

Global Connection Inc. of America – Real Home Phone TERMS AND CONDITIONS

This Customer Service Agreement (“Agreement”) specifies the terms and conditions under which Global Connection Inc. of America (“GCIOA”) will activate prepaid local residential telephone service (“Service”). By purchasing or activating this Service, you, the customer (“Customer”) agree to the terms and conditions of this Agreement.

1. **SCOPE OF SERVICE** - The Service allows the Customer to make and receive unlimited local home telephone calls. The Service does not include or authorize outbound 1+ long distance, inbound collect calls, third-party calls, directory assistance, or operator services. If unauthorized charges are incurred, the charges will be billed to the Customer’s account. Customers will have access to 911 calling.
2. **ACTIVATION** - GCIOA will activate service at the network interface jack of the service address the Customer provides for activation. New wiring beyond the network interface jack or repairs needed for the inside wiring of the Customer’s residence are the Customer’s responsibility. GCIOA is not liable for any delays or failure on the part of any local telephone service provider to process orders for Service. Service usually begins within seven (7) business days after the Service activation information is provided to GCIOA.
3. **INITIAL SERVICE PERIOD** - The initial Service period under this Agreement shall be for a term of 25 days.
4. **RENEWAL OF SERVICE** - Service beyond the initial service period will extend from the end of the previous Service period (“Service End Date”) for a period of one month.
5. **FEES FOR SERVICE:** The Customer agrees to pay an activation fee and/or processing fee as part of the first month’s Service. The Customer agrees to pay the monthly service charge including applicable taxes, fees and surcharges plus charges for any optional features ordered. If optional features are added after the initial Service activation, the Customer agrees to pay additional fees to activate such features including the Service period charges for those features. Additional lines are billed as a separate monthly charge including applicable taxes, fees and surcharges. Service charges, taxes, fees and surcharges vary by Service location and underlying carrier.
6. **BILL DUE DATE** - The Bill Due Date for each subsequent month of service will be five (5) days prior to the Service End Date of the current Service Period.
7. **PAYMENT FOR PREPAID SERVICE** - GCIOA will invoice the Customer for Service renewal approximately 18 days before Service End Date. Payment **MUST** be made in full by the Bill Due Date – **REGARDLESS OF WHETHER YOU RECEIVE A BILL**. If the invoice is not paid by the Bill Due Date, the Customer agrees to pay a ten dollar (\$10.00) late fee or the maximum amount allowable by law. If the total invoice amount is not paid ten (10) days after the Bill Due Date, Service will be disconnected. To reconnect service, the Customer agrees to pay a reconnection fee, late fee and the invoice amount to restore Service.
8. **GCIOA LIFELINE PROGRAM** - The GCIOA Lifeline Program is designed to provide subsidized phone service to qualified low income consumers and is funded, in part, by the Universal Service Fund Lifeline program, administered by the Universal Service Administration Company. To qualify for enrollment in the GCIOA Program, a person must meet certain eligibility requirements. These requirements are based on a person's participation in a federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the U.S. Government. This discount is received each month the customer maintains service and eligibility within the GCIOA Lifeline Program.

Federal law limits the availability of the GCIOA Program to one (1) enrollment per “household”. A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Applicants for the GCIOA Lifeline Program must complete an application form and provide supporting documentation that they meet the eligibility requirements certifying under penalty of perjury, that:

- a. **You meet the income-based or program based criteria for receiving Lifeline. See Section 9.**
- b. **Proof of eligibility is required and only eligible customers may enroll. Proof may consist of eligible program card or statement of benefits. Where and when required, you may be required to provide additional documentation to verify your eligibility.**
- c. **You will notify GCIOA within thirty (30) days, if for any reason, you no longer satisfy the criteria for receiving Lifeline. If you move to a new address, you will notify us within 30 days and provide us with the new address.**

You further certify and acknowledge understanding that:

- d. **Lifeline is a Federal Program, Lifeline is a government assistance program.**
- e. **Lifeline is a non-transferrable benefit and you may not transfer your benefit to any other person, at any time, including another eligible consumer.**
- f. **Only one Lifeline service is available per household. A Household is defined as any individual or group of individuals who are living together at the same address as one economic unit, where an economic unit consists of all adult individuals contributing to and sharing in the income and expenses of a household. A violation of the one-per-household limitation constitutes a violation of the Federal Communication Commission’s rules and will result in your de-enrollment from the program and could result in criminal prosecution by the United States Government. Your household is not permitted to receive multiple Lifeline benefits whether they be from one or multiple companies. This includes wireline and wireless services.**
- g. **You must activate your service.**
- h. **You will provide true and correct information at all times and to the best of your knowledge. You recognize that willingly and knowingly making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.**
- i. **You will be required to recertify your continued eligibility for Lifeline at any time and a failure to recertify will result in de-enrollment and the termination of your Lifeline benefit.**
- j. **Any violation of any requirement or regulation of the Lifeline program is considered a violation of Company policies, and/or Federal Lifeline regulations and may result in your de-enrollment, termination of your Lifeline benefit and is punishable by law.**
- k. **You acknowledge and consent to GCIOA providing and releasing your name, telephone number and address to the Universal Service Administration Company (USAC, the administrators of the Lifeline Program) and/or its agents, for the purpose of verifying that you do not receive more than one Lifeline benefit as well as for the general administration of the program.**

Upon enrollment in the GCIOA Lifeline Program, you will be qualified to participate while you remain and maintain your eligibility in the Lifeline Program. You must verify on an annual basis (whereas such annual period is based upon GCIOA's recertification procedure and is consistent with current FCC rules) that you remain qualified for continued enrollment in the GCIOA Lifeline Program as required by USAC and / or your State Public Service Commission, Public Utility Commission or other agency administering

the GCIOA Lifeline Program in your State. If GCIOA determines during its Recertification process, or at any other time, that a customer fails to continue to qualify for the GCIOA Lifeline Program, such customer will be notified and will be immediately deemed ineligible to participate in the GCIOA Lifeline Program, will be de-enrolled from the GCIOA Lifeline Program and will no longer receive the free or subsidized phone service, unless the applicant can prove they are eligible. GCIOA Customers must notify GCIOA within thirty (30) days if they no longer qualify for the Lifeline benefit. A GCIOA Lifeline Program customer's enrollment may also be cancelled upon the request of a State and/or Federal authority.

GCIOA reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's GCIOA phone for fraud, misrepresentation or other misconduct as determined solely by GCIOA. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if GCIOA determines, in its sole discretion, that a GCIOA customer has violated these prohibitions, GCIOA will permanently de-enroll the customer from the GCIOA Lifeline Program, their phone service will be permanently deactivated and the customer's account information will be permanently gagged so that the customer may not re-enroll in the GCIOA Lifeline Program in the future. If you have any questions, concerns, comments or complaints regarding the GCIOA Lifeline Program or Real Home Phone Service, offerings or products, please call Real Home Phone Customer Care at 1-877-511-3009.

9. **LIFELINE ELIGIBILITY PROGRAMS** - Applicants may qualify to participate in a Lifeline program with GCIOA through participation in an FCC Federally recognized program or through low-income qualification. GCIOA does not currently participate in offering Tribal Lifeline programs. Applicants seeking eligibility under a State Program, must reside and apply for service and eligibility in that respective State. Eligibility programs and low income criteria may change from time- to-time. Applicants should confirm eligibility criteria by contacting GCIOA. Qualifying programs (effective Dec 2, 2016) for the Lifeline Program are:

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veteran's Pension or Survivor's Pension

Additional, you may qualify if your household income is at or below 135% of the Federal Poverty Level.

10. **NATIONAL LIFELINE ACCOUNTABILITY DATABASE (NLAD)** - Applicants who apply for lifeline benefits will be automatically submitted to the NLAD database upon enrollment in any state that requires the use of the NLAD database. Applicant's name, address, date of birth, last 4 digits of social security number will be submitted to NLAD during the application process. Applicants address will be confirmed as valid. Applicants personal identify will be checked. Applicants will be screened to see if they are already receiving a Lifeline benefit through another provider.
11. **INSIDE WIRE MAINTENANCE PLAN** - The Inside Wire Maintenance Plan ("Plan") is an optional service that is not required for the customer to continue with the Service. The Plan becomes effective thirty (30) days after the customer enrolls and pays for the plan and the customer is responsible for paying any maintenance fees that are incurred within thirty (30) days of enrollment and payment for the Plan. Complete Plan Terms and Conditions are available at www.connectwithglobal.com.
12. **LONG DISTANCE** - The customer may elect to purchase prepaid long distance credits ("LD Credits") from GCIOA and/or Service which includes LD Credits. In either case, LD Credits are non-refundable and may not be accessed on or after the customer's Service End Date. The customer must dial a local access code to reach the long distance network. Customers who dial a toll-free access code may be charged additional LD Credits to complete their call. The customer may only access their LD Credits from their home Service address when their account is not in a past due condition. GCIOA at its sole discretion may elect to apply LD Credits to a past due Service balance. Complete LD Credits Terms and Conditions are available at www.connectwithglobal.com.
13. **REFUNDS** - GCIOA will issue a refund if GCIOA is not able to provide Service to the Customer. If

Service is not working due to an inside wiring problem or repair issue, the activation fee, processing fee, and monthly Service fee including applicable taxes and fees plus any optional feature charges for Service is non-refundable. Refunds will not be issued for early termination of Service.

14. **INDEMNIFICATION AND COST OF COLLECTION** - The Customer agrees to indemnify, defend, save and hold GCIOA harmless and free from any and all claims, liability and expenses arising from the provision of telephone service under this Agreement, including but not limited to the cost of defense and attorney's fee and the expense of litigation. The Customer also agrees to pay any attorney's fees and court costs reasonably incurred by GCIOA to collect amounts due from the Customer.
15. **LIMITATION OF LIABILITY: BINDING ARBITRATION** - please read this section carefully as it affects rights that you may otherwise have. it provides for resolution of all disputes and claims (including ones that already are the subject of litigation), except for claims concerning the unauthorized resale, export, alteration, and/or tampering of your GCIOA phone, its software, the service and/or pin numbers, through arbitration instead of suing in court in the event the parties are unable to resolve a dispute or claim. Arbitration is binding and subject to only a very limited review by a court. This arbitration clause shall survive termination of GCIOA agreement with you. This provision is intended to encompass all disputes or claims arising out of your relationship with GCIOA, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude GCIOA from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your GCIOA phone, its software, the Service and/or PIN numbers, in state or federal court. References to you and GCIOA include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to GCIOA by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. The AAA Rules are available by calling the AAA at 1-800-778-7879. You and GCIOA agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and GCIOA agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and GCIOA in accordance with the Wireless Industry Arbitration (WIA) Rules, except that GCIOA will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless GCIOA and You agree otherwise, the location of any arbitration shall be Atlanta, GA. Except where prohibited by law, GCIOA and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor GCIOA shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

This Agreement shall be construed under the laws of Georgia, without regard to its choice of law

rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

16. Unresolved questions or complaint - If you have any complaints or concerns, FIRST contact us by calling 1-800-544-4441. We will take every measure to resolve your concern as quickly and as efficiently as possible. If after contacting us, your problem is not resolved, you can contact:

16.1. Colorado:

External Affairs Section, Consumer Affairs
Colorado Public Utilities Commission
1560 Broadway, Suite 250
Colorado 80202
Phone 303-894-2070 or 800-456-0858 Fax 303-894-2532
E-mail: dora_puc_complaints@state.co.us

16.2. Georgia:

Unresolved complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501 or 1-800-292-5813

16.3. Massachusetts:

Department of Telecommunications and Cable Consumer Division
1000 Washington Street, Suite 820
Boston, MA 02118-6500
617-988-8288 (Fax)
Toll free 1-800-392-6066 or local: 617-305-3531
consumer.complaints@state.ma.us

16.4. Kansas:

Kansas Corporation Commission, Office of Public Affairs and Consumer Protection
1500 SW Arrowhead Road
Topeka, KS 66604
Toll-free 800-662-0027 or in Topeka 785-271- 3140. Hearing or speech impaired TDD
Kansas Relay Center 800-766-3777.