

Please review these policies carefully as they are the terms and conditions that govern your services at GTA TeleGuam, herein referred to as "GTA".

- (1) You acknowledge that you are an adult, eighteen 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, understand, and agree to be bound by these terms and conditions.
- (3) GTA will provide the service(s) as indicated in the Customer Application to you for the period relevant to the service(s) ordered. If you cancel an 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 product(s) and/or service(s) ordered.

#### GENERAL TERMS & CONDITIONS:

1. **Acceptance of Agreement:** You, the Customer, acknowledge and accept this Agreement by: (a) activating or using the Service; (b) signing, or orally or electronically accepting the Agreement.
2. **New and Existing Accounts:** A new Customer is defined as an individual or business entity that has NOT had ACTIVE services with GTA for 90 days. All terminated account(s) must be in good standing with no balances due in order to be considered a new Customer. If a former Customer attempts to activate terminated services within 90 days, the account will NOT be considered a new Customer but rather a reactivation of an existing Customer and/or Service. Customers are identified by, but not limited to: Name, Business Name, DBA, Social Security Number, Federal Tax ID or EIN.
3. **Services.** You, the Customer, request services and agree to pay the monthly charges and any other recurring or non-recurring charges established by GTA. If you do not pay in a timely manner, upon appropriate notice, the service(s) will be disconnected.
4. **Credit Approval and Deposits.** Acceptance of this Agreement 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 or had 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. A credit card will be requested from you and will be kept in the System as non-recurring if you the Customer are not enrolled in AUTOPAY. If you do not have a credit card, then the minimum deposit is \$100 regardless of an approved credit score. Upon termination of service, or upon the first billing cycle after the twenty fourth month of service, whichever comes first, GTA has the right to apply the deposit against any outstanding service charges or any other amount owed to GTA. If you the Customer terminate 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 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 contract term.
5. **Rates for Service.** The rates for services provided will be billed to you monthly subject to change without notice. Taxes and surcharges will apply where applicable. Additionally, usage charges will apply as required for services such as directory assistance, roaming charges, 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.
6. **Bills and Payments/Late Charges.** You are responsible for payment of all charges for services furnished as indicated in the application form. This Agreement requires you to pay in full each month in timely manner all charges and fees associated with service, including but without limit to: monthly recurring service charges, airtime, roaming, long distance, toll charges, SMS messages whether read or unread, images, sounds files, data, features such as Internet access and voicemail, calling services such as directory assistance, calling card use, and Digital TV services such as Video on Demand. 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. You may be required to pay a security deposit as a requirement at the time of application. Charges for Service will be billed monthly and all amounts owed by you must be paid by the date indicated on the bill. You agree to pay a late payment charge on past due balances equivalent to 1.5% of the outstanding balance per month or the maximum rate permitted by law. In the event of a bill dispute for any telecommunication services provided, you the Customer must file the dispute with Customer Service within fifteen (15) days from the date of the disputed invoice. GTA will have 30 days 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. A fee of \$25.00 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.
7. **Termination by Customer.** Unless otherwise agreed, the minimum contract period is one month. You may terminate services by giving written notice received by GTA at least 30 days prior to the actual date of termination. Any usage charges incurred will be billed up to the date of actual termination.
8. **Minimum Contract Period.** GTA offers a variety of price plans, programs, and promotions ("PLANS") in which a longer minimum contract period is required. Unless otherwise indicated, if you the Customer opt into a 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) until terminated by either party. If you the Customer terminate the Service before expiration of the minimum term for any reason, you agree to pay an early termination fee of \$150 for each phone number per contract year. This termination fee may be deducted from your deposit or any amounts prepaid by you, charged to your credit or debit card or billed to your account. GTA may suspend, modify or terminate your service for any reason or no reason upon 30 days notice. GTA may have eligibility requirements, terms and conditions that are in addition to the Terms and Conditions described herein. If you the Customer opt into a new PLAN, you must fulfill the Terms and Conditions of the current plan unless expressly waived by GTA.
9. **Trial Period and Return Policy.** When you initiate new 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 an early termination fee, subject to the following conditions: (a) You must pay for all services received and other charges incurred prior to cancellation which includes but is not limited to, a non refundable, one time activation fee of \$25 per phone number. (b) The 14 calendar days or the "Trial Period" refers only to the Service and not to equipment. Equipment exchanges must be made within 72 hours of the activation date. If you purchased any equipment and/or accessories in connection with the new Service, and the purchase price of the equipment and/or accessories was less than the full retail price at the time of service activation, the equipment and/or accessories must be returned to GTA in "like new" condition within the Trial Period with proof of purchase, or you will be charged for the difference between the full retail price of the equipment and/or accessories and the price actually paid by you. "Like new" condition means the equipment and/or accessories appears unused without scratches or unnatural marks, in its original container, with all original contents. For MPULSE Wireless handsets, the unit must have no more than 60 minutes of call time as indicated by the call timer. A restocking fee of 10% of the retail price of the equipment will apply with or without a Service purchase. Out-of-Box Failure (OBF) - If equipment and/or accessories is returned and has been determined by an approved technician to be an OBF, the equipment and/or accessories shall in the discretion of GTA either be replaced, with the approval of authorized management, or repaired with loaner equipment provided to you. All OBF returns must be made within 3 days of original purchase. If the OBF return can be repaired by a GTA technician, no penalty shall be assessed to you. If you return the equipment and/or accessories and the damage is determined to be a result of misuse or abuse and can be repaired by a GTA technician, the going rate of repair shall be assessed. If you waive repair, the handset will be returned to you. All damaged equipment and/or accessories where repair has been declined, that do not comply with OBF requirements, or returned after the first 3 days from initial purchase shall be the sole responsibility of you.
10. **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 and MPULSE may also send notifications to you via email, voicemail or by text messages.
11. **Attorney's 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's fees and expenses of litigation.
12. **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 (a) any failure of Customer to pay any undisputed amounts as provided in this Agreement; (b) any breach by you of any material provision of this Agreement; or (c) any unlawful use of GTA's Services or use the Service in a manner that may interfere unreasonably with the services used by other Customer's 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 Service without liability in the case of any governmental prohibition or required alteration of the Services.
13. **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 causes 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.
14. **Disclaimer of Warranties.** GTA CANNOT GUARANTEE THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT CUSTOMER'S 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 SERVICE OR EQUIPMENT. GTA DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF, AND ANY PURPORTED EXPRESSION OF WARRANTY IS HEREBY DISCLAIMED. ANY STATEMENTS MADE BY GTA'S AGENTS OR IN PACKAGING, MANUALS OR OTHER DOCUMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND SHALL NOT BE CONSTRUED AS WARRANTIES BY GTA.

- 15. **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.
- 16. **Technology.** Telecom Technology rapidly evolves and advances. For the latest information on GTA's Network and Technology refer to [www.gta.net](http://www.gta.net)
- 17. **Assignment.** You may not assign this agreement or any interest in the Services without the prior written consent of GTA.
- 18. **Password Protection.** You are solely responsible for maintaining the confidentiality of any password or user name required to utilize the Service(s). 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.
- 19. **Use of Customer Identifiable Information.** GTA will collect and use Customer identifiable information for billing, credit references provisioning of service, to solve problems associated with service, and to inform Customer of new products or services that will better meet their needs. GTA may also use Customer identifiable information to market products and services to Customer, but will not disclose or make available any Customer identifiable information to any third parties seeking to market products. If you choose not to participate in direct marketing of new products and services from GTA, your information will not be used for the purpose of marketing new products. GTA will not trade, sell, or disclose to any third party any form of your identifiable information without the consent of you (except as required by subpoena, search warrant or other legal process or in the case where failure to disclose information will lead to imminent harm to or others). GTA may use your identifiable information to investigate and help prevent potentially unlawful activity or activities that threaten the integrity of service or network integrity, to protect itself against fraud, or to defend its rights in legal or administrative proceedings.
- 20. **Limitation of Liabilities and Services.** In no event shall GTA, its employees, officers, representatives, suppliers, and authorized agents be liable for any damages of any kind, including but not limited to; (1) loss of use, loss of services, loss of profits, or loss of data; (2) Any claim attributable to errors, omissions, or other inaccuracies in the sites or the content, materials, software, information, products or; (3) the delay or failure in performance or Services resulting from an act of force majeure, including without limitation, acts of God, natural disasters, typhoons, communications failure, Governmental actions, shortage of labor or materials, vandalism, terrorism, wars, strikes, or any reason beyond reasonable control.
- 21. This agreement shall be guided by GTA General Exchange Tariff #1 filed with the Guam Public Utilities Commission where applicable. Additionally, this agreement shall be guided by the National Exchange Carrier Association (NECA) Tariff #5 filed with the Federal Communications Commission where applicable.
- 22. Terms and Conditions are subject to change with 30 days advance notice to the Customer.
- 23.  **MPULSE – Additional Terms and Conditions Attached**
- 24.  **Spyder – Additional Terms and Conditions Attached**
- 25.  **GUdTV – Additional Terms and Conditions Attached**
- 26.  **Long Distance – Additional Terms and Conditions Attached**

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Customer Initials

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Date



## Additional Terms and Conditions

**1. Numbers:**

Except as provided by law, you have no proprietary or ownership rights to or interests in a specific telephone number assigned to your equipment or account. 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. An access number may not appear on more than one wireless telephone unit at a time. GTA may deactivate or suspend service to any number without prior notice if unlawful or fraudulent use of a number is suspected.

**2. Nights and Weekends:**

Nights are 7:00 p.m. to 6:59 a.m. Weekends are Friday 7:00 p.m. to Monday 6:59am.

**3. Mobile to Mobile:**

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

**4. Data Usage and Billing:**

**GPRS/EDGE** 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.

**5. GSM Phones/Devices and Other Carrier Networks/Phones:**

You may purchase a phone from someone other than GTA, provided that it must be 850/1900 MHz GSM/GPRS/EDGE 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.

**6. Lost or Stolen Phones:**

If your wireless telephone or other device is lost or stolen, you will remain liable for all charges in connection with usage of the 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.

**7. Wireless 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) 644-4GTA (4482) ext. 3. 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 is not limited to cancellation fees, monthly access fees, overages, long distance and all other expenses associated with your service. Some associated services such as SMS might be limited with Wireless Number Portability.

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**Customer Initials**

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**Date**



## Additional Terms and Conditions

1. The subscriber hereby requests and agrees to pay for the services in accordance with the service selected by the Subscriber. The Subscriber agrees to pay all charges for the selected service at the applicable service rates for the selected service plan in advance. All such charges include (but are not limited to) the monthly charges, other recurring or nonrecurring charges, gross receipts tax (GRT), applicable taxes, and any other charges or fees established by GTA Services LLC and for DSL access to the Internet (the service). If the subscriber does not pay in a timely manner, upon appropriate notice, the Service will be disconnected.
2. This service is for the Subscriber's use and may not be used for resale of any telecommunications service. This agreement may not be assigned or transferred by the Subscriber, and any such attempt shall make this agreement be null and void.
3. The Subscriber agrees not to use the Service in a manner prohibited by any Federal or Guam law or Regulation. The Subscriber further agrees to adhere to GTA Policies and Procedures as set forth in the General Exchange Tariff No. 1 and in NECA Tariff No. 5 related to DSL.
4. DSL services will be provided over existing GTA local exchange service lines. Rates and regulations for DSL Service are in addition to the rates and regulations for local exchange services. If Subscriber elects DSL Data Only Option, GTA will provide the DSL service over the physical local loop connection used for local exchange service to Subscriber's premise. Once terminated, reconnection of DSL service will be considered a new installation subject to the rates and regulations for DSL service and local exchange service where required.
5. The Subscriber either owns or leases the Premises and grants GTA a right of way by the shortest practical route over the Premises for any installation necessary to provide DSL service or represents that such grant has been obtained in writing from the Premises owner. The Subscriber agrees to execute such additional documents, including right of way agreements, as may be requested by GTA in order to maintain such access in the future.
6. All outside cable facilities installed pursuant to this Agreement on the Premises are and shall remain the property of GTA. The Subscriber will not and shall not permit others to move or tamper with the outside cable facility or use it contrary to this agreement. Any damage other than normal wear is the Subscriber's responsibility. If Service is terminated for any reason, at GTA's option and direction, the Subscriber shall make the Premises available for the removal of the cable facility.
7. The Subscriber will make the Premises available, by appointment, for inspection, audit, repair, replacement and/or removal of the cable facilities between 8:00am and 3:00pm, Monday through Friday. Continuous failure or refusal to permit access to the equipment constitutes grounds for termination of Service.
8. GTA does not guarantee that repairs on DSL circuits will be made within a specific time frame or after normal business hours, on weekends or on holidays.
9. All installation, removal and other work done by GTA on the Premises shall be done in a good and workmanlike manner, provided, however, that GTA shall not be liable for effects of normal workmanship, which may remain after the removal of GTA equipment. The Subscriber is responsible for providing and maintaining all required Customer Provided Equipment (CPE) and inside wiring needed to connect with GTA's DSL service. All GTA provided customer premise equipment is pre-configured for the service ordered. Technical support for the hardware configuration comes with the service; Subscriber modifications that make the hardware inaccessible remotely to GTA Spyder technicians will result in billable configuration/repair by GTA. GTA cannot guarantee Subscriber's hardware's compatibility with our services or our ability to support it. If a technician visit is required to reconfigure pre-owned or non-GTA provided hardware, an additional charge may be involved. If Subscriber requires the password to access their router, GTA provides no warranty on the hardware configuration and is no longer responsible for the repair or reconfiguration of the router.
10. This equipment and wiring must be compatible with GTA's DSL service and must comply with the technical standards specified in the NECA Tariff FCC No. 5.
11. The Subscriber may elect to have GTA install any inside wire required or may contract with another party to perform this service.
12. GTA Services does not represent, warrant or covenant that installation by the subscriber or a third party chosen by subscriber will enable the subscriber to successfully access, operate or use the DSL services, nor that such installation will not cause damage to subscriber's computer, data, software, files or peripherals. In addition, GTA Services 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 services by any subscriber 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 or any other agreement.
13. This agreement shall commence as of the date the Service Order is submitted and Subscriber is to **remain on the service for an initial minimum period of one (1) month in the case of Dial Up subscription OR twelve (12) months in the case of ADSL service (the "Initial Term")**, as determined when the subscriber applies for Dial Up or DSL service unless a different term is set forth on GTA's DSL Service Order. Billing will commence on the date Subscriber's DSL connection is activated.
14. If a subscriber moves and requests service to be installed at the new location before his/her contract expires, a relocation fee is assessed for the move of the DSL service. However, for a subscriber who has completed his/her term agreement and requests for DSL service at a new location on a new contract, the relocation fee shall not be assessed. The new initial service term will begin from the date of activation at the new location. If the Subscriber terminates the term agreement for any reason prior to the expiration of the Initial Term, the Subscriber shall be liable to pay an early termination charge. **(The only exception made for early termination charge is for Military customers who are deployed/have a change of station & show proof of relocation orders. They will, however, still be assessed & billed the full retail value of modem and/or wireless router).** The early termination fee (ETF) for one-year contract is \$250.00 (fee is inclusive of the retail value of the modem & Installation/Activation fee) and for a two-year contract, the early termination fee is \$350.00 (inclusive of retail value of modem & wireless router & Installation/Activation fee). **If contracts are cancelled early and the ETF is waived because of Customer's inability to connect or DSL service is unavailable or aging outside plant facility issue, Customer must return Modem/Router at the time of cancellation.** If the Subscriber fails to either extend or terminate this agreement, it will automatically be converted to a month-to-month contract at the full prevailing monthly retail rates.
15. GTA DSL service is nominally capable of speeds of up to 320 Kbps upstream (for sending) for 1.2 Mbps service and up to 512 Kbps upstream (towards the Internet) and up to 6.0 Mbps downstream for the higher speed services. However, DSL is distance sensitive and Subscriber must be located within a serviceable loop distance from a GTA serving wire center. DSL peak speeds are not guaranteed by the telephone company due to factors that may affect the actual speeds delivered including loop distance, condition of the facilities, limitations in the telecommunications service provider's network design, and limitations in any Customer Provided Equipment. Due to this, GTA provides DSL as a best effort service, and cannot guarantee upload or download speeds. If the actual speed available to Subscriber's premises is less than ordered for any reason, the Subscriber has **fourteen (14) business days** from the date of activation to either accept the lower speed or cancel the DSL order. If Subscriber does not notify GTA Services within the time period allotted, it will constitute an acceptance of the DSL service. If it has been determined that the Subscriber's location has exceeded the loop distance and DSL service is not available, this agreement shall be cancelled without termination penalties.

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Customer Initials

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Date



## Additional Terms and Conditions

16. GTA Return Policy for issued DSL related equipment and accessories. Subscriber must return the devices (Modem and/or Wireless Router) to GTA within **fourteen (14) Calendar days** from the original date of issuance OR purchase (if Subscriber bought devices as a replacement set). **Customer is also required to return Modem and/or Wireless Router if they cancel their term agreements early and the ETF is waived owing to inability to connect, service unavailable or outside plant facility problem.** All returned products (including device and related accessories) must be in its original packaging with ALL original contents undamaged and in good working condition. Undamaged means no scratches, nicks, broken parts, liquid damage, or other visible damage. Subscriber must present original proof of purchase (Receipt or Contract). Subscriber and Sales Rep must complete and sign the GTA Modem Return Form. Refurbished modems are "as new", which may have been used for testing or demonstration purposes, or may have been returned by customers who were outside our coverage area. The modems have been checked, tested, and re-packaged.

**Manufacturer Warranty on DSL Related Equipment**

Modems and Routers are warranted to the original purchaser for a period of one (1) Year from the original purchase date, to be free of defects in material and workmanship. GTA disclaims any liability for consequential damages. Warranty does NOT cover the following: item damaged by accident, in shipment, unreasonable use, misuse, neglect or other causes not arising out of defects in materials or workmanship. Warranty does not extend to any units, which have been used in violation of written instructions furnished. Return Authorization must be requested prior to return of merchandise, shipments without a Return Authorization will be refused by our retail outlets. In the event said merchandise is covered under warranty, a replacement unit of the same or similar product will be provided. Warranty Disclaimers: This warranty is in-lieu of all warranties expressed or implied and no representative or person is authorized to assume any other liability in connection with the sale of our products. There shall be no claims allowed for defects or failure of performance or product failure under any theory of tort, contract or commercial law, including, but not limited to negligence, gross negligence, and strict liability, breach of warranty and breach of contract.

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**Customer Initials**

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**Date**



## Additional Terms and Conditions

**1. Services:**

Digital TV Service(s) provided under this agreement is for residential use only and contingent upon you having telephone service with GTA. The Services may also include video-on-demand, interactive programming and other enhanced video services. Failure to maintain telephone service constitutes a breach of this agreement.

The Digital TV Services provided to you is for private home viewing only. You may not redistribute or publicly display any portion of the Services, or use the Services for any commercial purpose. Displaying these Services commercially is an unauthorized use that is prohibited by this agreement and by law. 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 service(s). Please note GTA has a zero tolerance policy for any infraction of the above items.

For those of our customers receiving Digital TV Services through commercial accounts, multiple-dwelling owners or other similar arrangements, some of the policies, procedures and services in this Agreement may not apply. Please refer to the terms and conditions of separate documents reflecting the terms and conditions of these separate arrangements.

You are responsible for the use of the Services by any person, including all video on demand and other enhanced video services ordered from any set top box providing access to 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.

GTA reserves the right to change any term or condition of service; add, change or remove any video and audio channel included in any program tier or package; or increase any future price for service upon 30 days notice. GTA will notify you of change by posting notice on the [www.gta.net](http://www.gta.net) website, or by sending you notice on your monthly bill.

**2. Access & Installation:**

In order to provide you with the Services, you agree to give GTA and/or our agent's 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.

GTA will not be liable for any holes in walls, ceiling, floors, or any other locations that are necessary to run wire for digital television service. GTA and/or our agents are not permitted to move furniture or appliances.

You understand and agree that GTA and/or our agents may remove any external DSL modem that you already have for the purposes of routing your existing DSL Internet service through the Residential Gateway(s).

You authorize us or our agents to make connections and perform other tasks that are necessary or requested to enable us to provide DIGITAL TV to you or others, including installing, connecting and making necessary attachments to your Inside Wiring.

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.

**3. Equipment:**

GTA will supply, install, maintain and repair all facilities and equipment necessary to provide the Services up to the point of connection with the facilities you own. All GTA equipment will remain the property of GTA and must be returned to GTA upon termination of this Agreement for any reason.

GTA is not responsible for the maintenance or repair of facilities or equipment you own, and does not guarantee that the Services will operate with all television sets, remote controls, home theatre components or other audio/visual equipment.

If any equipment you lease from GTA including but not limited to the set top box, modem or remote control are stolen, lost, or become damaged (except for normal wear-and-tear), then you will be responsible for the full cost of replacement.

If you cancel service or service is terminated by GTA, then you agree to return all GTA provided equipment to our office within fourteen (14) business days. The equipment shall be returned in the same condition that you received it, except for normal wear and tear. If after fourteen (14) days from cancellation or termination of service, the equipment has not been returned to GTA, you will be charged for the full cost of equipment.

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**Customer Initials**

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**Date**



## Long Distance

## Additional Terms and Conditions

**1. Allowance for Interruptions in Service:**

In the event Customer's Service is interrupted other than by the negligence or willful act of the Customer and remains out of order for 48 consecutive hours or longer after the Customer reports to the Company that the Service is out of order, the Company shall adjust the Customer's bill. The adjustment shall be equal to a pro-rata part of long distance charges for the first 48-hour period of Service during a single billing period and shall not exceed the amount of Service charges for that period. The refund may be credited on the Customer's next bill for Service and the Company shall have no further liability for Service interruptions.

**2. Description of Service:**

Unless otherwise noted, all Services are available seven (7) days per week, twenty-four (24) hours per day, 365 days per year.

Each usage sensitive Switched Service has its own specific increments. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

**GTA Residential Direct Dial**

a. The GTA Residential Direct Dial is an off island long distance Service available to Residential Customers. With GTA Direct Dial, calls are originated from other than a public or semipublic coin telephone. The desired telephone number is dialed, the call is completed without the assistance of a live or automated operator, and the call is not billed to a number other than the originating number. GTA Direct Dial is available to Residential Customers that presubscribed to the Company for long distance Service. If a Customer presubscribed to the Company for the provision of outbound long distance Service and does not select one of the Company's optional price plans, the Company will provision GTA Direct Dial Plan Service on the Customer's initial order for Service.

b. Charges are usage sensitive. Calls are billed in one (1) minute increments, with minimum call duration of one (1) minute. With GTA Direct Dial Plan, there is no minimum monthly billing. Calls billed under this Service offering will not qualify for promotional rates.

**Residential Long Distance Service: Unlimited One Residential Calling Plan (UNO)**

- a. This plan applies to Residential customers only.
- b. International long distance calls is not inclusive with the plan. Customers will be billed for additional international toll charges.
- c. No call detail will be provided for USA, Hawaii, or CNMI calls.
- d. Customers may cancel the Unlimited One: Residential Plan at any time; however, if plan is canceled during the billing cycle, termination will be effective the next billing cycle.
- e. Features assigned to the Unlimited One: Residential Plan package may not be replaced with another calling feature.
- f. Customers may choose not to activate all calling features; however the package price will remain the same.
- g. Taxes, fees, surcharges, universal service, and installation charges may apply.
- h. Installation charges may vary depending on the services you had prior to ordering. A one-time activation charge and charges for line installation, jack installation, jack rewire, or other connection charges may apply.
- i. Unlimited One: Residential Plan minutes are solely for the live dialog between two individuals. Unlimited minutes may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, or other connections which do not consist of uninterrupted live dialog between two individuals. Customers with usage inconsistent with normal residential voice applications will be required to select another GTA long distance plan that charges for all long distance calls, or to cancel service. GTA will provide notice that it intends to take any of the above actions, and you may terminate the agreement.
- j. If Long Distance abuse is detected, GTA reserves the right to terminate or suspend your service.

**Most Favored Nation Calling Plan**

- a. This plan applies to Residential customers only.
- b. MFN calling plan excludes taxes, surcharges, and other fees.
- c. Customers may cancel MFN calling plan at any time; however, if plan is canceled during the billing cycle, termination will be effective the next billing cycle.
- d. Rates may be higher for calls made to mobile phones.
- e. Customers must select GTA as their Primary Interexchange Carrier (PIC) to qualify for the MFN calling plan.
- f. Calling Plan applies only to direct dial long distance calls on customer's landline account.
- g. Monthly recurring fee will billed even if there is no calling activity.

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**Customer Initials**

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**Date**



## Long Distance

## Additional Terms and Conditions

**GTA Businesses Direct Dial**

- a. The GTA Business Direct Dial is an off island long distance Service available to Business Customers. With GTA Direct Dial, calls are originated from other than a public or semipublic coin telephone. The desired telephone number is dialed, the call is completed without the assistance of a live or automated operator, and the call is not billed to a number other than the originating number. GTA Direct Dial is available to Business Customers that presubscribed to the Company for long distance Service. If a Customer presubscribed to the Company for the provision of outbound long distance Service and does not select one of the Company's optional price plans, the Company will provision GTA Direct Dial Plan Service on the Customer's initial order for Service.
- b. Charges are usage sensitive. Calls are billed in 1/10th minute (6 second) increments, with minimum call duration of 3/10th of a minute (18 seconds). With GTA Direct Dial Plan, there is no minimum monthly billing. Calls billed under this Service offering will not qualify for promotional rates.

**Businesses Rewards Plan**

- a. The GTA Business Rewards Plan is an off island long distance Service available to Business Customers. With GTA Business Rewards, Customers pay a monthly recurring charge of \$9.95 per month and are charged \$0.05 per minute for long distance calls to the mainland United States, Alaska and Hawaii. International rates are the same as the international rates in GTA Business Direct Dial. With the GTA Business Rewards Plan, business customers received discounts on domestic and international long distance service based on term and volume commitments.
- b. All calls and the GTA Business Rewards Plan monthly recurring charge are subject to the term and volume discount. Customers must remit payment by invoice due date or any such discounts are forfeited.
- c. Customers subscribing to the GTA Business Rewards plan must demonstrate a bona fide competitive invoice in billed directly dialed long distance services for the most recent month to qualify at each discount level. Any customer may opt for a commitment level lower than current usage.
- d. Business plans contained herein are not available on residence exchange lines. The discounted rates are provided to Company customers only and shall not be used for any purpose for which a payment or other compensation shall be received by the customer from any other person, firm or corporation for such use.
- e. Person, collect, conference, third number billed toll station, or any other calls requiring operator handling (including operator handled calling card calls), are not included and will be billed at the regular message toll rates where applicable.
- f. These discounts are applicable to GTA Business Rewards Plan only and do not apply to any other Company-offered plans. Each individual call is rated on the basis of a six second increment with a minimum of 18 seconds per message.

**Business Global Calling Plan**

- a. This plan applies to Business customers only.
- b. The Business Global Calling Plan excludes taxes, surcharges, and other fees.
- c. Business Global requires a two year term commitment.
- d. Rates may be higher for calls made to mobile phones.
- e. Customers must select GTA as their Primary Interexchange Carrier (PIC) to qualify for the MFN calling plan.
- f. Calling Plan applies only to direct dial long distance calls on customer's landline account.
- g. The monthly recurring fee will be billed regardless if there is no usage.
- h. Discounts will be applied to account level and not individual business landlines.
- i. Long distance rates are subject to change at any time.

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**Customer Initials**

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**Date**