifeLine rate plans.

Eligible LifeLine customers will receive a smartphone<sup>1</sup> (limit of one per year); however, customers can choose to purchase a new upgraded smartphone from Excess Telecom. Customers may also use unlocked, approved phone that Excess Telecom will activate.

All Excess Telecom California customers are subject to a non-recurring \$39.00 activation fee when initiating service with the Company or changing service from another provider to the Company. The fee is charged to a customer's account at activation; however, if the customer is approved for California LifeLine by the California LifeLine Administrator, the customer will receive a \$39.00 discount back to the LifeLine customer's account. The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per household per year. For any transaction that is not eligible for reimbursement from the LifeLine fund, the Company (not the consumer) will be responsible for the fee.

Service includes nationwide coverage and access to voice mail, Caller ID, Call Waiting, Call Forwarding, and 3-Way Calling features. There is no additional charge for toll calls. Calls to 911 and calls to customer service (by dialing 611) are free and will not be deducted from available minutes.

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 usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Unanswered outbound calls will be

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<sup>1</sup> Free smartphones provided to LifeLine customers are refurbished grade A or B; however, new upgraded phones are available for purchase. The Company reserves the right to refuse to provide a free smartphone in accordance with the Company's Smartphone Policy, which limits the availability of free smartphone to only one per twelve month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.

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 (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 California LifeLine program.

Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges are not applied to Lifeline customers. 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 smartphones will only operate when you have airtime minutes available on your wireless account; however, calls to 911 and 611 will always go through regardless of availability of minutes on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime. Purchasing additional airtime is outlined below.

**INTERNATIONAL DIALING:** International calling is not allowed on any Excess Telecom plan available. International dialing is blocked, but, there are no guarantees that all international calling can be blocked from your smartphone. If you attempt an international call and are successful your account will 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. Excess Telecom strictly prohibits all international calling.

#### Additional Usage:

If a subscriber runs out of minutes/texts and desires to purchase additional usage, he or she has the option to purchase additional usage in top-up denominations of \$5.00 with voice minutes, domestic text messages, and data deducted at the rate of \$0.05 per minute/text/MBdata.

Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your wireless phone to make or receive voice calls, other than 911 emergency calls and calls to 611 Customer Service, until the start of the next monthly cycle. If you have purchased additional minutes and use all your additional minutes, you will not have the ability to make calls or receive messages, except to place 911 calls where available and calls to 611 Customer Service, until you purchase more additional minutes or a new monthly cycle starts.

Subscribers may purchase additional minutes by using one of following methods: by paying by credit/debit card, or by buying additional minutes at any Excess Telecom authorized agent location. Sales taxes apply and are not included in the cost of the minute plan purchased. All minute plans offered by Excess Telecom include a limit (CAP) on the amount of minutes a subscriber can use in the 30-day period that begins on the day the plan is purchased. Purchased Additional Minutes Plans cannot be transferred or applied to any other wireless

service or account. Excess Telecom Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voice mail. 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.

Excess Telecom reserves the right to change, or modify its service offerings without notice.

### **Taxes and Surcharges**

Excess Telecom charges state and local sales taxes. Pricing listed on the Excess Telecom website or listed in advertising methods for wireless service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of Excess Telecom service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. Excess Telecom collects sales taxes on all Additional Minutes Offering Plans and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales 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.

### **Text Messaging Rates**

An Excess Telecom subscriber can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive may depend on the wireless smartphone capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. You may use your free monthly allotment of minutes to send and/or receive text messages. Text messages sent to you by Excess Telecom are free of charge. The charge to send or receive a text message will vary depending upon your plan. The standard rate to send or receive a text message on your Excess Telecom phone is \$0.05 per text message for receiving, and \$0.05 per text message for sending.

#### Domestic Text Messaging Rates:

Each domestic text will be deducted from the available messages in your plan or in your purchased Excess Telecom additional usage. Any unused messages will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes, unless your plan includes rollover minutes. Subscriber messaging plans do not include international text, picture messaging, or voice mail messages.

### International Text Messaging Rates:

Excess Telecom does not allow international text messages. Attempting to send international messages could result in deactivation of service.

### Premium SMS:

Premium SMS is a text message to a designated "short code." Buying or attempting to buy SMS services from anyone other than Excess Telecom is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of service, or some type of interaction with a television program. Excess Telecom does not participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a "short code" using Excess Telecom service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless whether you incur charges as deductions from your Excess Telecom minutes.

### Preventing or Sending Spam:

Excess Telecom subscribers receiving unwanted text messages ("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 smartphone, the subscriber may be terminated without notice.

Excess Telecom may send you messages via SMS. There is no guarantee you will receive them.

### **Directory Assistance, Additional Charges and Services**

All customers, LifeLine and non-LifeLine alike, are subject to a \$39.00 activation fee. This fee will be credited back to all eligible LifeLine subscribers for the California LifeLine Linkup discount.

Directory assistance calls will be Free. This amount will be deducted from available minutes you have remaining on your wireless plan.

Calling to 900 / 976 numbers are not available to Excess Telecom subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. 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 smartphones do not provide rate information for services used to make or receive voice calls or messages.

Subscribers can switch wireless numbers for an additional fee. To make this change, please call Excess Telecom at 1-800-615-0898 to switch your wireless phone number. A charge of \$15 may apply to number change requests.

Excess Telecom will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

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

Please contact Excess Telecom at 1-800-615-0898, or visit our website at [www.excesstelecom.com](http://www.excesstelecom.com), for additional pricing information or answers to any questions about Excess Telecom services. Calls to Excess Telecom may be monitored and recorded for quality assurance.

#### Excess Telecom Subscriber Account History:

Subscriber account history is available online for the previous 60 days of service. You may request a printed copy of your account history detailing the last 60 days of service by sending a written request to Excess Telecom, 12301 Wilshire Blvd, Ste 650, Los Angeles, CA 90025, and Attention: Account History. If you deactivate your services or change your wireless phone number, you may obtain your account history by contacting Excess Telecom at 1-800-615-0898-. Please visit [www.excesstelecom.com](http://www.excesstelecom.com) to access your account history at no cost. 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  
12301 Wilshire Blvd, Ste 650  
Los Angeles, CA 90025

#### **Disputed Charges**

If you have a dispute with any charge to your Excess Telecom account, you must notify us within 60 days after the charge appears on your account. You may either contact Excess Telecom at 1-800-615-0898 or send notice in writing to the address listed below. An Excess Telecom Customer Service Representative will investigate your claim. If Excess Telecom is not notified of your dispute within this 60-day period you waive any right to dispute the charge, including in arbitration and/or a court proceeding. You accept all charges not properly disputed within this 60-day period. We will provide you a credit or refund if we determine that the disputed charge was inappropriate and was disputed by you in a timely manner. If we provide a credit or refund, you agree that the dispute is fully and finally resolved and not subject to any further proceedings. Excess Telecom is not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If any unauthorized or disputed charge appears on your statement for a third-party product, you must contact that third party directly. Third-party contact information is also available by calling Excess Telecom at 1-800-615-0898. Excess Telecom service, unless otherwise provided by law, excludes all incidental or consequential damages. Some states do not allow this exclusion.

Dispute by mail:  
Excess Telecom  
12301 Wilshire Blvd, Ste 650  
Los Angeles, CA 90025



## **Refunds, Returns, or Lost Equipment Policy**

### Refunds:

Excess Telecom is not responsible for, nor will we refund any lost, stolen, misused, or damaged Excess Telecom Additional Minutes Plans. Additional plans purchased must be applied to a subscriber's account within 1 year of purchase. Excess Telecom does not accept returns or provide refunds of any Excess Telecom Additional Minutes Plans. All purchases of Excess Telecom Additional Minutes Plans are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

### Returns:

Wireless smartphones purchased directly from Excess Telecom may be returned for a full refund within 30 days of purchase. A subscriber must return the complete smartphone as was received at the time of activation. Please contact Excess Telecom at 1-800-615-0898 for instructions. Excess Telecom provides new and recycled smartphone to subscribers. All smartphone models provided to lifeline subscribers are selected at the sole discretion of Excess Telecom. Smartphone models may vary. Excess Telecom reserves the right to replace smartphone with various models at its sole discretion. All wireless smartphones purchased directly from Excess Telecom include a 90-day warranty from Excess Telecom. If you experience a smartphone malfunction call Excess Telecom at 1-800-615-0898.

### Lost or Stolen Equipment:

If an Excess Telecom Subscriber loses or has their smartphone stolen, the subscriber is responsible for all charges incurred until Excess Telecom is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact Excess Telecom at 1-800-615-0898. Upon receiving notice of the lost or stolen, Excess Telecom will suspend the account immediately. If a subscriber does not either activate a new Excess Telecom phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the Excess Telecom phone number.

### **Phone Number**

Excess Telecom subscribers must accept the number that is assigned to them at the time of activation. The wireless phone 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 phone number to another subscriber, without giving notice, if the subscriber cancels service with Excess Telecom, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. Excess Telecom reserves the right to change a wireless number at any time. Excess Telecom will attempt to notify the subscriber prior to any change. A subscriber can request to change a wireless phone number for a number change fee of \$15.

In some situations, a subscriber may transfer an existing carrier telephone number to your Excess Telecom service for use as an Excess Telecom phone number. To switch an existing phone number to Excess Telecom, please contact Excess Telecom at 1-800-615-0898. 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 to early terminate the contract. Excess Telecom will not reimburse a subscriber for any termination fees imposed by other carriers.

### **Use of Excess Telecom Customer Information**

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of Excess Telecom Privacy Policy available online at [www.excesstelecom.com](http://www.excesstelecom.com). 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. Any “Customer Proprietary Network Information” (CPNI) data that Excess Telecom collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the Excess Telecom Privacy Policy. Excess Telecom will not intentionally share subscriber’s personal information without the subscriber’s permission. Excess Telecom may, from time to time, use the information subscribers provide to market services to subscribers that may be related to Excess Telecom services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, e-mail notices, or direct mail and other updates from Excess Telecom and its affiliates about new products, promotions, or other important services offered by Excess Telecom. Subscribers who choose not to receive these notices may elect to unsubscribe to the information by calling Excess Telecom at 1-800-615-0898. Excess Telecom may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

### **Dispute Resolution**

You agree to contact Excess Telecom with any disputes. You must contact Excess Telecom with any dispute by calling Excess Telecom at 1-800-615-0898 or by writing Excess Telecom at 12301 Wilshire Blvd Ste 650, Los Angeles, CA 90025, Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. An Excess Telecom representative will contact you at the last address you have provided or by phone. Excess Telecom agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or Excess Telecom may commence a Binding Arbitration proceeding (see below).

Certain disputes you may have with Excess Telecom (Excess Telecom.) may be resolved through Binding Arbitration. By making or receiving calls on an Excess Telecom smartphone you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with Excess Telecom. This Binding Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives

any termination of your service with Excess Telecom. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of California, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for Excess Telecom services. To the extent permitted by law, if a dispute claim proceeds in court, Excess Telecom and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

### **Limitation of Liability**

Excess Telecom is not liable to you (subscriber) 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 user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with Excess Telecom. Unless prohibited by law, you (subscriber) agree 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. Excess Telecom is not liable for any act or omission of any third party company providing part of Excess Telecom services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by Excess Telecom, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and Excess Telecom, Excess Telecom., or its affiliates. You (subscriber), also agree that Excess Telecom will not be liable for any missed voice mails, any messages from your voice mail system, any data content, or any storage or deletion of contacts from a smartphone address book provided by Excess Telecom.

### **Indemnification**

To the full extent by law, you 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 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.

## **Warranties**

Excess Telecom does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The Excess Telecom Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, Excess Telecom, and Excess Telecom., with respect to products and services provided to you and the terms under which they are offered to you by Excess Telecom. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of California.

Excess Telecom reserves the right to suspend or terminate any subscriber's access to Excess Telecom services or to the Excess Telecom website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of Excess Telecom, its affiliates, or for any other reason at the sole discretion of Excess Telecom.

## **Notices**

You may send notices to Excess Telecom by mail, 12301 Wilshire Blvd Ste 650, Los Angeles, CA 90025, 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. Any notice sent to a subscriber will be sent to your last known residence we have on file, or via text message to your Excess Telecom phone.

## California Public Utilities Commission (CPUC) – Consumer Affairs Branch (CAB)

As the California Public Utilities Commission (CPUC) regulates privately owned California utilities, such as Excess Telecom, which provide telecommunications services in the State of California, if you have a question or a complaint concerning Excess Telecom’s services, at any time you may also contact the Consumer Affairs Branch (CAB) to seek assistance, at the following address:

California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov)

Or, you may reach CAB by telephone at 1-800-649-7570, Monday through Friday, 8:30 a.m. to 4:30 p.m.

**Smartphone Unlocking Policy.** The Company will abide by the following principles regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, (“mobile wireless devices”) that are locked by or at the direction of the carrier –

- (1) Disclosure. The Company has posted on its website its clear, concise, and readily accessible policy on postpaid and/or prepaid mobile wireless device unlocking.
- (2) Postpaid Unlocking Policy. Not Applicable.
- (3) Prepaid Unlocking Policy. Upon request, the Company will unlock prepaid mobile wireless devices no later than one (1) year after initial activation, consistent with reasonable time, payment or usage requirements.
- (4) Notice. The Company will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. The Company reserves the right to charge non-customers/non-former-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the Company’s website.
- (5) Response Time. Within two (2) business days after receiving a request, the Company will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.
- (6) Deployed Personnel Unlocking Policy. The Company will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

The Company reserves the right to decline an unlock request if it has a reasonable basis to believe the request is fraudulent or the device is stolen.

## **OPEN INTERNET POLICY – EXCESS TELECOM**

### Network Management Practices Policy Disclosure

Pursuant to the Federal Communications Commission’s newly enacted Open Internet Rules found in Part 8 of Title 47 of the Code of Federal Regulations, the policies of Excess Telecom., (“Provider”) regarding network management practices, performance characteristics, and commercial terms are provided in entirety so that Provider’s current customers, prospective customers, third-party content providers and other interested parties can make informed choices regarding the broadband Internet access services offered by Provider, and the extent Provider’s network management practices may affect those services.

### Network Management Practices

In the interest of providing the best online experience possible for all of Provider’s customers, Provider utilizes the reasonable network management practices in some cases as provided by its underlying carriers which are tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that Provider reasonably manages its network to the best of its ability to promote the use and enjoyment of the Internet by all of Provider’s customers. By adopting a reasonable and responsible network management policy, Provider prevents to the best of its ability its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade service. The network management practices employed by the Provider’s underlying carriers and Provider are consistent with industry standards.

### Congestion Management

Congestion is an Internet access service problem that can slow web browsing, downloading, and other activities of the customers during certain peak usage periods. Congestion may be caused by capacity limits and bottlenecks in a service provider’s own network, or by limitations in the capacity of the Middle Mile transport facilities and services that many service providers must purchase from unrelated entities to carry the traffic of their customers between their service areas and the closest Internet nodes.

Provider and its underlying carriers constantly monitor its network to manage congestion avoiding over utilization of circuits. Provider and its underlying carrier maintain sufficient bandwidth to service its customers.

### Application-Specific Behavior

Provider does not make use of any application-specific network management practices. Provider does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or

fields, or any applications or classes of applications. Customers may use any lawful and commercially available application. Provider's network does not discriminate against particular types of content. Peer to Peer, streaming video, VoIP, and video downloads are all classified as content neutral.

Provider does not normally monitor the contents of the traffic or applications of its customers. It undertakes no obligation to monitor or investigate the lawfulness of the applications used by its customers unless mandated by law or contractual agreement that Provider do so.

#### Device Attachment Rules

In order for a device to be approved for use on the Provider's network, the device must conform to publicly available industry standards and be non-harmful to Provider's network. Provider reserves the right to disable devices that cause disruptions to Provider's customers or that are not in compliance with industry standards. In the event that Provider disables a device or denies access to application providers, prompt notice will be given of the decision to deny access to the network or disable a device.

#### Security

Provider offers its customers unrestricted access to all of the lawful content, services, and applications available on the Internet. Provider and Provider's underlying carrier uses industry standard tools and generally accepted best practices and policies to protect our customers from spam, phishing, and other unwanted or harmful online content and activities. In the instances where these tools and policies identify online content as harmful or unwanted, the content may be prevented from reaching customers, or customers may be permitted to identify or inspect content to determine if it is harmful or unwanted. Provider's security methods are not intended to prevent end-users from running any specific applications.

Provider employs commercially appropriate security procedures to protect its network and its customer records from unauthorized access by third parties. Provider does not guarantee that it can protect customers from any and/or all security breaches.

#### Traffic Blocking

Provider does not block any lawful content, applications, services and/or non-harmful devices.

Provider does not knowingly and intentionally impair, degrade or delay the traffic on its network so as to render effectively unusable certain content, applications, services and/or non-harmful devices.

Provider does not charge edge service providers of content, applications, services and/or devices any fees simply for transporting traffic between them and its customers.

#### Performance Characteristics

Many of the service and performance characteristics of the Provider's broadband Internet access services are contained in the service offering portions of this website.

Provider offers broadband Internet access service.

The advertised speed of Provider's Internet service is the maximum speed achievable with the technology utilized by Provider or made available to Provider. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Provider's Internet service offerings, including, but not limited to: [the distance of the consumer's home or office from Provider's central office (i.e., the further away the customer is from the central office, the slower the broadband speed), the end user's computer, modem or router, activity during peak usage periods, and other Internet traffic.]

The actual speeds achieved with Provider's Internet service offering make Provider's Internet service suitable for real-time applications, such as Voice over Internet Protocol ("VoIP").

### Commercial Terms

The commercial terms and conditions of the Provider's broadband Internet access services are contained in greater detail in the service offering and Terms and Conditions located on this website. This section provides a brief overview of policy terms required by the FCC's Open Internet Framework.

### Pricing

To see Provider's current promotions and pricing on broadband Internet access service, please visit our website [www.excesstelecom.com](http://www.excesstelecom.com) or call 1-800-615-0898 to speak with a customer service representative.

### Usage-Based Fees

Provider's Internet service is priced on a flat-fee basis (plus taxes). Provider does not charge end users a usage-based fee for Internet service.

### No Unreasonable Discrimination

Provider does not unreasonably discriminate in its transmission of traffic over the broadband Internet access services of its customers. It endeavors to give its customers as much choice and control as practicable among its different service offerings and among the content, application, service and device offerings of edge service providers. When reasonable network management practices entail differential treatment of traffic, Provider does not discriminate among specific uses, or classes of uses, of its network.

Provider does not impair, degrade or delay VoIP applications or services that compete with its voice services and those of its affiliates.



Provider does not impair, degrade, delay or otherwise inhibit access by its customers to lawful content, applications, services or non-harmful devices.

Provider does not impair free expression by actions such as slowing traffic from particular websites or blogs.

Provider does not use or demand “pay-for-priority” or similar arrangements that directly or indirectly favor some traffic over other traffic.

Provider does not prioritize its own content, application, services, or devices, or those of its affiliates.

### Privacy Policy

The various network management tools and techniques utilized by Provider do not monitor, inspect or store the network activity and traffic of its Internet service users. Further, as part of its network management practices, Provider does not distribute information on network activity and/or traffic to any third party, or use network traffic information for any non-network management purpose.

Provider affords full access to all lawful content, services and applications available on the Internet and does not routinely monitor, inspect or store the network activity and traffic of its Internet service users. However, Provider reserves the right to monitor bandwidth, usage, transmissions and content for purposes of protecting the integrity of the network and Provider’s Internet access service through reasonable network management practices.

Provider may collect equipment information to identify the equipment customer is using on the network, including, but not limited to: equipment type, serial number, settings, configuration and software. Provider may also collect performance information to examine the operation of the equipment, services and applications the customer may use on the network, including, but not limited to: IP addresses, URLs, data transmission rates and latencies, location information, security characteristics, and information about the amount of bandwidth and other network resources customer is using in connections with uploading, downloading or streaming data to and from the Internet.

Network traffic, activity, performance information, and equipment information monitored or collected by Provider is done so for the sole purpose of reasonable network management purposes.

Provider is required to comply with relevant laws, regulations and judicial orders. Information covered under this Privacy Policy, as well as other categories of information, may be disclosed to third parties if Provider determines, in its sole discretion, that such a disclosure is necessary or required and in a manner allowable by law. Provider may also disclose this information if, in its sole discretion, such a disclosure is necessary or required to protect our interests or the interests of our customers. Provider may also disclose this information in connection with the sale of our business.

The Provider's network management practices as discussed herein are intended solely to provide the best online experience possible for all of Provider's customers by safeguarding our network and its users from spam, viruses, phishing, and other unwanted or harmful online content and activities. Provider's network management practices are not intended, nor implemented, to block consumers from accessing the content and applications of their choice, deprive consumers of their entitlement to competition, or discriminate against or in favor of certain network traffic. End users with questions, concerns or complaints regarding Provider's network management practices are encouraged to contact Provider for issue resolution.

### Contact Us

If you have any questions regarding Provider's Network Management Practices Policy or would like to file a complaint with Provider regarding its network management practices, please contact Provider at:

1-800-615-0898

Further, if you believe that Provider is in violation of the FCC's Open Internet Rules, you may file either an informal or formal complaint with the FCC at

<http://esupport.fcc.gov/complaints.htm>

### Additional Disclaimers

The Open Internet Rules, as adopted, and Provider's Network Management Practices Policy are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet access service providers and other service providers that are designed to curtail infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of providers, rights holders, and end users.

Furthermore, the Open Internet Rules, as adopted, and Provider's Network Management Practices Policy do not prohibit Provider from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

## **CALIFORNIA LIFELINE DISCLOSURES**

Wireless Service Elements. The Company's California LifeLine service provides the following wireless service elements:

- 1) Ability to place and receive voice-grade calls over all distances utilizing the public switched telephone network or successor network.
- 2) Calls within a local exchange or over an equivalent or larger-sized local calling area. The Company offers its California LifeLine customers the ability to send and receive voice-grade calls within a nationwide coverage area, currently using the Sprint wireless network. Domestic voice calls are not distance sensitive; a customer does not pay more for making a domestic, long-distance call than for a call within their local exchange area.

3) Voice grade connection to the public switched telephone network. Through its agreement with Sprint, the Company offers its California LifeLine customers the ability to send and receive voice-grade calls over all domestic distances (local and long-distance) via a wireless voice-grade connection to the public switched telephone network.

4) Disclosures regarding voice-grade connection. Each California LifeLine participant is entitled to a voice grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Excess Telecom customers are free to discontinue service at any time without penalty.

5) Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Excess Telecom, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by the Company and agreed to by the participant; or (3) allow the participant to discontinue service without penalty within fourteen (14) days of service activation, or anytime thereafter, without incurring early termination fees. The Company shall also refund in full any applicable service connection charges and deposits if a participant terminates service within three days of service activation, excluding national holidays. The Company is committed to prompt and effective responses to customer notifications.

6) Free unlimited access to 911/E-911. The Company does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated smartphones, regardless of whether there are minutes available for use under the plan.

Billing. The Company will abide by the following billing provisions:

1) Service Elements. The Company will offer at least one (1) California LifeLine plan that meets or exceeds the California LifeLine service elements.

2) California LifeLine Discount. The Company will apply the applicable California LifeLine discount to each participant's selected plan. Only eligible consumers may enroll in the California LifeLine Program to receive a California LifeLine discount. The California Public Utilities Commission develops the eligibility requirements for qualified households to receive the California LifeLine discount; current eligibility requirements can be found online at [https://www.californialifeline.com/en/eligibility\\_requirements](https://www.californialifeline.com/en/eligibility_requirements); <http://www.cpuc.ca.gov/lifeline/>.

3) Pre-Paid Plans. The Company will offer California LifeLine-eligible plans on a pre-paid basis.

4) Non-Discrimination. The Company will offer California LifeLine discounted services on a nondiscriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. The Company will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.

5) Contracts. The Company will not require contracts lasting more than two (2) years for participants. The Company offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to the Company's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.

6) Added Features and Enhanced Services. If the Company adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed minimum standards set by the CPUC.

7) Additional Data. The Company will allow participants to purchase additional broadband data.

8) Form of Payment Fee. The Company will not assess a fee to participants for paying their bills (i.e. paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.

9) No Restocking Fee. The Company will not assess a restocking fee to participants for devices returned within three days of service activation.

10) Smartphones. The Company will offer all Smartphone to participants on the same basis as the Company's retail customers.

11) Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier, the Company will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.

12) 900/976 Information Services. The Company will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services related charges inadvertently or mistakenly incurred, or without authorization.

13) Access to operator service. The Company provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 and 411.

Disclosures. The Company makes the following disclosures in accordance with the California LifeLine Rules. The Company makes this information available in print during instances of in-person enrollment where consumers can review them and/or request a copy; via its website and upon request via its customer service department:

1) California LifeLine Service Plan Offerings – Rates and Fees. See attached Schedule of Rates.

2) Charges, terms, and conditions associated with purchasing additional data. (See Schedule of Rates.)

3) 911 emergency services location accuracy and reliability standards as required in basic service element number 1.2.(d) in Appendix A of Decision 12-12-038. Customer smartphones will be able to place calls to 911 even if customers have no minutes available. It is advised by Public Safety Officials, that all customers should be prepared to provide information about their location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine a customer's phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine a customer's location or a customer's phone number, or, said customers may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, a call to 911 may not go through and customers should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your phone, whether your GPS enabled smartphone has GPS turned on, and your phone's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.

4) Potential service coverage and service quality issues, and safety related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location.

5) Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company's business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).

6) The Company's free California LifeLine smartphones are data capable and may be new or refurbished grade A or B; new upgraded smartphones are also available for purchase. Free smartphones are limited to one (1) per twelve (12) month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.

7) The Company's smartphones are designed to be activated on our networks and in other coverage areas that we may make available to you. Because of technology specific to our phones, even unlocked Sprint smartphones may not be compatible with other carrier networks such as Verizon, or AT&T.

8) The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)

9) Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)

10) Schedule of rates and charges. The Company's Schedule of Rates and charges for California LifeLine service are included herein as the "Schedule of Rates."

11) Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company's California LifeLine customers are provided free, unlimited access to Excess Telecom customer service either by dialing 611 or by dialing the toll-free customer service number. Calls to the Company's customer service do not count against the California LifeLine customer's allotted voice minutes. (See Schedule of Rates.)

12) Free, unlimited access to customer service representatives fluent in the same language in which California LifeLine was originally marketed and sold. At this time, the Company markets and sells California LifeLine service in English and Spanish. The Company therefore provides English and Spanish speaking customer service operators through its customer service department, which may be accessed as described above.

13) Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling can be accessed with a positive account balance and can be blocked at the customer's request. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service. (See Schedule of Rates.)

14) Access to two (2) California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two (2) California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.

15) Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)

16) Access to Public Safety N11s. The Company provides free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) with its California LifeLine service plans (See Schedule of Rates.)

17) California LifeLine Participant Exemptions. The Commission exempts California LifeLine participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. The Company will comply with this exemption. The Company understands that the exemption does

not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.

18) 30-Day Notice. The Company will provide thirty (30) days' prior notice to California LifeLine participants in the event it withdraws from provision of California LifeLine Service.

### **California LifeLine Enrollment Limitations.**

*30-Day Waiting Period for an Enrollment Request for the California LifeLine Discounts for Cell Phone Service ("Enrollment Freeze").*

When a consumer submits an enrollment request to receive the California LifeLine discounts for cell phone service the consumer has to wait up to 30 days to submit another enrollment request. A consumer CANNOT have multiple enrollment requests for the California LifeLine discounts for cell phone service going at the same time. The 30-day waiting period ends when either (1) the California LifeLine Administrator sends the final eligibility decision, (2) the enrollment request is cancelled, or (3) the 30 days have passed since the enrollment request, whichever occurs first. After the 30-day clock stops, a consumer may then submit another enrollment request for the California LifeLine discounts for cell phone service, as applicable. A consumer can independently cancel an enrollment request by contacting the California LifeLine Administrator by phone at 877-858-7463 or going to Check Your Status at [www.californialifeline.com](http://www.californialifeline.com). The cell phone company can also cancel an enrollment request.