



Privacy Policy and Terms of Service

Thank you for choosing TC Telephone. By accessing this website or using communications services (including associated equipment) provided by TC Telephone ("Services"), you are agreeing to the Privacy Policy and Terms of Use set forth below. Please read them carefully.

The Privacy Policy and Terms of Use apply only to interactions with TC Telephone. While on our website, it may be possible for you to link to the website of a third party. Please note that if you choose to link to a third-party website, such websites may have policies that differ from those laid out by TC Telephone. Please note that TC Telephone is not responsible for the content, terms of service, or privacy policies of such third parties and that those websites may collect personal information.

Use of our Services other than the website may be subject to additional terms or requirements (including age requirements). Additional terms will be identified for the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

TC Telephone Privacy Policy

TC Telephone is committed to protecting your privacy. The following information is provided to help you better understand the type of information TC Telephone collects from its website.

The words "TC", "TC Telephone", "TC Telephone, LLC", "we", and "us", refer to TC Telephone, LLC a certified provider of telecommunications Services. You, your, subscriber, and end user refer to the individual who is the customer of record for Services provided.

Personal Information refers to data that directly identifies or reasonably can be used to figure out the identity of a customer or user, such as your name, address, phone number, e-mail address, or social security number. Personal Information does not include published telephone listing information.

Please be aware of the policies of all websites you may be linked to, or redirected to, from the TC Telephone website.

Collection and Use

TC Telephone may collect and use customer-specific personal information itself, or provide it to affiliates, for purposes related to providing service, security, billing purposes, or to comply with legal processes. California Civil Code Section 1798.83 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for their direct marketing purposes. At no time will TC Telephone sell or otherwise make available customers' personal information to other unaffiliated entities who want to market products to you. TC Telephone will retain your customer-specific information for as long as needed for business, tax or legal purposes.

Advertisements

There may be advertisements that appear on the TC Telephone websites that will take you to a different website. These websites may ask for your personal information. TC Telephone has no control over our advertisers' Privacy Policies, so please make yourself aware of any website's Privacy Policies prior to providing your personal information.

E-Mail Communications

TC Telephone will not disclose e-mail communications that are transmitted using TC Telephone Services to third parties, except as required in order to provide Services or as required to be disclosed by law, regulation or other legal process.

Password Protection

In order to activate and access your account, you will be required to provide a password. You are responsible for remembering and maintaining the confidentiality of your password and are responsible for any activity conducted using your password.

Account Information

TC Telephone wants to ensure that all account information is accurately reflected and will correct any incorrect information at the customer's request. Customers may contact TC Telephone to correct and verify account information.

Surveys

From time to time we may conduct surveys of our customers and/or users of our website. Surveys are completely voluntary to our website visitors. The survey may require you to provide identifiable information in exchange for the information or Services provided by the survey. We may use this information in a way that does not reveal the identity of any individual person.

Address: 2205 Hilltop Drive #262, Redding, CA 96002

Phone: (877) 669-8282 **Fax:** (530) 287-5900 **Email:** CustomerSupport@tctelephone.net

Location Based Information

If you choose to use one of your extensions with TC Telephone services, by utilizing a wireless handset, when your device is on it may send signals to the nearest network site. As a result, we may use or disclose your device location as necessary to provide location information to 911 or emergency responders, as allowed by law.

Cookies

When you visit our website, we may store information on your computer that allows us to identify you. This process is commonly referred to as "cookie" technology. Cookies are small files placed on your hard drive. A website can send its own cookie to your browser, if your browser preferences allow it. Cookies assist us in providing customized services and can also help us provide information that is targeted to your interests. TC Telephone uses cookies to remember you when you log in to our website so that we can provide you with customized content, such as your balance and other helpful services. You may disable cookies in your browser's security settings but disabling cookies may prevent you from accessing private areas of our website through that browser.

Children

TC Telephone will never knowingly collect information from anyone under the age of 18 without prior verifiable parental consent and may limit participation in certain services we provide to individuals over the age of 18.

Ordering online products and Services from TC Telephone is limited to adults over the age of 18. However, devices and Services purchased for family use may be used by minors without the knowledge of TC Telephone. Any information collected from the usage will appear to be the personal information of the actual adult subscriber and be treated as such under this Privacy Policy.

Improper Conduct or Misuse of Network

TC Telephone may use customers' personal information to prevent, investigate or disable activity that appears to be unlawful or threatens the network, interferes with other customers' use of the network, or otherwise violates the customer agreement for that Service.

Security

TC Telephone has taken reasonable steps to safeguard the privacy of your customer specific information from unauthorized access or improper use and will continue to enhance its security measures as technology becomes available. Unfortunately, there is no such thing as foolproof security on the Internet, and therefore, TC Telephone makes no guarantees regarding the sufficiency of its security measures.

What Law Applies?

Customer specific information that is submitted to, or collected by our website will be processed, stored, disclosed and disposed of in accordance with applicable U.S. law. By providing us with your information or otherwise using this website, you acknowledge that you have read this Privacy Policy, understand it, agree to its terms and consent to the transfer of such information outside your resident jurisdiction.

Policy Changes

TC Telephone reserves the right to change its Privacy Policy from time to time based on our customers' needs or to accurately reflect our legal obligations. Access and use of the TC Telephone website constitute your acknowledgment and acceptance of such amended policy. This Privacy Policy does not create any legal right for you or any third parties.

Opt-Out

TC Telephone's Privacy Policy is legally binding and visitors to the website and subscribers of Services do not have an option to "opt-out" of this policy. Website visitors and Service subscribers are under no obligation to continue using Services, however, and may call 1-877-669-8282 to learn how to discontinue using Services to which they have subscribed.

Questions

For questions regarding your TC Telephone service, call 1-877-669-8282.

TC Telephone Terms and Conditions of Service

TC Telephone is certified by the State of California to provide telecommunications services, including Lifeline Assistance Service, subject to federal and state eligibility requirements. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company ("USAC"), and in the state of California, by the California Public Utilities Commission ("CPUC"). Lifeline and other Services may be provided pursuant to a tariff filed with the Federal Communications Commission ("FCC") or CPUC.

Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using a TC Telephone device and are a legally binding agreement between you and TC Telephone. These Terms and Conditions of Service contain important information about your consumer rights. TC Telephone reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the TC Telephone website at www.tctelephone.com unless otherwise required by law.

Lifeline Support is a monthly subsidy that reduces the cost of monthly telephone service. An eligible TC Telephone customer may receive a Lifeline discount on only one account (i.e., the billing a telephone number). Further, even if there are two different telephone numbers associated with a household, Lifeline regulations allow only one Lifeline subsidy per household. A household is defined as a group of people who live together and share money (even if they are not related to each other). Lifeline support may vary between states but will at least equal the amount TC Telephone receives in Federal Universal Service Support.

Eligibility for the TC Telephone Lifeline service program is based on meeting certain eligibility requirements. Subscribers may qualify for a TC Telephone Lifeline program if they participate in one of the Federal Supported programs listed below or qualify based on household income eligibility standards as defined below. Some states may offer a state Lifeline discount based only state eligibility requirements. When completing the TC Telephone application, subscriber acknowledges and consents to the use of customer's name, telephone number, address, and any other personally identifiable information required by law or program Rules to be given to USAC and/or its agents for the purpose of verifying that subscriber's eligibility, including verification that the subscriber does not receive more than one Lifeline benefit. Refusal to grant this permission will mean the consumer is not eligible for Lifeline service.

Subscriber grants authorization to TC Telephone to access any records required to verify subscriber's statements herein and to confirm continued eligibility for Lifeline assistance. This consent survives any termination of this agreement.

Program Qualifiers

You can qualify for California Lifeline if you or another person in your household is enrolled in any one of these qualifying public assistance programs.

- Supplemental Nutrition Assistance Program (formerly known as Food Stamps, program name may vary by state)
- Medicaid/Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Federal Veterans' Pension and Survivors Pension Benefit Program
- Program Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- An income level not greater than 135% of the Federal Poverty Level (information on the Federal Poverty Level is available at <https://www.lifelinesupport.org/ls/do-i-qualify/federal-poverty-guidelines.aspx>)
- National School Lunch Program (NSLP)
- Women, Infants and Children Program (WIC)
- Temporary Assistance for Needy Families (TANF)
 - California Work Opportunity and Responsibility for Kids (CalWORKS)
 - Stanislaus County Work Opportunity and Responsibility for Kids (StanWORKs)
 - Welfare-to-Work (WTW)
 - Greater Avenues for Independence (GAIN)
- Subscribers on Federally Recognized Tribal Lands qualify if they participate in the following Tribal programs:
 - Tribally Administered Temporary Assistance to Needy Families (TANF)
 - Tribal Head Start
 - Food Distribution Program on Indian Reservations (FDPIR)
 - Bureau of Indian Affairs General Assistance

TC Telephone Lifeline Programs Restrictions

Subscribers applying for service in TC Telephone Lifeline program agrees to provide complete and truthful information needed to verify eligibility for the Lifeline program, and declares under penalty of perjury that all of the following statements are true and correct to the best of the subscriber's knowledge and belief:

- TC Telephone Lifeline program is limited to one connection per household.
- Subscriber applying for service may be required to provide a Social Security Number and/or date of birth to verify identity and/or eligibility for Lifeline service. (Social Security information will be protected in accordance with applicable laws).
- Subscriber applying for service certifies that subscriber does not participate in any other Lifeline program.
- Subscriber agrees to immediately notify TC Telephone of any address change.

- Subscriber affirms their household will receive only one Lifeline service per economic household unit.
- Subscriber affirms they meet the head of household requirement.
- Subscriber affirms they are at least 18 years old.
- Subscriber affirms they are not claimed as a dependent on another person's tax returns.
- Subscriber affirms they will immediately notify TC Telephone if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts.
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by TC Telephone. Subscriber also authorizes any state or federal assistance program representatives to verify subscriber's eligibility for Lifeline programs.
- Subscribers applying for Lifeline program authorize TC Telephone or its duly appointed representatives to have access to records relating to the applicant to verify eligibility for the TC Telephone Lifeline program.

Annual Recertification, Verification, or Termination of Lifeline Programs

Subscribers participating in the TC Telephone Lifeline program will be required to recertify on an annual basis. Customers must prequalify to continue to participate in Lifeline programs based on the federal or state recertification or verification requirements. TC Telephone reserves the right to determine, at its sole discretion, whether a subscriber meets the annual recertification or verification requirements. If TC Telephone is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in the Lifeline programs. The subscriber's discounted Service plan will be discontinued. Customers will have the option to continue service with TC Telephone by choosing a non-Lifeline retail plan. The subscriber will be eligible to choose from any available retail plan offering.

TC Telephone reserves the right to cancel or suspend, without notice, a subscriber's account if it has a reasonable belief that the subscriber is using Services for any fraudulent or other illegal purpose or upon the direction of any state or federal authority. TC Telephone subscribers have the ability and right to terminate from the Lifeline program for any reason, or for no reason.

Subscribers who choose to terminate from the Lifeline program may contact TC Telephone via one of the options listed below with their request. Upon termination from the program, subscribers will no longer receive discounted Service and will be required to re-qualify for Lifeline if they choose to enroll in another TC Telephone Lifeline program.

Please send termination requests to TC Telephone by one of the means listed below. Please include name, TC provided phone number, and identity-related information.

TC Telephone, LLC
 Attn: Customer Service
 2205 Hilltop Drive #262
 Redding, CA 96002

Call Customer Service: 1-877-669-8282

Maintaining an Active Account

TC Telephone will follow Federal Truth in Billing Rules for each Supported Service as defined in 47C.F.R. § 54.101. TC Telephone subscriber accounts must be in good standing to continue service. Based on Federal and or State rules and guidelines, TC Telephone will set "good standing" guidelines. Good Standing guidelines require subscribers enrolled in the Lifeline Program receiving Lifeline service to make or receive at least one (1) voice grade call, within each continuous 30-day period to continue service. Additional usage definition will be consistent as defined in the FCC's Lifeline order set forth at 47 C.F. R§ 54.405(e)(3). Good Standing guidelines require subscriber account balances to be maintained within TC Telephone Collection Policy to continue service. Details or questions regarding the use of service or TC Telephone Collection Policy please call 1-877-669-8282.

TC Telephone Services

TC Telephone service is provided at the company's discretion. TC Telephone may change the company's Terms and Conditions of Service, from time to time. TC Telephone may notify subscribers of changes to its rates or other terms of service on its website, consistent with any tariff revision, or state or federal requirement. If the subscriber does not terminate service within 30 days of receiving notice, the subscriber is deemed as in agreement and accepts any such changes unless expressly prohibited by law, TC Telephone reserves the right to modify or cancel a subscriber's service, 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. Check the TC Telephone website, www.tctelephone.com for the most recent pricing and changes to the Terms and Conditions of Service. A subscriber's right to use TC service is subject to TC's business practices, policies, procedures, rates and Terms and Conditions of Service.

TC Telephone Lifeline Services

TC Telephone Lifeline Service is only available to customers who reside in the areas in which TC Telephone has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized service, a subscriber's principal residence address must

be within a TC Telephone ETC Service Area. Visit www.tctelephone.com to check whether you reside in an approved TC Telephone service area. To be eligible for TC Telephone service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by TC Telephone. Where applicable, TC Telephone Lifeline programs are provided to you by TC Telephone and may be governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state when required. TC Telephone maintains a copy of its currently effective tariff at its principal office at 2205 Hilltop Drive #262, Redding, CA 96002, and it may also provide access to tariffs through its website. However, please be aware information posted on the website may not be final documentation and should be verified by contacting TC Telephone or the California Public Utilities Commission Communications Division.

TC Telephone Service Rates - Features, Coverage, and Activation Fees

Voice Usage: Charges apply to standard voice usage for both local and domestic long-distance calls. TC Telephone voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Usage charges are applied to message retrieval calls. Unanswered outbound calls will be billed if the ring time exceeds 30 seconds. Ring time is defined as the amount of time between the time when a call is initiated and when it is answered (or terminated before being answered). Credits will not be given for dropped calls.

International Dialing: From time to time, TC Telephone LLC may make available international destinations under specific terms and conditions, subject to regulatory compliance and TC Telephone policies. If unauthorized international calls are attempted and/or completed, your account may be blocked from making any additional International calls for the remainder of the billing cycle except for 911 calls. Subscribers are encouraged to contact TC Telephone at 1-877-669-8282 to determine what international services may be available at any given time.

Service Plans

IMPORTANT CUSTOMER NOTICE:

Smart Saver Lifeline Enhanced Measured Rate Service. Each month the customer will receive unlimited* voice grade calls, Caller I.D., Call Waiting, Voicemail, and international long distance to selected locations and/or dial codes. Caller ID may display both your billing name and your telephone number when placing outbound calls. TC Telephone does not have the ability to block your name and number when making outbound calls.

*Unlimited usage rules apply. Please see our Prohibited Network Use Policy for detail.

Activation Fee: TC Telephone from time to time may charge a Service activation fee. Service activation fees may vary by state. In most states the activation fee will range from \$15 to \$80. If applicable, a company activation credit may apply. Activation fees may be deferred based on product offerings. In some states the activation fees may be waived. Subscribers are solely responsible for the entire activation fee if discounts, waivers or deferred program offerings are not available or applied. TC Telephone reserves the right to change the activation fees charged to new subscribers.

TC Telephone Prohibited Network Uses Policy

You may not use TC Telephone' services or equipment for any unlawful, fraudulent, harassing, or abusive purpose. By requesting TC Telephone services, you agree that you will not use services or equipment for any unlawful, fraudulent, harassing, or abusive purpose. TC Telephone reserves the right, without notice or limitation, to limit, deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited uses detailed below, or if TC Telephone determines, on a case-by-case basis, that action is necessary to protect its telephone network, business, equipment, or services from harm or degradation resulting from such prohibited uses.

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

The TC Telephone Prohibited Network Use Policy applies to all TC Telephone plans, including unlimited plans. Unlimited use does not mean unreasonable or impermissible use (as set forth in these terms and conditions). Analysis of customer usage may be performed by TC Telephone from time to time. If TC Telephone finds that you are using an unlimited voice Service for any of the prohibited or unreasonable uses in this section, TC Telephone may at its discretion, terminate your service or change your plan to one with no unlimited usage components. TC Telephone will provide notice that it intends to take any of the above actions and will give you an opportunity to terminate the Agreement.

Agreement to Terms of Service:

By initiating service and placing calls and or using any other service on the TC Telephone' network, you agree to these Terms and Conditions of Service, including amendments that are in force at the time you initiate your Service or place or receive telephone calls.

Deployed Military Personnel: Exceptions to this policy may apply for deployed military personnel in good standing that provide their deployment papers. Contact TC Telephone customer support for more details.

Limitations: This policy is subject to TC Telephone' Terms and Conditions of Service and may change without notice. We may request proof of purchase or additional information in our discretion and certain other exceptions may apply. The Terms of Service and Privacy Policy, if ever inconsistent with federal or state regulations, is hereby modified to comply with the regulations promulgated by Agencies with competent jurisdiction.

TC Telephone Taxes and Surcharges

TC Telephone charges state and local sales taxes. Pricing listed on the TC Telephone website or listed in advertising methods may not include certain taxes or surcharges.

Subscribers are responsible for all charges applicable to the use of TC Telephone Service regardless if 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. TC Telephone may charge and collect sales taxes and regulatory fees on all Top Up offerings in each state. Third party authorized retailers who sell TC Telephone Top Up offerings may become responsible for the collecting and paying of sales taxes and required regulatory fees for transactions that occur through such third-party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authorities and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") and various State funds, if applicable, will apply. Taxes and fees are subject to change without notice.

TC Telephone Directory Assistance, Additional Charges and Services

Directory assistance calls are not allowed. TC Telephone reserves the right to assess a rate per call in the future. Notice of such will be added to these Terms of Service and will be posted to our website.

Calls to 900 / 976 or other pay-per-call service numbers are not available to TC Telephone subscribers. TC Telephone will block any calls to 1-900, 1-976, some international destinations and/or dial codes, or other pay-per-call services. However, if any charges are received by TC Telephone from the underlining carrier for these types of calls, these charges will be passed through to the subscriber 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 charges. TC Telephone allows subscribers to make or receive domestic long-distance calls within the United States as coverage is available. TC Telephone does not allow free calls to other subscribers using TC Telephone service. When dialing 800, 888, and other toll-free numbers, and 900 numbers this may result in disclosure of your telephone number to the called party.

If a subscriber's account is deactivated for any reason other than TC administrative error, TC Telephone may assess subscribers a standard reactivation fee, which is not refundable.

Please call TC Telephone Customer Service at: 1-877-669-8282 for answers to any questions about TC Telephone services, or visit our website, www.TCTelephone.com. Calls to TC Telephone may be monitored and recorded for quality assurance.

TC Telephone Subscriber Account History

Subscriber call record detail history is available online for the previous 60 days of service. You may request a printed copy of your account history by sending a written request along with a copy of a valid state issued ID and one additional proof of residency, to the below address. You may also contact TC Telephone at 1-877-669-8282. TC Telephone subscribers can request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or electronic mail "email".

Send requests to:

TC Telephone
2205 Hilltop Drive, #262
Redding, CA 96002

Or email your request to: CustomerSupport@TCTelephone.net

TC Telephone Refunds, Returns, Defective or Faulty Equipment & Lost or Stolen Equipment Policy

Refunds

TC Telephone is not responsible for, nor will we refund charges for any lost, stolen, misused, or damaged phones or TC Telephone Top Up purchases. TC Telephone does not accept returns or provide refunds of any TC Telephone Top Up purchases unless it is determined TC Telephone did not perform the duty of Service. All purchases of TC Telephone Top Ups are final and non-refundable regardless of who uses or possesses the subscriber's phone after the Top Up is purchased, and regardless of whether the phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

Returns

All telephone equipment and devices provided to qualifying subscribers are, and remain, property of TC Telephone LLC. Undamaged telephone equipment purchased directly from or received from TC Telephone may be returned for a full refund back to the original form of payment used for purchase within 30 days of receipt. Subscribers must return the complete telephone equipment shipment as received at the time of activation. For instructions, please contact TC Telephone at: 1-877-669-8282. All equipment

provided to Lifeline subscribers is selected at the sole discretion of TC Telephone; equipment models may vary. TC Telephone reserves the right to replace telephone equipment with alternatives from different manufacturers at its sole discretion. All new "in a box" telephone equipment purchased directly from TC Telephone include a 30-day warranty from TC Telephone. Refurbished telephone equipment purchased directly from TC Telephone includes a 30-day warranty.

Cancellation

Upon cancellation of services, TC Telephone subscribers must return all telephone equipment and devices along with all accompanying materials originally supplied by TC Telephone (including but not limited to: power adaptors, charging cables, batteries and SIM cards). If the return is not received, and in full, within 30 days, TC Telephone will issue one or both of the following charges: Home Phone equipment charge: \$75.00 plus shipping & handling. Extension charge (if the subscriber chose to utilize this extension with a wireless handset): \$50.00 plus shipping and handling. If payment is not received in full within 30 days of the above charge(s) issued, this could result in collections action being taken.

Defective or Faulty Equipment

Telephone equipment or devices supplied by TC Telephone that are suspected to be defective or faulty must be reported as such by the subscriber in a timely manner. TC Telephone will attempt to resolve the issue through remote troubleshooting with the subscriber. If the attempts to resolve the issue remotely are not successful, and if TC Telephone determines that a return is warranted, the telephone equipment or device(s) must be returned to TC Telephone for inspection and testing. If it is determined by TC Telephone that the returned equipment is defective or faulty, then a replacement will be issued. In such cases, TC Telephone will seek to provide a like-for-like replacement wherever possible. If the exact make and model device is not available, TC Telephone will select and supply an appropriate alternative

Lost or Stolen Equipment

If a TC Telephone subscriber loses the telephone equipment supplied by TC Telephone or has their telephone equipment stolen, the subscriber will be responsible for all usage charges incurred until TC Telephone is notified of the lost or stolen telephone equipment. To report lost or stolen telephone equipment, please contact TC Telephone at: 1-877-669-8282. Upon receiving notice of the lost or stolen equipment, TC Telephone will suspend the account immediately. If a subscriber does not either activate a new telephone or notify TC Telephone that a lost phone has been found their phone within 30 days of the suspension of the account, the account will be deactivated, and the subscriber will lose the TC Telephone phone number. Lost or Stolen equipment will be subject to one or both of the following replacement charges; Home Phone equipment replacement charge: \$75.00 plus shipping & handling. Extension replacement Charge (if the subscriber chose to utilize this extension with a wireless handset): \$50.00 plus shipping and handling. When issuing replacements, TC Telephone will seek to provide a like-for-like replacement wherever possible. If the exact make and model device is not available, TC Telephone will select and supply an appropriate alternative.

TC Telephone Phone Number

TC Telephone subscribers must accept the number that is assigned to them at the time of activation. The phone number TC Telephone provides for subscribers to use is and will remain the property of TC Telephone. TC Telephone may release a subscriber's phone number to another subscriber, without giving notice, if the subscriber cancels service with TC Telephone, or if the account expires and is deactivated, within regulatory constraints, if any. Subscribers may transfer a telephone number prior to phone number being reissued to another subscriber. TC Telephone reserves the right to change a telephone number at any time. TC Telephone will attempt to notify the subscriber prior to any change.

In some situations, a subscriber may transfer an existing carrier telephone number to TC Telephone service for use as a TC Telephone phone number. To switch an existing phone number to TC Telephone, please contact TC Telephone at: 1-877-669-8282. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another carrier to TC Telephone, you may have to pay a termination fee to the former carrier. TC Telephone will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of TC Telephone Customer Information

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

CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance, and other services that you have purchased and your calling details.

Intellectual Property

Use of TC Telephone Services or equipment does not convey any rights in the intellectual property of TC Telephone or any of its suppliers or licensors. Subscribers acknowledge and agree that all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated with TC Telephone Services or equipment are, and shall remain, the property of TC Telephone or its licensors, or suppliers.

Limitation of Liability

TC Telephone, LLC will not be liable to you (the subscriber), related or unrelated 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. TC Telephone, LLC 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. TC Telephone, LLC is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as usernames, passwords, contacts, or any additional content you may have stored on your device or TC provided equipment or which may remain on your phone during and/or after you no longer have service with TC Telephone, LLC. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. TC Telephone, LLC assumes no risk or responsibility for a subscriber's use of any content provided by TC Telephone services. There is no fiduciary duty that exists between you (subscriber) and TC Telephone, LLC or its affiliates. You (subscriber), also agree that TC Telephone, LLC will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from a telephone or stationary address book provided by TC Telephone, LLC.

Indemnification

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

Warranties

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

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.

Jurisdictional Issues, Export Control

TC Telephone's Services and equipment is intended for use within the United States of America, and it makes no representation that the Services or equipment is appropriate or available for use in other locations. Subscribers may not use or otherwise export or re-export TC Telephone Services or equipment except as authorized by United States law and the laws of the jurisdiction(s) in which the Services or equipment was obtained. Subscribers represent and warrant that they are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. Subscribers also agree that they will not use the Application for any purposes prohibited by United States law.

TC Telephone Terms and Conditions of Service,

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

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

Notices

You may send notices to TC Telephone by mail to TC Telephone, 2205 Hilltop Drive #262 Redding, CA 96002, email CustomerSupport@TCTelephone.net or by phone, 1-877-669-8282. Notices will be considered effective after received by TC Telephone. If a subscriber is unable to resolve concerns with TC Telephone, you may file a complaint with the Federal

Communications Commission or their state Public Utilities Commission. Any notice sent to a subscriber will be sent to the last known residence on file.

Handset Hearing Aid Compatibility

The telephone industry has developed ratings to assist hearing device users in finding compatible communications. Not all devices have been rated for compatibility with hearing aid devices, but if ratings exist, they will be displayed on their box together with other relevant approval markings. These ratings are not guaranteed. Results will vary depending on your hearing device and hearing loss. If your hearing device is vulnerable to interference you may not be able to use a rated device successfully.