

**Product Terms and Conditions**  
**TERMS AND CONDITIONS**

**PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.** For the purposes of this document, the term "GTA" refers to GTA TeleGuam and Teleguam Holdings LLC. The terms "you" and "your" refer to the person or entity that has signed this Agreement for Services. The terms "Service" or "Services" includes and incorporates wireless, broadband, digital television, and/or other services ordered on the Customer Application and any additional services you may order or obtain from GTA at any time that are not expressly governed by another agreement you sign with us. The word "Agreement" includes and incorporates the Customer Application, the Terms and Conditions, the GTA rules and policies applying to the use of the Services, and any GTA addenda that you may sign at any time.

**By signing this Agreement:**

- (1) You acknowledge that you are an adult, eighteen (18) years or older. If this is a business account, you acknowledge that you are authorized to act as an agent for your company, corporation, partnership, or other business entity.
- (2) You have read, understood, and agreed to be bound by this Agreement.
- (3) GTA will provide the Services as indicated in the Customer Application to you for the period stipulated relevant to the Services ordered. If you cancel this order at any time prior to the expiration of the initial term, you may be charged a termination charge as described below, relevant to the Services ordered.

**General Terms & Conditions**

**I. Acceptance of Agreement.** You acknowledge and accept this Agreement by (a) activating or using the Service; (b) signing the Agreement; (c) orally or electronically accepting the Agreement. If you do not accept this Agreement, GTA will be under no obligation to provide you with these Services. These General Terms & Conditions apply to all services and products sold or provided by GTA. Additional terms and conditions provided below shall apply to the different lines of services (wireless, wireless prepaid, internet, digital television) on your account.

**II. New and Existing Customers.** A New Customer is defined as an individual or business entity that has NOT had ACTIVE Services with GTA for ninety (90) days and does not have any outstanding balances. If a customer does not meet the above criteria, then they will be defined as an Existing Customer. If a former Customer attempts to activate terminated services within 90 days, this account will NOT be considered a new Customer, but rather a reactivation of an existing Customer and/or Services. Customers are identified by (but not limited to): Name, Business Name, DBA, Mailing or Physical Address, Social Security Number, Federal Tax ID, or EIN.

**III. Eligibility Requirements.** GTA may have eligibility requirements, terms and conditions that are in addition to the Terms and Conditions described herein.

**IV. Authorized User(s).** You, as the primary account holder, can add one (1) authorized user to your account by submitting a written and signed document to GTA confirming the appointed authorized user. You and any Authorized User on your account will have access to account information and will have the ability to make changes to the account. Authorized Users cannot add or terminate end users, lines, subscribers, or Services on the account. If you add an Authorized User to your account, they will be able to access and make changes to your account. These changes will be binding on you. You or the Authorized User may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require your agreement to a new minimum term and/or new Terms & Conditions. You agree to hold GTA, its employees, staff and management harmless from any litigation or legal action if account information is provided to your Authorized User.

**V. Services.** You request Services and agree to pay all charges for the Services at the applicable service rates for the selected service plan(s) by the due date indicated on your invoice. The rates for Services provided will be billed to you as outlined in the Customer Application and are subject to change without notice. Charges may include, but are not limited to: the monthly charges, local and federal taxes, tariffs, fees and surcharges, and any other recurring or nonrecurring charges established by GTA. If you do not pay in a timely manner, upon appropriate notice, the Services will be disconnected. GTA may suspend, modify or terminate your service for any reason or no reason upon 30 days notice.

**VI. Misuse of Services, Network, or Devices.** You agree not to use the Services in a manner prohibited by any Federal or Guam law or Regulation. You agree not to misuse GTA Services, the GTA network, or any devices which may adversely impact, affect or interfere with the GTA network, service levels, operations, reputation, or ability to provide quality service to all subscribers as a whole. GTA reserves the right to protect its network from misuse, harm, compromised capacity, or degradation in performance which may impact network performance for all Customers. WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICES OR AGREEMENT WITHOUT NOTICE, if you, any user of your subscribed Services, or any user on your account are found in violation of this Agreement. Misuse can be defined as (but not limited to): (1) using devices or the Services to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s); (2) by "spamming" or engaging in other abusive or unsolicited communications; (3) excessive data usage through server devices or host computer applications, including (but not limited to): web camera posts or broadcasts, automatic data feeds, automated machine to machine connections or peer to peer file sharing, lines for full time or dedicated data connections. Tampering, modifying, or reprogramming devices used to access Services is prohibited. Rebilling or reselling our Services without authorization is prohibited. GTA may, but is not required to monitor your compliance or the compliance of other subscribers with GTA's terms, conditions, or policies.

**VII. Bills and Payments/Late Charges.** Billing will commence on the date your Services are activated. With this Agreement, you have consented to responsibly pay in full each month in a timely manner all charges relating to: (1) subscription of Services; (2) any usage based Services; (3) installation or activation, change and disconnection of Services; (4) all applicable local and federal taxes, tariffs, fees and surcharges; (5) any additional charges and fees associated with the Services. You may be required to pay a security deposit or advance payment for Services as a requirement at the time of application, to offset against any unpaid balance on your account, or as otherwise set forth in these Terms and Conditions or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by GTA of satisfactory payment history or as required by law, GTA may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by GTA. Regular recurring charges are billed in advance

and charges incurred on a per-use basis are billed in arrears. A partial month or prorated charge may be generated on your initial bill and whenever you make a change to your Services. Charges for service will be billed monthly and all amounts owed by you must be paid by the date indicated on the bill. Failure to make a full payment for the total amount due on or before the due date will result in a late payment charge equivalent to 1.5% of the outstanding balance or the maximum rate permitted by law. To avoid a temporary suspension of Services, payments for any amounts in arrears must be received by the 15th day of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice. In the event your service has been suspended, you will be required to pay all charges including outstanding balances, reconnection fees, late payment fees and any outstanding balances for old accounts before service is reconnected. A termination order will be issued forty-five (45) after service has been suspended. To re-establish service, you will be required to pay all outstanding charges and any fees associated with new service activation before service is restored. A fee of \$26.00 will be applied to your account if your check or other payment instrument is not honored by a financial institution. GTA reserves the right to investigate and review your credit history. In the event of a bill dispute for any telecommunication services provided, you must file the dispute with Customer Service within fifteen (15) days from the date of the disputed invoice. GTA will have thirty (30) days from the date you file the dispute to investigate the dispute. If the dispute is in your favor, a credit adjustment will be made to your account. If the dispute is in GTA's favor, you must pay the disputed amount to include any outstanding balance to bring the account to current.

**VIII. Terminations.** Unless otherwise stipulated, the minimum contract period is one month service. You may terminate any Service by providing 30 days written notice to GTA. If you terminate Services, or Services are terminated by GTA for any reason, and you are a participant of a Service that covers a specified period of time via a term agreement or contract, a Balance Recovery Cost (BRC) or Early Termination Fee (ETF) (described below) may be assessed. You are responsible for all charges billed or incurred prior to deactivation. If you terminate Services before the end of your monthly invoicing cycle, credits or refunds for any unused Services in that month will be unavailable.

**IX. Termination of Voice Service.** If you change or terminate your GTA local wireline voice service ("Voice Service"), we may in our discretion terminate other Services or continue to provide it at the then-current rates, terms and conditions applicable for Services without voice. You agree to pay any new or higher monthly fees that may apply to your new Service after termination of the Voice Service. If GTA elects to terminate your Voice Service, we reserve the right to charge any applicable BRC or ETF.

**X. Pricing – Term Plans, Bundle Discounts.** When you purchase a Service, you agree to specific price and contract term of ("Term Plan"). Term Plans may offer a discount on the Service if you sign up for other Services ("Bundle Discount"). You agree to maintain your Service and the other bundled services for the applicable term. If you sign up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the term expires; (2) you move from your current service address to another service address; or (3) you drop one of the Services you were required to purchase to receive the special rate.

**XI. Special Discounts.** You may be eligible for a discount on your monthly access charges based on your affiliation with an organization that has an agreement with GTA. You may be required to provide proof of your affiliation with the organization upon activation of service or when you make changes to your account. GTA may share certain information relating to the Services, such as (but not limited to): Name, Telephone Number, Mailing or Physical Address, and Total Monthly Charges with the organization to verify our affiliation. GTA may adjust the discount in accordance with the organization's agreement with GTA and remove your discount after the minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of your discount, based on your affiliation with the organization or the organization's agreement with GTA, shall not be considered to have a material adverse effect on you.

**XII. Minimum Contract Period.** Term Plans require a minimum contract period, which varies depending on the type of Service you are applying for. Please read below for more information.

**XIII. Customer Premises.** You agree to grant GTA a right of way by the shortest practical route over your Premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing applicable Services and equipment necessary to provide you that service. You also represent that such grant has been obtained in writing from the premises owner. GTA may request from you additional documents, including right-of-way agreements, in order to maintain access in the future. Our employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles. You are responsible for making the premises available, by appointment, for inspection, audit, repair, replacement and/or removal of the cable facilities. If you continuously fail or refuse access to the equipment, GTA may terminate your service. All installations, removals, and other work done by GTA on your premises shall be done in a good and workman-like manner. However, due to the effects of normal workmanship which may remain after the removal of GTA equipment, the following conditions must apply: (a) GTA shall not be held liable for any damage, such as holes, in walls, ceilings, floors, or any other locations necessary to provide Services; (b) GTA and/or our agents are not permitted to move furniture or appliances.

**XIV. Cable Facilities.** As provided for and to the extent allowed by applicable tariffs and laws, all outside cable facilities installed pursuant to this Agreement on your premises are and shall remain the property of GTA. You will not and shall not permit others to move or tamper with the outside cable facilities or use it contrary to this Agreement. You are responsible for any damage, other than normal wear, done on the outside cable facilities. If the Services are terminated for any reason, at GTA's option and direction, you shall make the premises available for the removal of the cable facility. GTA does not guarantee that repairs on cable facilities will be made within a specific time frame or after normal business hours, on weekends, or on holidays.

**XV. Equipment.** GTA will provide you certain equipment, such as a modem, gateway, or Optical Network Terminal (ONT) (all of which is herein collectively referred to as "Customer Premise Equipment," or CPE) which may be required for broadband and digital television services. All GTA equipment will remain the property of GTA and must be returned to GTA upon termination of this Agreement for any reason. Any CPE will be either a new or a fully inspected and tested refurbished unit. Neither you nor a third party may change, interfere with, or block access to equipment data or settings. If you make modifications that make the CPE inaccessible remotely to GTA technicians, you will be billed for the repair and re-configuration of the CPE. If any equipment you lease from GTA is stolen, lost, or becomes damaged (except for normal wear-and tear), you will be held responsible for the full cost of replacement. Other than the CPE provided to you by GTA for use with the service, you must provide all equipment, devices, and software necessary to receive the service. GTA cannot guarantee the ability to support non-GTA provided hardware or its compatibility with our Services. If a GTA technician's visit is required to reconfigure pre-owned or non-GTA provide hardware, an additional charge may be applied. Regardless of whether the equipment used to access your service is owned by you or GTA, GTA reserves the right to manage such equipment for the duration of your service. You are responsible for returning all CPE in "like new" condition within 14 days of cancellation of your service, either by you or by GTA. "Like new" condition means the equipment and/or accessories appears unused without scratches or unnatural

marks, in its original container, with all original contents. Failure to return the CPE to GTA in "like new" condition within the allotted time frame after cancellation of broadband service will result in a charge to your account equal to the replacement price of the CPE. The charge may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. The value of the CPE is determined by GTA at its sole discretion.

**XVI. US Military.** GTA is a supporter of the US Military and makes every effort to assist active duty military customers in managing their Services. If you, as an active member of the US Military are given temporary or permanent relocation orders off of Guam, you may suspend or terminate your contract, without any suspension or early termination charge, pursuant to the requirements and limitations of the Servicemembers Civil Relief Act, provided that you furnish proof of these new relocation orders. Please read below for more information on equipment and/or accessories you may be charged or billed for if your contract is suspended or terminated.

**XVII. Communication and Notices.** Notices, updates, new products and/or Services may be sent to you by written notice, which may be on or included with your bill. GTA may also send notifications to you by posting the notification on [www.gta.net](http://www.gta.net), email, voicemail, or via text messages.

**XVIII. Attorney Fees.** You shall be liable for all reasonable costs incurred by GTA in enforcing its rights against you under this Agreement, including reasonable costs of collecting unpaid charges and (in the case of any action in which GTA is the prevailing party) reasonable attorney fees and expenses of litigation.

**XIX. Dispute Resolution.** You must first give GTA an opportunity to resolve any dispute or claim relating in any way to the Agreement or your use of any GTA service, or to any products or services sold or distributed by GTA, or by any of its subsidiaries or related companies, by sending a written description of your claim to the address below. We each agree to negotiate your claim in good faith. If your claim is not resolved within 60 days of its receipt by GTA, you agree that the exclusive forum for any claim for which the total value is \$10,000.00 or less is the Small Claims Court of the Superior Court of Guam. You also agree that any for any claim for which the total value exceeds \$10,000.00, as a condition precedent to instituting legal action against GTA, you will participate in non-binding mediation with a mediation service provider from the list of providers approved by the Guam Supreme Court. You further agree that, by entering into this Agreement, you are waiving the right to a trial by jury or to participate in a class action. This waiver does not preclude you from bringing issues to the attention of the appropriate federal, or local agencies, including, for example, the Guam Public Utilities Commission or the Federal Communications Commission. GTA address for written disputes: Teleguam Holdings, LLC Attn: Dispute Resolution 624 N. Marine Corps Drive Tamuning, Guam 96913

**XX. Default/Termination or Discontinuance by GTA.** GTA may, without notice, terminate or temporarily discontinue your service if you are in default of this Agreement. Default shall include: (1) any failure by you to pay any undisputed amounts as provided in this Agreement; (2) any breach by you of any material provision of this Agreement; (3) any unlawful use of GTA Services or use the Services in a manner that may interfere unreasonably with the Services used by other Customers or interfere with GTA's ability to provide Services to others, whether unlawful use or interference is by you or any other user of the Services. Termination or temporary discontinuance of Services shall be in addition to any and all other remedies provided in the Agreement, or that may be available at law and in equity. In addition to the foregoing, GTA may terminate or discontinue Services without liability in the case of any governmental prohibition or required alteration of the Services.

**XXI. Force Majeure.** GTA shall not be liable for any delay or failure in performance of this Agreement, to the extent such delay or failure is caused by an event of Force Majeure, including (but not limited to) fire, flood, war, strike, orders of civil or military authorities, omissions of common carriers, warehousemen or suppliers, or other cause beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure condition ceases, and the term shall be extended by the length of the suspension.

**XXII. DISCLAIMER OF WARRANTIES.** GTA CANNOT GUARANTEE ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT YOUR MESSAGES OR DATA TRANSMISSIONS WILL NOT BE LOST. ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISK OF USING THE SERVICES AND EQUIPMENT. GTA DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF, AND ANY PURPORTED EXPRESSION OF WARRANTY IS HEREBY DISCLAIMED. ONLY STATEMENTS MADE BY GTA AGENTS OR IN PACKAGING, MANUALS OR OTHER DOCUMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND SHALL NOT BE CONSTRUED AS WARRANTIES BY GTA.

**XXIII. Technology.** Telecommunications technology rapidly evolves and advances. For the latest information on GTA's network and technology, refer to [www.gta.net](http://www.gta.net).

**XXIV. Assignment.** You may not assign this agreement or any interest in the Services without the prior written consent of GTA. Assignment without the prior written consent of GTA is considered void.

**XXV. Password Protection.** You are solely responsible for maintaining the confidentiality of any password or user name required to utilize the Services. You shall be liable for payment of charges to your account made by any person using your password or user name until GTA is notified that the confidentiality of a password or user name has been compromised.

**XXVI. Use of Customer Proprietary Network Information.** Customer Proprietary Network Information (CPNI) includes information related to the services provided by GTA to you. CPNI includes such information as the types of telecommunication services you currently purchase, how you use these services and billings for those services. GTA protects the confidentiality of CPNI pursuant to federal laws and regulations and does not disclose CPNI except as required by law. GTA may use CPNI for billing, credit references, provisioning of service and correcting service issues. GTA may use CPNI internally to market GTA products and services that will improve your services, however, GTA will not disclose CPNI to any third parties seeking to market non-GTA products and services to you. You may, at any time, choose to opt-out of GTA's internal use of your CPNI by visiting a GTA store to fill out and submit a CPNI opt-out form or by calling 644-4482, emailing [ask@gta.net](mailto:ask@gta.net), or live-chatting at [www.gta.net](http://www.gta.net). Your CPNI may be disclosed by GTA: (1) pursuant to subpoenas, search warrants or other lawful process; (2) in response to emergency or public safety requests involving the risk of serious harm to you or others; (3) to investigate and prevent unlawful or unauthorized use that threatens the integrity of GTA networks or services; (4) to protect GTA against fraud or other illegal activities; (5) to defend GTA's rights in legal or administrative proceedings; or (6) as otherwise required by law.

**XXVII. Limitation of Liabilities and Services.** In no event shall GTA, its employees, officers, representatives, suppliers, and authorized agents be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever arising directly or indirectly from your use of the Services, regardless of the cause of action, including negligence, and even if GTA has been advised of, or could reasonable have foreseen, the possibility of such damages or losses, GTA's sole and exclusive liability to you and your sole and exclusive remedy for any breach by GTA or any interruption or failure of services shall be a credit of such charges for Services as would have accrued but for such interruption or failure based on a prorate basis. Without limiting the generality of the foregoing, GTA is not liable for:

(1) the delay or failure in performance or Services resulting from an act of force majeure, including without limitation: acts of God, natural disasters, typhoons, earthquakes, communications failure, governmental actions, shortage of labor or materials, vandalism, terrorism, wars, strikes, or any reason beyond reasonable control; (2) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which GTA does not directly serve; (3) defamation or copyright infringement arising from material transmitted or received over GTA's network facilities; or (4) infringement of patents arising from combining or using your facilities or equipment with GTA's network facilities.

**XXVIII. Terms and Conditions are subject to change.** We may give you notice of a change of these Terms and Conditions by posting the change on [www.gta.net](http://www.gta.net), by email, or by written notice which may be on or included with your bill. Such notices will be considered given and effective on the date posted.

**XXIX. Taxes and Regulatory Tariffs, Fees and Surcharges.** Services may be subject to local and federal taxes, tariffs, fees and surcharges. These taxes, tariffs, fees and surcharges may be amended from time to time by their respective government agencies. Any such amendments may be reflected in your invoices without notice.

## WIRELESS Section

**I. Credit Approval and Deposits.** Acceptance of your Customer Application by GTA is dependent on approval of your credit. GTA has the right to investigate and review your credit history and/or payment record if you have an existing account. On the basis of that investigation and review, GTA may require you to make a suitable deposit to guarantee payment of charges for services. Upon termination of your wireless service, or upon the first billing cycle after the twenty-fourth month of wireless service, whichever comes first, GTA has the right to apply the deposit against any outstanding wireless service charges or any other amount owed to GTA. If you are terminating the Agreement, any remaining balance of the deposit will be released to you at the last known address within approximately 90 days. If you continue receiving wireless services under the Agreement, any credit balance remaining after the deposit is applied will be applied to any amounts that may be owing to GTA in the future. GTA will issue a refund upon request to any customer whose account is in good standing after the satisfaction and completion of the contractual term.

**II. Charges Associated with Wireless Services.** As stated in Section VII of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. Charges associated with GTA's wireless services include but are not limited to: monthly recurring service charges, airtime, roaming, long distance, toll charges, SMS messages whether read or unread, images, sound files, data, features such as Internet access and voicemail, calling services such as directory assistance and calling card use. You will be charged for more than one call when you use certain features resulting in multiple inbound or outbound calls such as call forwarding, call waiting, voicemail retrieval, and conference calling. Except to the extent prohibited by law, billing of roaming charges or services used may be delayed or applied against your service. Roaming and other call rating times are dependent on the location and time of the network equipment providing the service for a particular call. Usage charges will apply as required for services such as directory assistance, roaming charges incurred outside of GTA's wireless home network, long distance charges, and per minute of use charges. Airtime usage is billed in full minute increments, fractional and partial increments are rounded up to the next full minute increment at the end of each call for billing purposes.

**III. Nights and Weekends.** Nights are 7:00 p.m. to 6:59 a.m. Weekends are Friday 7:00 p.m. to Monday 6:59 a.m.

**IV. Mobile to Mobile.** GTA mobile to mobile minutes are minutes used between GTA wireless subscribers while on the GTA wireless network (and not roaming.) Mobile to mobile applies to the account or phone number when directly dialing or receiving calls from any other GTA mobile phone number within the GTA network. Calls to GTA Voicemail are not considered mobile to mobile minutes.

**V. Data Usage and Billing.** Wireless data usage will be charged as specified in your Rate Plan. Data transfer is billed in full kilobyte increments. Actual data transport is rounded up to the next full kilobyte increment at the end of each data session for billing purposes. Overages will be billed by the kilobyte or as specified in your Rate Plan. Some devices such as Smartphones, including iPhones, Androids, BlackBerrys and MiFi devices can generate data usage without user intervention. This can generate unexpected charges within the GTA home network and when roaming outside GTA's home network. Data usage is governed by the GTA Wireless Data Fair Usage Policy available at

<http://www.gta.net/terms-of-use#data-fair-usage-policy>

**VI. Minimum Contract Period.** [If you are in the US Military and receive temporary or permanent relocation orders, you may be entitled to certain rights under the Servicemembers Civil Relief Act. See Wireless Section VIII below for details.] As stated in Section XII of the General Terms and Conditions, GTA offers Term Plans in which a longer minimum contract period is required. These Term Plans may include a special subsidized promotional (reduced) purchase price of the device and a required service plan and extend payments over the term of the contract. Unless otherwise indicated, if you opt into a Term Plan, a two-year minimum contract period will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month to-month basis (that is still subject to this Agreement as modified) or until terminated by either party. If you terminate the service or otherwise breach your contract before expiration of the minimum term for any reason, the remaining balance due upon the contract will become immediately due and payable. You agree to pay a Balance Recovery Cost (BRC): (A) for Advanced Devices: \$720 flat fee or \$30 per month for each month remaining on your contract per phone number (based upon a 24 month term), whichever is less; or (B) for Non-Advanced Devices: \$240 flat fee or \$10 per month for each month remaining on your contract per phone number (based upon a 24 month term), whichever is less; or (C) for Tablet Devices: \$240 flat fee or \$10 per month for each month remaining on your contract per tablet (based upon a 24 month term), whichever is less. This BRC is not a default penalty. It is solely intended to recover the balance due on the contract beginning the month the termination or breach first occurs. This BRC may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. If you opt into a new Term Plan, you must fulfill the Terms and Conditions of the current Term Plan unless expressly waived by GTA. Advanced Devices are generally devices requiring data plans and include, but are not limited to, iPhones, Android and Blackberry instruments. GTA reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet.

**VII. Device Return/Cancellation of Service and Replacement/Repair Policies.** The following terms and conditions apply in order to return a new phone, handset or other wireless device ("Device") and cancel service after the initiation of a NEW wireless service contract ("Contract") or to repair or replace a new Device. You must present the invoice or receipt issued to you when you purchased the Device. These terms and conditions do not apply to the sale of refurbished Devices and sale of all accessories, for which all sales are final and not subject to refund, return or exchange with the exception of IOT products. IOT products have 1 year limited warranty on Apple branded IOT products (Apple TV) and 3 month in-store warranty from non-Apple branded IOT products (Withings Blood Pressure Monitor, Samsung SmartThings Hub, Google Home, Smart Pet Feeder and Gamevice Controller).

A. Device Return/Cancellation of Service Policy. If you are eligible to return your Device pursuant to the conditions below, your Contract will be

cancelled and you will not be responsible for any further payments. A restocking fee of \$150 will be charged if return of your Device is approved.

(1) Within 3 days of purchase, you may return your Device and cancel your Contract and receive a refund of your initial payment for the device subject to the following conditions. The Device must be in "Like-new" condition. "Like-new" is defined as: (i) less than 60 minutes of usage and less than 100 MB of data usage, (ii) returned in the original box with all original contents (excluding earphones) including battery, charger, manual and unopened software, (iii) Phone must be 100% functional, (iv) no physical or water damage, and (v) no cosmetic signs of wear (cracks, scratches, scuffs, chips or dents). All conditions must be met and determination of Like-new condition is within the sole discretion of GTA. (2) After 3 days of purchase, and within 14 days from the purchase date, you may cancel your Contract without penalty. However, your device will not be returnable and you will be responsible for immediate payment of the full retail price of the Device.

**B. Replacement/Repair Policy.** Your new Device may be replaced or repaired only under the following terms and conditions: (1) Device may be replaced if it is within its warranty period and has been determined by GTA to be defective and not repairable. (2) If Device is within its warranty period and has been determined to be repairable by GTA: (i) you may approve the repair and you will be provided a loaner Device at no cost, or (ii) you may decline the repair and your Device will be returned to you as-is. (3) Determination of whether the Device is defective or repairable is at the sole discretion of GTA. (4) Replacement Device shall be the same brand and model or other suitable Device of equal value.

#### **VIII. US Military Contract Suspensions and Terminations**

(A) If you are in the US Military, you may be entitled to suspend or terminate your contract for cellular telephone service pursuant to the Servicemembers Civil Relief Act ("SCRA"). If you provide a copy of your relocation orders for not less than 90 days (30 days if purchase was made at a GTA retail location on military installations in Guam) you may suspend or terminate as follows:

(a) Suspension -you may suspend your contract with no suspension charge and with no contract term extension (your contract will terminate on the original contract termination date). However, if you purchased a cellular phone unit (the "Unit") under your contract and the cost of the Unit is spread over the term of your contract, the balance remaining on the Unit at the time of suspension will be carried forward to the remaining term of your contract upon re-activation.

(b) Termination -you may terminate your contract with no early termination fee. However, if you purchased a Unit under your contract and the cost of the Unit is spread over the term of your contract, any balance due on the Unit will become immediately due and payable upon termination.

(B) In either case of suspension or termination, any balance due is intended only to recover the actual remaining balance due on cost of the Unit. Any balance remaining on the Unit at termination of your contract remains an obligation or liability due and unpaid which you must pay under the SCRA. Balance due on the Unit is determined as follows:

(c) for Advanced Devices (except Blackberry and Certified Pre-owned devices): \$20 per month for each month remaining on your contract per phone number, based upon a 24-month term;

(d) for Blackberry and Certified Pre-Owned Advanced Devices and Tablets: \$10 per month for each month remaining on your contract per phone number, based upon a 24-month term; or

(e) for Non-Advanced Devices: \$7 per month for each month remaining on your contract per phone number, based upon a 24-month term. Advanced Devices are generally devices requiring data plans and include, but are not limited to, iPhones and Android instruments. GTA reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet.

**IX. Numbers.** You have no proprietary or ownership rights to, or interests in, a specific telephone number assigned to your equipment or account, except as provided by law. GTA may change the access number assigned to you and may require you to modify wireless telephone equipment accordingly at GTA's expense. Except as permitted by law, you may not assign a telephone number to any other equipment, and shall not program any other number into equipment provided for use with GTA services. GTA may deactivate or suspend service to any number without prior notice if unlawful or fraudulent use of a number is suspected.

**X. GSM Phones/Devices and Other Carrier Networks/Phones.** You may purchase a phone from someone other than GTA, provided that it must be 850/1900MHz GSM/GPRS/EDGE wireless device that is compatible with GTA's GSM network. GSM phones/devices do not all use the same technologies. GTA does not guarantee that all services and features will be available with such equipment. GTA GSM Phones/devices may be programmed to accept only a GTA SIM card.

**XI. Lost or Stolen Phones.** If your wireless telephone or other wireless device is lost or stolen, you will remain liable for all charges in connection with usage of the wireless device until the theft or loss is reported to GTA and to the police. A copy of the police report must be filed with GTA. After reporting the theft or loss to GTA, you will remain liable for all non-usage based charges, as provided in this Agreement.

**XII. Call Privacy.** The GTA system uses radio channels to transmit communications. Customer's calls may be monitored by third persons acting within the law and GTA will cooperate with intercepting and disclosing calling records, voice and data transmissions, accounts and other information, pursuant to lawful subpoenas, court orders and the like. Your transmissions may also be monitored by persons acting outside of the law. Call privacy cannot be guaranteed, and GTA will not be liable for any lack of privacy while using GTA equipment or systems.

**XIII. Wireless Local Number Portability.** You may have the capability to transfer your wireless number to another wireless carrier or have the ability to bring your wireless number to us. For detailed information about Local Number Portability, please contact GTA Customer service at (671) 644-4482. You will not be able to transfer your number if your account has been disconnected for any reason. If you are porting a prepaid account, your prepaid account must not be expired. You still remain liable for all charges incurred resulting from your wireless service with us or your wireless service with your former wireless carrier. This includes, but not limited to: cancellation fees; monthly access fees; overages; long distance; and all other expenses associated with your wireless service. GTA reserves the right to charge a one-time \$50 port out fee to recover costs incurred with Wireless Local Number Portability.

#### **WIRELESS PREPAID Section**

**I. Terms & Conditions.** You accept these terms and conditions and agree to be bound by them at the point of sale of a Card.

**II. PIN/PUK Number.** The number printed on each Card (comprising the PIN or PUK Number) is unique to that Card and you shall be solely responsible for safeguarding such number or any other access number or password from any unauthorized use. GTA shall not be liable to you for any losses, damages, claims, liabilities, costs or expenses suffered or incurred by you resulting from the theft, misuse or unauthorized usage of the number printed on the Card, or other related services such as web access.

**III. Refund.** Every Card, once purchased, is not refundable and has no surrender value. GTA is not obligated to refund any unused portion of the Card value whether before or after its expiration date.

**IV. Expiration.** Each prepaid plus card must be used and deposited into your account by the date indicated on the card. After the date printed on the prepaid plus card, it will not be effective. Upon deposit into your account: (1) a \$5 prepaid plus card load will expire in 15 days, (2) a \$10 prepaid plus card load will expire in 30 days, and (3) \$20 and \$50 prepaid plus card loads will expire in 60 days. When depositing a prepaid plus card into an account with a valid balance, the greater of expiration dates shall apply. Any load purchased by voice or SMS using a credit card will have the following expiration terms: (1) \$0.01 to \$9.00 – 15 days, (2) \$9.01 to \$19.00 -30 days, and (3) \$19.01 and up -60 days. When loading by voice or SMS using a credit card into an account with a valid balance, the greater of expiration dates shall apply. Unused airtime will be forfeited unless used by expiration date.

**V. Charges.** Charges commence as soon as the call, data, or text message is processed or received by you.

**VI. Limitation of Liabilities and Services.** You shall use the Card and the Services in accordance with local and federal law. GTA shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by you resulting from the failure by you to do so. You shall indemnify GTA from any losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by GTA as a result of or arising from the misuse or wrongful usage of the Card.

**VII. Prepaid Locked Devices.** Certain prepaid wireless devices may be locked to GTA wireless service. At customer's request, a prepaid locked wireless device will be unlocked by GTA and additional fees may apply.

**VIII. Liability.** Without prejudice to Prepaid clauses II to IV above, the liability of GTA to you, whether in contract, tort, or otherwise in relation to the Card shall be limited to the price of the Card.

## **INTERNET Section**

**I. National Exchange Carriers Association Tariff.** Broadband services are provided by GTA under Sections 8 and 17 of the National Exchange Carriers Association (NECA) Tariff FCC No. 5, which is made part of this Agreement. The terms and conditions stated in this Agreement are subject to revisions in the NECA Tariff and/or mandated by the Federal Communications Commission (FCC). Any changes to tariffs, fees or surcharges by NECA or the FCC may result in corresponding changes to your invoice with or without notice as required by regulation or law.

**II. Local Exchange Service Lines.** Broadband services will be provided over existing GTA local exchange service lines. Thus, rates and regulations for broadband services are in addition to the rates and regulations for local exchange services. If you apply for Data-Only broadband services, GTA may provide the broadband service over the physical local loop connection capable of simultaneous voice and data communications to your premise. If you decide to terminate and then reconnect your broadband service, the reconnection of your broadband service will be considered a new installation subject to the rates and regulations for broadband service and local exchange service where required.

**III. Inside Wiring & Installations.** You have the option to have GTA install any inside wire required or to have a third-party contractor do the installation. However, if you choose to hire a third-party contractor, other terms and conditions may apply. GTA does not represent, warrant or covenant an installation by you or a third party chosen by you will enable you to successfully access, operate, or use the broadband services, nor that such installation will not cause damage to your computer, data, software, files or peripherals. In addition, GTA and its agents and contractors shall have no liability whatsoever for any damage, or for the failure to properly install, access, use or operate the equipment or broadband services by you who chooses this method of installation. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this Agreement. Service outages and/or repairs may take up to 48 hours.

**IV. Broadband Service Speeds.** Because broadband is distance sensitive, you must be located within a serviceable loop distance from a GTA serving wire center. Broadband peak speeds are not guaranteed by GTA due to factors that may affect the actual speeds delivered including loop distance, condition of the cable facilities, limitations in GTA's network design, and limitations in any CPE. Due to this, GTA provides broadband services as a best effort service, and cannot guarantee upload or download speeds. If it has been determined by GTA that your premises has exceeded the loop distance and broadband service is not available, you will not be charged any early termination fees for cancelling your broadband service request.

**V. Minimum Contract Period.** As stated in Section XII of the General Terms and Conditions, GTA offers Term Plans in which a longer minimum contract period is required. Unless otherwise indicated, if you opt into a Term Plan, a one-year minimum contract period will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month-to-month basis (that is still subject to this Agreement as modified) or until terminated by either party. If you terminate the Plan before expiration of the minimum term for any reason, you agree to pay an Early Termination Fee (ETF) of \$180 per contract year. This ETF may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. If you opt into a new Plan, you must fulfill the Terms and Conditions of the current Term Plan unless expressly waived by GTA.

**VI. Trial Period.** When you initiate a new broadband service with GTA, you are given a period of 14 calendar days from the date of service activation (the "Trial Period") in which to cancel the service without incurring any early termination fees. The Trial Period refers only to the service and not to equipment. You are required to return all CPE in "like new" condition, which means the CPE appears unused without scratches or unnatural marks, in its original container, with all original contents. Failure to return the CPE to GTA in "like new" condition will result in a charge to your account equal to the replacement price of the CPE.

**VII. Relocation of Services.** You may transfer your broadband service location to a different location if your new location is within our serving area. If you relocate the broadband service before expiring a minimum term of one year for any reason, you agree to pay a relocation fee of \$100. If you have completed a minimum term of one year, you will not be charged any relocation fee for the broadband service. If you are relocating broadband and digital television services, you agree to pay a relocation fee of \$59.95. These relocation fees may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account.

**VIII. US Military.** You are required to return all CPE in "like new" condition within 14 days of cancellation of your broadband service. Failure to return the CPE to GTA in "like new" condition will result in a charge to your account equal to the replacement price of the CPE.

## **DIGITAL TELEVISION Section**

**I. Digital Television (TV) Services.** The terms and conditions apply to your use of the video and audio programming services and associated telecommunication services that GTA provides and any equipment provided to you for use with the service. Digital TV services provided under this Agreement is contingent upon your having telephone service with GTA. The digital TV services may include video-on-demand, interactive programming and other enhanced video services. Failure to maintain telephone service constitutes a breach of this Agreement.

**II. Redistribution Policy.** Some programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission and sports blackouts. GTA may recover from you any damages provided by television laws for tampering with any of our equipment, our television system or for receiving or distributing unauthorized services. GTA has a zero tolerance policy for any infraction of the above items. If you also purchase GTA Voice Service, Caller ID information for GTA Voice calls can be displayed on your TV screen. In addition, call history information for all missed and answered calls can be displayed on your TV screen and cannot be PIN protected. Call history for dialed calls cannot be displayed on your TV screen. As permitted under applicable law, in addition to other rights provided for in this Terms of Service, in the event a payment is past due, GTA may restrict your account to prevent access to video on demand, pay-per view, and other usage-based services and content.

**III. Charges Associated with Digital TV Services.** As stated in Section VII of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. You will be charged for the use of the digital TV services by any person, including but not limited to, Video on Demand and Pay Per View, and other enhanced video services ordered from any set top box providing access to the digital TV services, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top box to prevent unauthorized use of Services. As long as payments are current, you will have a limit (up to a maximum of \$150) per month on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

**IV. Programming.** GTA reserves the right to add, change, or remove any video and audio channel included in any program tier or package. Notice of any such change will be provided as required by applicable law.

**V. Customer Premises.** In order to provide you with digital TV services, you agree to give GTA and/or our agents permission to enter your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing the equipment and service. Your permission includes the premises outside your home at times when you may not be there. Our employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles. If you are not the owner of your home, we will require you to obtain permission from the landlord/owner for us to enter the premises and install digital TV and all associated wiring.

**VI. Credit Approval and Deposits.** In order to establish an account with us, you authorize GTA to inquire into your credit worthiness by checking with credit reporting agencies. If you are delinquent in any payment to GTA, you authorize GTA to report any late payments or nonpayment to credit reporting agencies. GTA may require a security deposit from you (a) before digital TV services are provided, if you do not have a satisfactory credit history with GTA, or do not provide other proof of credit worthiness, or (b) at any time during this Agreement, if you have an unsatisfactory credit rating with GTA as a result of your payment practices, or (c) if you clearly present an abnormal risk of loss. GTA may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of service or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit retaining only the amount you owe on your account.



