

# **Excess Telecom Terms and Conditions of Service**

Excess Telecom is a designated service provider for the government-funded Affordable Connectivity Program (ACP). The following Terms and Conditions apply to all devices, service plans, and top-ups that are activated on or used with Excess Telecom services. Terms and Conditions go into effect upon activation of or porting of device and/or service on the Excess Telecom network and are a legally binding agreement between the customer/subscriber (you) and Excess Telecom (the Company). These Terms and Conditions of Service contain pertinent information about your consumer rights.

Excess Telecom reserves the right to change or modify our Terms and Conditions of Service at any time and 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. The Company will notify subscribers, at their sole discretion, if changes to the Terms and Conditions are materially averse to service, or when required by notification regulations. If a subscriber does not terminate service within 30 days of receiving notice, the subscriber is deemed as in agreement and accepts any and all changes to the Terms and Conditions.

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.

Terms and Conditions of Service will be available on the Excess Telecom website for review and the Company agrees to keep the most updated document available for consumer availability at [www.excesstelecom.com](http://www.excesstelecom.com).

## **Affordable Connectivity Program (ACP)**

ACP benefits provided through Excess Telecom are monthly supported services that reduce the cost of monthly wireless and/or data service, and device discount credit when applicable on approved and supported devices. ACP supported discounts will be provided based on program rules and qualifications in those states where Excess Telecom has been granted approval to provide such services, and where service has been made available. All program rules, eligibility, and qualifications will be followed for applying for and maintaining discounted services under the ACP. All available discounts are for use only once per household.

The ACP is a government benefit program that is operated by the Federal Communications Commission (FCC) and provides discounts on monthly broadband Internet access service and approved 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 approved connected devices (with a required co-payment from the subscriber 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 a one-time device discount. ACP benefits may be obtained from any participating provider and monthly benefits may be transferred to another provider. ACP services and devices are subject to consumer eligibility, provider participation, product availability, and approval by the FCC and the program administrator, the Universal Service Administrative Company (USAC).

Eligibility for ACP benefits and service with Excess Telecom is based on participation in an approved Federal or State program qualifier, or based on household income eligibility standards, as defined by the program rules and regulations. Some states may choose to offer a state-only discount-based state-approved program.

When completing the application for ACP service with Excess Telecom, the potential subscriber acknowledges and consents to their name, telephone number, address, and any other required information to

be given to the National Verifier (NV) and USAC and/or its agents for the purpose of verifying subscriber eligibility to participate in the ACP and that they do not receive more than one ACP benefit. The potential subscriber also grants authorization to Excess Telecom to access any records required to verify the subscriber's statements herein and to confirm continued eligibility for ACP assistance. This consent survives any termination of this agreement. Refusal to grant this permission will immediately deem the potential subscriber as ineligible for an ACP benefit with Excess Telecom.

### **Eligibility**

A household is defined, for the purposes of the ACP, as a group of people who live together at the same address and share income and expenses. An eligible household does not have to purchase an ACP discounted connected device in order to enroll in the ACP and receive monthly service discounts. According to the ACP rules, a household is eligible to receive an ACP benefit if a member of the household meets one of the criteria outlined below:

- Has an income that is at or below 200% of the Federal Poverty Guidelines for a household of that size;
- Receives benefits from approved Federal Assistance Programs such as, but not limited to: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), Federal Public Housing Assistance (Section 8), Veterans and Survivors Pension Benefit, Special Supplemental Nutritional Program for Women, Infants, and Children (WIC), 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 low-income program.

Excess Telecom, at its sole discretion, does not accept National School Lunch (NSL) as approved programs to receive an ACP benefit with its service.

Households on Tribal Lands are additionally eligible to receive an ACP benefit 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 standards);
- 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 ACP by USAC's National Verifier and National Lifeline Accountability Database (NLAD), or an alternative verification process approved by the FCC.

### **ACP Program Restrictions**

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

- ACP benefit is limited to one connection and one device discount per household.
- The subscriber applying for service may be required to provide a Social Security Number (SSN) in order to certify or verify eligibility for service, and it will be protected in accordance with applicable laws.
- The subscriber applying for service certifies that they do not participate in any other ACP program with another carrier or, is requesting to transfer their existing service to Excess Telecom.
- The subscriber agrees to notify Excess Telecom of any address changes within 30 days.
- The subscriber affirms their household will only receive one ACP discounted service per economic household.
- The subscribers affirm that if applicable, they meet the requirement for head of household.

- The subscriber affirms that they are at least 18 years of age.
- The subscriber affirms that they are not claimed as a dependent on another person's tax records.
- The subscriber affirms they will immediately notify Excess Telecom if they no longer participate in at least one of the Federal or State programs required in order to receive ACP benefits.
- The subscriber authorizes representatives of any State or Federal assistance program to discuss and/or provide documentation needed to verify participation requested by Excess Telecom.
- The subscriber applying for the ACP authorizes Excess Telecom and/or its appointed representatives to have access to records relating to the applicant to verify eligibility for an ACP benefit.
- The subscriber applying for service with Excess Telecom through the ACP affirms, that under penalty of perjury, all forgoing representations made when applying for service are true and correct, to the best of the subscriber's knowledge.

### **Annual Recertification, Verification, or Termination of Program**

Subscribers participating in the ACP with Excess Telecom will be required to recertify their eligibility on an annual basis in order to continue receiving an ACP discount on their service, according to 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 an ACP benefit. If Excess Telecom is unable to recertify or verify the required ACP qualifications, the subscriber will be deemed ineligible to further participate in the ACP with Excess Telecom. The subscriber's discounted wireless broadband plan will be discontinued.

Excess Telecom has 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 ACP for any reason.

Subscribers who choose to terminate their ACP benefit may contact Excess Telecom. Upon termination from the program, subscribers will no longer receive discounted services each month and may be required to recertify for the ACP program if they choose to re-enroll.

Written notices must include the name listed on the account and any identity-related information required to verify the account, and can be sent to:

Excess Telecom LLC.  
 Attn: Disconnect Department  
 3245 Peachtree Parkway  
 Suite D  
 Suwanee, GA 30024

Subscribers may also contact Excess Telecom Customer Service directly at 1-800-615-0898.

### **ACP Account Activity Requirement**

To keep an account active and receive an ACP benefit, subscribers must use the service at least once during any 30-day period by completing an outbound call, sending a text message, using cellular data, purchasing additional service from Excess Telecom, answering an inbound call from someone other than Excess Telecom, or by responding to a direct contact from Excess Telecom confirming that service is still desired. If service goes unused for 30 days, subscribers may no longer be eligible for ACP benefits and service may be suspended subject to a 15-day cure period during which the subscriber must use the service (as described above) in order to fully re-activate service and remain enrolled in the ACP. Additional usage definitions will be consistent with those defined in 47 C.F.R. § 54.407(c)(2).

### **ACP Discontinuance**

If the FCC announces that funding for the ACP has been exhausted, or Excess Telecom discontinues its ACP service offering, or the Company determines a subscriber is no longer eligible for ACP discount benefits, subscribers will be notified in accordance with rules and regulations set forth by the FCC and USAC.

### **Excess Telecom Services**

Excess Telecom service is provided at the Company's discretion. The Company provides 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. Quality of service may be affected by conditions beyond the control of Excess Telecom, including atmospheric, geographical, or topographical conditions. Service may also be affected by damaged 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.

Except as specified in Excess Telecom's Device Unlocking Policy, subscribers may not use Excess Telecom service with any other device other than those approved by Excess Telecom. Subscribers may not alter any of the software or hardware on an Excess Telecom device for any purpose, as outlined in the Excess Telecom Device Unlocking Policy.

### **Service Plans**

Excess Telecom is a designated service provider for the government-funded Affordable Connectivity Program across multiple states. For a complete list of serviced areas, please visit [www.excesstelecom.com](http://www.excesstelecom.com).

Excess Telecom provides broadband service at speeds that meet or exceed the FCC's mobile broadband minimum 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, device capabilities, and other additional factors. Excess Telecom reserves the right to prioritize data use during periods of network congestion or high individual daily usages by throttling data speed. Reduced speeds and increased latency may cause websites 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 underlying carrier network management practices.

### **Plan Offerings**

**Standard Plan:** Each month the subscriber will automatically receive 15 GB of data, and unlimited talk and text. Exact usage is based on device capabilities. There is no rollover of any component of any Excess Telecom rate plan. All unused data, talk, and text will expire each month on the service expiration date. All applicable taxes and fees will apply and are the responsibility of the subscriber.

**Tribal Plan:** Each month the subscriber will automatically receive 35 GB of data, and unlimited talk and text. Exact usage is based on device capabilities. There is no rollover of any component of any Excess Telecom rate plan. All unused data, talk, and text will expire each month on the service expiration date. All applicable taxes and fees will apply and are the responsibility of the subscriber. This plan is available only to subscribers residing on Tribal lands and approved for Tribal service as defined by the FCC and ACP governing agencies.

Maryland Plan: Each month the subscriber will automatically receive 31 GB of data, and unlimited talk and text. This data plan is only available to Maryland residents. Exact usage is based on device capabilities. There is no rollover of any component of any Excess Telecom rate plan. All unused data, talk, and text will expire each month on the service expiration date. All applicable taxes and fees will apply and are the responsibility of the subscriber.

Prepaid Advantage Plan: This is a \$1 per month service plan that initially requires an annual \$12 prepayment. Each month \$1 of the prepaid funds is applied to receive 25 GB of data, and unlimited talk and text. This monthly payment constitutes usage of services with Excess Telecom. The subscriber may request at any time a full refund of all unused prepaid funds. Exact usage is based on device capabilities. There is no rollover of any component of any Excess Telecom rate plan. All unused data, talk, and text will expire each month on the service expiration date. All applicable taxes and fees will apply and are the responsibility of the subscriber.

Prepaid Deluxe Plan: This is a \$5 per month service plan that initially requires an annual \$60 prepayment. Each month \$5 of the prepaid funds is applied to receive 31 GB of data, and unlimited talk and text. This monthly payment constitutes usage of services with Excess Telecom. The subscriber may request at any time a full refund of all unused prepaid funds. Exact usage is based on device capabilities. There is no rollover of any component of any Excess Telecom rate plan. All unused data, talk, and text will expire each month on the service expiration date. A limited tablet warranty is also included with the Prepaid Deluxe Plan. All applicable taxes and fees will apply and are the responsibility of the subscriber.

Prepaid Premium Plan: This is a \$35 per month service plan that initially requires an annual \$420 prepayment. Each month \$35 of the prepaid funds is applied to receive 60 GB of data, and unlimited talk and text. This monthly payment constitutes usage of services with Excess Telecom. The subscriber may request at any time a full refund of all unused prepaid funds. Exact usage is based on device capabilities. There is no rollover of any component of any Excess Telecom rate plan. All unused data, talk, and text will expire each month on the service expiration date. Subscribers enrolled with the Prepaid Premium Plan can also receive a new tablet every six months from Excess Telecom. All applicable taxes and fees will apply and are the responsibility of the subscriber.

### **Data Top-Ups**

Excess Telecom offers additional data top-ups available for purchase. Top-up plans will expire after 60 days if not used in full. Offerings are available based on the underlying carrier and may not be available for purchase in all areas. Applicable taxes and fees may apply to the sole responsibility of the subscriber.

Data Top-Ups are available in the following increments:

- 1 GB for \$5
- 3 GB for \$10
- 7 GB for \$20
- 15 GB for \$30

Excess Telecom reserves the right to make changes to data top-up offerings at their sole discretion.

### **Broadband Speeds**

Service plan Terms and Conditions may limit the amount of high-speed data included with each rate plan and the actual speeds achieved while using the Company's broadband services. Other factors, including device, network availability from underlying carriers, proximity to cellular towers, and environmental factors may affect speeds.

**Activation Fee**

Excess Telecom reserves the right to charge a service activation fee. This fee is at the discretion of Excess Telecom and may vary by state.

**Device Warranties**

Excess Telecom offers a Standard Device Warranty of 14 days on all of the devices offered and purchased through the Company.

Extended Warranty plans are available for subscribers enrolled in the Standard or Prepaid Deluxe Plans, allowing for an extended 90-day warranty on tablets purchased from Excess Telecom.

Prepaid Premium Plan subscribers are eligible for a new tablet from Excess Telecom every six months. To receive a new tablet, the customer must contact Excess Telecom Customer Service to request a new tablet no sooner than six months from the date of enrollment or the most recent receipt of a tablet. Verification that the customer is enrolled in the Prepaid Premium Plan is required.

**Equipment Requirements**

Devices utilized by Excess Telecom customers receiving a data subsidy through the ACP will comply with all Federal and/or State regulations and will be, at minimum, Wi-Fi enabled and 3G capable devices. Excess Telecom devices will follow phase-in requirements as necessary and ordered.

**Location-Based Services**

Devices offered by Excess Telecom may be location-enabled, meaning the device is capable of using optional Goods, Content, and Services, at the request of the subscriber, 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. Review the Terms and Conditions and the associated Privacy Policy for each Location Based Service to learn how the information provided will be used and protected. Excess Telecom may also use location information to create aggregate data, subject to our Privacy Policy for services like traffic monitoring and delivery of targeted advertising. It is the responsibility of the subscriber to notify any users of their account that the device 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 [www.excesstelecom.com](http://www.excesstelecom.com) for the Privacy Policy.

**Excess Telecom Prohibited Network Uses Policy**

Excess Telecom services and equipment may not be used for any unlawful, fraudulent, harassing, or abusive purpose. By requesting Excess Telecom services, subscribers agree not to 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.

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 subscriber usage may be performed by Excess Telecom. If Excess Telecom finds a subscriber to be using unlimited voice, text, or data services for any of the prohibited uses outlined in the Terms and Conditions of Service, the Company may, at its sole discretion, terminate

service or adjust a rate plan. Excess Telecom will provide notice to the subscriber that it intends to take any of the above actions and give the subscriber an opportunity to terminate the agreement.

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

### **Excess Telecom Device Unlocking Policy**

As of the published date of these Terms and Conditions, Excess Telecom does not lock devices on its network. Should the Company determine to lock devices, reasonable notice to its subscribers will be given, and the following policy will apply for unlock requests:

- The device must be designed for use on, and locked to, the Excess Telecom network;
- The device must not be reported as lost or stolen;
- And the device must not be associated with fraudulent activity.

Should a device be locked for any reason and needs to be unlocked, Excess Telecom will provide unlock instructions upon request, provided an unlock code can be obtained from the manufacturer of the device in a reasonable fashion. To request an unlock code and steps to unlock a locked device, customers will contact Customer Service at 1-800-615-0898 or visit [www.excesstelecom.com](http://www.excesstelecom.com) for alternative ways to contact Customer Service.

### **Voice and Text Services**

Excess Telecom devices may not have voice and text capabilities. Should a device be enabled with such capabilities, the services provided are 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, 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 subscribers use of this 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.

## **Limitations**

This policy is subject to Excess Telecom's Terms and Conditions of Service and may change without notice. The Company may request proof of purchase of the device or additional information at its discretion and certain other exceptions may apply.

Excess Telecom may deny any request for a device unlock code at its sole discretion if there is 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 services, Excess Telecom's 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 customer from attempting to activate a device designed for one carrier's network on another carrier's network, even if that network is technologically compatible. Unlocking a device will not necessarily enable a device interoperable with other networks. Unlocking a device may enable some functionality of the device but not all.

## **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.

## **International Calling and Text Messaging**

Excess Telecom does not offer or allow international calling or text messaging. Attempting to make international calls or send international text messages could result in the deactivation of service and de-enrollment from the Excess Telecom ACP program.

## **Preventing or Sending Spam**

Excess Telecom subscribers receiving unwanted text messages should contact the source and request to unsubscribe or remove the subscriber's contact information from the service. If an Excess Telecom subscriber intentionally sends spam from an Excess Telecom device, 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 reserves the right to send messages to its subscribers pertaining to important account information.

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

In the event an Excess Telecom device is call and text enabled, 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 and Conditions 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. 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 with capable devices to make or receive domestic long-distance calls inside the domestic USA provided coverage is available. Excess Telecom does not allow free calls to other subscribers using Excess Telecom service. Excess Telecom devices 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 charge subscribers a standard reactivation fee, which is not refundable.

### **Excess Telecom Subscriber Account History**

Subscriber usage history is available upon request. Requests for a printed copy of account history can be obtained by calling Excess Telecom Customer Service at 1-800-615-0898, emailing [info@excesstelecom.com](mailto:info@excesstelecom.com) or by sending a written request to:

Excess Telecom  
Attn: Customer Service  
3245 Peachtree Parkway  
Suite D  
Suwanee, GA 30024

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

Outside of the warranty window and at its sole discretion, Excess Telecom is not responsible for refunds for lost, stolen, misused, damaged, or destroyed devices, accessories, or Top-Up purchases. The customer is responsible for purchasing replacement devices, accessories, or tablets at their expense. All purchases of Top-Ups are final and non-refundable, regardless of who uses or possesses the subscriber's device after the product is purchased, and regardless of whether the device is used without the subscriber's consent or knowledge. Notwithstanding the foregoing, Excess Telecom may, at its sole discretion, opt to provide a refund. Top-Up purchases have no cash value and are non-refundable, cannot be transferred to another Excess Telecom account or subscriber, and may not be exchanged, transferred, resold, redeemed, or substituted for cash, merchandise, or services. If service is terminated, subscribers forfeit and are not entitled to a full or partial refund for any unused top-up balance.

### **Prepaid Plan Refund Policy**

If a subscriber has purchased a prepaid rate plan and decides to transfer their ACP service to another designated service provider, opts to terminate service, requests a refund of unused funds, or is found to be ineligible for ACP service, a refund of unused prepaid funds will be issued to the subscriber. Prepaid plan refunds will be prorated on a monthly basis, meaning the refund will be issued for subsequent months of non-service and, if the service activation date has passed for the current month, the subscriber will not receive the refund for that month of service. A subscriber may request a refund by calling Excess Telecom Customer Service at (800) 615-0898. The subscriber may be required to verify a mailing address before Excess Telecom will mail the refund payment in the form of a check.

### **Promotions and Rewards**

Excess Telecom may, from time to time, provide promotional credits or 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 a subscriber meets certain conditions, as outlined by the Company. Promotions are offered at the sole discretion of the Company. Promotions can only be claimed and redeemed by account holders and only will be associated with the account of the customer who was offered the promotion. 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 your service is terminated, all promotional credit will be forfeited. Promotions may be subject to additional terms and conditions as described when offered to a subscriber.

### **Returns**

Devices purchased 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 device and all accessories as was distributed and purchased at the time of activation, and in the same condition as when it was received. For instructions, contact Excess Telecom Customer Service at 1-800-615-0898.

Excess Telecom provides new and/or recycled devices to its subscribers. All make and models provided to ACP benefit recipients are selected at the sole discretion of Excess Telecom. All new-in-box devices purchased from Excess Telecom include a 14-day warranty from Excess Telecom. If a device malfunction is experienced, please call Excess Telecom Customer Service at 1-800-615-0898.

### **Lost or Stolen Equipment**

Excess Telecom subscribers who experience a lost or stolen device are responsible for all charges incurred on the device until Excess Telecom is notified of the lost or stolen device. To report a lost or stolen device, please contact Customer Service at 1-800-615-0898 immediately. Upon receiving notice of the lost or stolen device, Excess Telecom will 'hotline' the account immediately. If the subscriber does not either activate a new device or notify the Company that the device has been found within 14 days of suspension of the account, the account will be disconnected.

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

By agreeing to the Terms and Conditions of Service herein, subscribers 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 the Company collects about you, how the data is used, and with whom the data is shared.

Customer Proprietary Network Information (CPNI) is information that Excess Telecom obtains when providing telecommunications services to its subscribers. CPNI includes the types of telecommunications services purchased, how they are used, 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 were purchased and usage details. Subscriber's telephone number, 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.

### **Privacy and Security**

Customer privacy and security are important to Excess Telecom. The Company employs reasonable physical, electronic, and procedural safeguards to protect personal information when a subscriber gains access to the Internet using Excess Telecom services. In addition, the Company takes reasonable steps to protect all subscriber personal information from unauthorized use, access, or disclosure. For more information about

Excess Telecom's privacy and security practices, you can view the Privacy Policy located at [www.excesstelecom.com](http://www.excesstelecom.com).

### **Limitation of Liability**

Excess Telecom, LLC will not be liable to the 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 the subscriber or anyone else for any personal information such as usernames, passwords, contacts, pictures, SMS, or any additional content that may have stored on an Excess Telecom device or which may remain on that device during and/or after it is no longer receiving service from Excess Telecom. Unless prohibited by law, the 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 the 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 use of Excess Telecom products and services, or another person whom has been authorized or not to use the 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 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 services or devices. Excess Telecom cannot promise uninterrupted or error-free service and does not authorize anyone to make any warranties on its behalf. Excess Telecom does not guarantee that communications will be private or secure; such interceptions can occur and Excess Telecom shall have no liability in the event that communications and or connections are intercepted.

### **Limited Warranty for Devices**

A limited warranty of 14 days is provided on all Excess Telecom devices. This limited warranty covers defects in materials and workmanship under normal use by the subscriber.

### **Limited Warranty Exchange Policy**

Excess Telecom customers have up to 14 days from the delivery date of their device to notify the Company of a defective device and/or accessories. The device must then be returned within 30 days of notification. Excess Telecom will exchange a defective device with a replacement device, at their sole discretion, during this period. For a defective device replacement, contact Excess Telecom Customer Service at 1-800-615-0898.

### **How to Obtain Warranty Service**

To obtain a warranty service from Excess Telecom, contact Customer Service at 1-800-615-0898. If an issue cannot be resolved over the phone, Excess Telecom technicians will provide subscribers with an RMA number, which will be used to send the device to the designated Excess Telecom Service Center for replacement, at the discretion of Excess Telecom.

### **Terms of Limited Warranty**

Excess Telecom warrants the subscriber that the Excess Telecom device 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:

- The limited warranty for the device begins on the first date of device activation.
- The limited warranty extends only to the original subscriber of the device and is non-transferable.
- The limited warranty is not transferable to another subsequent end-user.
- During the limited warranty period, Excess Telecom will replace, at Excess Telecom's sole discretion, any defective device with a new or refurbished replacement device on the following conditions:
  - The device does not properly operate based on its intended use (except as excluded below)
  - The device is malfunctioning or failing during normal usage.
  - Excess Telecom may, at its sole discretion, replace the device with a refurbished device of the same make, if available, or if not available, will replace with a comparable device.
  - 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 other non-operative parts.
  - Excess Telecom shall not be liable for any other losses, damages, or claimed losses or damages resulting from the malfunction of a device. These remedies are the subscriber's exclusive remedies for breach of warranty.
- The subscriber shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - The device 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.
  - The device 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 electrical source.
  - Excess Telecom was not advised by the subscriber of the alleged defect or malfunction of the device within 14 days of delivery.
  - 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 device.
  - The device is outside of the limited warranty period.

### **Notices**

Written notices can be sent to Excess Telecom at:

3245 Peachtree Parkway  
Suite D  
Suwanee, GA 30024

Emailed notices can be sent to Excess Telecom at [info@excesstelecom.com](mailto:info@excesstelecom.com)

Notices made by phone can be made by calling Customer Service at 1-800-615-0898.

Notices will be considered effective after being 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.

### **Hearing Aid Compatibility**

The wireless telephone industry has developed ratings to assist hearing device users in finding wireless devices that may be compatible with 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 a hearing device is vulnerable to interference, it 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 the hearing aid is, the less likely a customer is to experience interference noise from wireless devices. Hearing device manufacturers or hearing health professionals may help find results for hearing devices. 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.