

Consumer Service Agreement

Hafa Adai and welcome to GTA!

This **Consumer Service Agreement** (this “**Agreement**”) sets out the General Terms and Conditions for Services and Products provided by GTA to you as a Customer and apply to all such Services and Products (the “Terms and Conditions”). More specific terms, conditions, and provisions for certain Services or Products are provided below and are fully incorporated herein.

For the purposes of this Agreement, the term "GTA" refers to Teleguam Holdings LLC or any GTA subsidiary or affiliate providing Services or Products. The terms "you" and "your" refer to the person or entity that has accepted this Consumer Service Agreement. The terms “Service” or “Services” include and incorporate wireless, broadband, data, digital television, and other Services ordered on the Customer Application and any additional Services you may order or obtain from GTA at any time that are not expressly governed by another agreement you sign with us. The term “Product” includes any device, equipment, material, or other good sold or provided to you by GTA, including any device under a Device Installment Plan. The term "Agreement" includes this Consumer Service Agreement and incorporates the Customer Application, Customer Checklist, the General Terms and Conditions, the GTA rules and policies applying to the use of the Services, and any GTA addenda that you may sign or accept at any time.

By utilizing any Service or Product:

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

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

1.0 General Terms and Conditions

- 1.1 Acceptance of Consumer Service Agreement and General Terms and Conditions.** By activating, using, or paying for any GTA Service or Product, you agree to be bound by the Consumer Service Agreement and these General Terms and Conditions and any agreement, terms, or conditions specific to the relevant Service(s) or Product(s). If you do not agree, please contact GTA immediately to cancel your order or Service(s) and return any Product(s). If you do not agree, GTA will be under no obligation to provide you with any Service(s). These Terms and Conditions apply to all Services and Products sold or provided by GTA. Additional terms and conditions provided below shall apply to the different lines of Services (wireless, wireless prepaid, internet, digital television) on your account.
- 1.2 New and Existing Customers.** A New Customer is defined as an individual or business entity that has NOT had ACTIVE Services with GTA for ninety (90) days and does not have any outstanding balances. If a customer does not meet the above criteria, then they will be defined as an Existing Customer. If a former Customer attempts to activate terminated services within ninety (90) days, the account will NOT be considered a New Customer, but rather a reactivation of an existing Customer or Services. Customers are identified by, among other identifiers: Name, Business Name, DBA, Mailing or Physical Address, Social Security Number, Federal Tax ID, or EIN.
- 1.3 Eligibility Requirements.** GTA may have eligibility requirements, terms, or conditions that are in addition to the Terms and Conditions described herein.

- 1.4 Authorized User(s).** You, as the primary account holder, can add up to two (2) Authorized Users to your account by completing and signing an Authorized User Form and submitting it to GTA confirming the appointed Authorized User(s). You and any Authorized User(s) on your account will have access to all account information and will have the ability to make changes to the account and add new Services. You or the Authorized User(s) may Purchase Products for use with our Service(s), including under a Device Installment Plan, and incur charges on your account. However, Authorized User(s) cannot enter into any new contract term agreement(s) on your account unless they provide written authorization from you on a per transaction basis. Authorized Users cannot add or terminate end users, lines, or subscribers on the account. You or the Authorized User(s) may request to switch to another Rate Plan, and if we verify and process the change, fees may apply. Authorized changes may require your agreement to a new minimum term or new terms and conditions. These changes will be binding on you. You agree to hold GTA, its employees, staff, and management harmless from any claim or legal action if account information is provided to your Authorized User. As the primary account holder, you are responsible for ensuring that any information you provide GTA in connection with your account and Service(s), including contact information and mailing address, is accurate and current. If you learn of any unauthorized use of your account, please contact GTA immediately. You agree that all users of your account are subject to the limitations and obligations of these Terms and Conditions. It is your duty to inform them of their limitations and obligations and to provide these Terms and Conditions to them.
- 1.5 Services.** By accepting and utilizing requested Service(s) from GTA, you agree to pay all charges for the Service(s) at the applicable service rates for the selected Service plan(s) by the due date indicated on your invoice. The rates for Services provided will be billed to you as outlined in the Customer Application and are subject to change without notice. Charges may include but are not limited to the monthly charges, local and federal taxes, tariffs, fees and surcharges, and any other recurring or nonrecurring charges established by GTA. If you do not pay in a timely manner, upon appropriate notice, the Services will be disconnected. GTA may suspend, modify, or terminate your Service(s) for any reason or no reason upon thirty (30) days' notice.
- 1.6 Misuse of Services, Network, or Devices.** You agree not to use any Service in a manner prohibited by any Federal or Guam law or regulation. You agree not to misuse any GTA Service, the GTA network, or any Device in a manner that may adversely impact, affect, or interfere with GTA's network, service levels, operations, reputation, or ability to provide quality Service to all subscribers as a whole. GTA reserves the right to protect its network from misuse, harm, compromised capacity, or degradation in performance that may impact network performance for all Customers. GTA MAY LIMIT, SUSPEND, OR TERMINATE YOUR SERVICES OR AGREEMENT WITHOUT NOTICE if you, any user of your subscribed Services, or any user on your account are found in violation of this Agreement. Misuse can be defined as (but not limited to): (1) using a Device or Service to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s); (2) by "spamming" or engaging in other abusive or unsolicited communications; (3) excessive data usage through server devices or host computer applications, including (but not limited to): web camera posts or broadcasts, automatic data feeds, automated machine to machine connections or peer to peer file sharing, lines for full time or dedicated data connections. Tampering, modifying, or reprogramming devices used to access Services is prohibited. Rebilling or reselling our Services without authorization is prohibited. GTA may, but is not required to monitor your compliance or the compliance of other subscribers with GTA's terms, conditions, or policies.
- 1.7 Bills and Payments/Late Charges.** Billing will commence on the date your Service is activated. With this Agreement, you have consented to responsibly pay in full each month in a timely manner all charges relating to: (1) subscription of Services; (2) any usage-based Services; (3) installation, activation, change, or disconnection of Services; (4) all applicable local and federal taxes, tariffs, fees and surcharges; (5) any additional charges and fees associated with the Services. Regular recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. A partial month or prorated charge may be generated on your initial bill and whenever you make a change to your Services if permitted. Charges for Service(s) will be billed monthly and all amounts owed by you must be paid by the date indicated on the bill. Failure to make a full payment for the total amount due on or before the due date will result in a late payment of \$10.00. To avoid a temporary suspension of Service(s), payments for any amounts in arrears must be received by the

fifteenth (15th) day of the following billing cycle. If payment is not received, your account will be subject to suspension without further notice. In the event your Service has been suspended, you will be required to pay all charges including outstanding balances, reconnection fees, late payment fees and any outstanding balances for old accounts before Service is reconnected. A termination order will be issued forty-five (45) days after Service has been suspended. To re-establish Service, you will be required to pay all outstanding charges and any fees associated with new Service activation before Service is restored. A fee of \$26.00 will be applied to your account if your check or other payment instrument is not honored by a financial institution. In the event of a bill dispute for any telecommunication services provided, you must file the dispute with Customer Service within thirty (30) days from the date of the disputed invoice. GTA will have thirty (30) days from the date you file the dispute to investigate the dispute with diligence and in good faith. 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 current. If you wish to receive electronic bills, you must sign up for it. Paper bills will be treated as a value-added service. The Paper Bills will be subject to a monthly fee of \$3.00 (with effect from April 1, 2021) per bill per billing account or such other fee as may be prescribed by GTA from time to time. You may terminate or opt out of paper billing at any time by signing up for electronic billing. To sign up for electronic billing, visit epay@gta.net, or contact GTA directly at 671-644-4482, WhatsApp at 671-489-8255, email ask@gta.net, or Live Chat at www.gta.net. Please note that the \$3.00 monthly paper bill fee shall apply to customers with Services provided by GTA, other than customers with Landline Only and Lifeline, which are excluded from the \$3.00 paper billing fee. It is your responsibility to review your bill. GTA will send important messages to you through bill messages or bill inserts. If you have electronic billing, you are considered to have received these notices once your electronic bill is available for viewing. If you receive a paper bill, you are considered to have received these notices three (3) days after GTA mails the bill to you.

- 1.8 Terminations.** Generally, and unless otherwise agreed, the minimum contract period for any Service is one (1) month. You may, however, enter into a Term Plan for GTA Services for a period longer than one (1) month. You may terminate any Service by providing thirty (30) days written notice to GTA. If you receive a GTA Service under a Term Plan and terminate that Service, or GTA terminates that Service under a covered reason, before the expiration of your Term Plan, a Service Recovery Fee (SRF) may be assessed. If you enter into an agreement to pay for a Device or Product over a period of time and agree to maintain a Service during that duration, you may be assessed a Balance Recovery Cost (BRC) or a Subsidy Fee if you terminate the relevant Service, or GTA terminates that Service under a covered reason, before the expiration of the agreed term. The BRC, SRF, and Subsidy Fees are not penalties, but rather are alternative means for you to perform your obligations under the agreement that partially compensates GTA for the fact that the Product(s) or Service(s) on which your plan is based was not completed. Should a US Servicemember terminate a Service under the provisions of the Servicemembers Civil Relief Act (SCRA), a Service Recovery Fee will not be assessed. Because a Balance Recovery Cost or Subsidy Fee applies only to a Device, a BRC or Subsidy Fee may apply to all applicable terminations. You are responsible for all charges billed or incurred prior to deactivation or termination. If you terminate Services, or GTA terminates your Services under a covered reason, before the end of your monthly invoicing cycle, credits or refunds for any unused Services in that month will be unavailable. Under a Device Installment Plan, termination of required Service(s), either by you or GTA under a covered reason, before the completion of the Device Installment Plan may trigger acceleration of the remaining installment plan payments. GTA does not provide a proration of charges for Service(s). For monthly Service(s), you are responsible for the full month's payment even if your Service(s) is terminated before the end of a billing cycle.
- 1.9 Termination of Voice Service.** If you change or terminate your GTA local wireline voice service ("Voice Service"), we may in our discretion terminate other Service(s) or continue to provide it at the then-current rates, terms, and conditions applicable for Services without Voice Service. You agree to pay any new or higher monthly fees that may apply to your new Service after termination of the Voice Service. If you terminate your Voice Service, we reserve the right to charge any applicable BRC or SRF.
- 1.10 Pricing – Term Plans, Bundle Discounts.** When you purchase a Service, you agree to a specific price and

contract term of ("Term Plan"). Term Plans may offer a discount on the Service if you sign up for other Services ("Bundle Discount"). You agree to maintain your Service and the other bundled Services for the applicable term. If you sign up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the term expires; (2) you move from your current Service address to another Service address where a Bundled Service is unavailable; or (3) you discontinue one of the Services you were required to purchase and maintain to receive the Bundle Discount. Should any of the previous events occur, you will be rendered ineligible for the Bundle Discount and Services provided thereafter will be billed at the then-current rate for those Services.

- 1.11 Special Discounts.** You may be eligible for a discount on your monthly access charges based on your affiliation with an organization that has an agreement with GTA. You may be required to provide proof of your affiliation with the organization upon activation of service or when you make changes to your account. GTA may share certain information relating to the Services, such as (but not limited to): Name, Telephone Number, Mailing or Physical Address, and Total Monthly Charges with the organization to verify your affiliation. GTA may adjust the discount in accordance with the organization's agreement with GTA and remove your discount after the minimum term expires or if you end or change your affiliation with the organization. You agree that any change or removal of the discount based on your affiliation with the organization or the organization's agreement with GTA shall not be considered to have a material adverse effect on you.
- 1.12 Minimum Contract Period.** Term Plans require a minimum contract period, which varies depending on the type of Service you are applying for.
- 1.13 Customer Premises.** You agree to grant GTA a right of way by the shortest practical route over your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing applicable Services and necessary equipment. You also represent that such grant has been obtained in writing from the premises owner. GTA may request additional documents, including right-of-way agreements, in order to maintain access in the future. GTA employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles. You are responsible for making the premises available, by appointment, for inspection, audit, repair, replacement, or removal of the Service materials or equipment. If you continuously fail or refuse to grant access to the premises, GTA may terminate your Service. All installations, removals, and other work done by GTA on your premises shall be done in a good and workmanlike manner. However, due to the effects of normal workmanship which may remain after the removal of GTA equipment, the following conditions must apply: (a) GTA shall not be held liable for any damage, such as holes, to or in walls, ceilings, floors, or any other locations necessary to provide Services; (b) GTA and/or our agents are not permitted to move furniture or appliances.
- 1.14 Cable Facilities.** As provided for and to the extent allowed by applicable tariffs and laws, all outside cable facilities installed pursuant to this Agreement on your premises are and shall remain the property of GTA. You will not and shall not permit others to move or tamper with the outside cable facilities or use it contrary to this Agreement. You are responsible for any damage, other than normal wear, done on the outside cable facilities. If the Services are terminated for any reason, at GTA's option and direction, you shall make the premises available for the removal of the cable facility. GTA does not guarantee that repairs on cable facilities will be made within a specific time frame or after normal business hours, on weekends, or on holidays.
- 1.15 Equipment.** GTA may provide you certain equipment, such as a router, modem, gateway, or Optical Network Terminal (ONT) (individually and collectively, "Customer Premise Equipment," or "CPE") which may be required for broadband and digital television Services. All GTA equipment will remain the property of GTA and must be returned to GTA upon termination of this Agreement for any reason or termination of relevant Services either by you or GTA under a covered reason. Any CPE will be either a new or a fully inspected and tested refurbished unit. Neither you nor a third party may change, interfere with, or block access to equipment data or settings. If you make modifications that make the CPE inaccessible remotely to GTA technicians, you will be billed and agree to pay for the repair and re-configuration of the CPE. If any equipment provided by GTA is stolen, lost, or becomes damaged (except for normal wear-and tear), you will be held responsible for

and agree to pay the full cost of replacement. Other than the CPE provided to you by GTA for use with a Service, you must provide all equipment, devices, and software necessary to receive the Service. GTA cannot guarantee the ability to support non-GTA provided hardware or its compatibility with our Services. If a GTA technician's visit is required to reconfigure pre-owned or non-GTA provide hardware, an additional charge may be applied. Regardless of whether the equipment used to access your Service is owned by you or GTA, GTA reserves the right to manage such equipment for the duration of your Service. You are responsible for returning all CPE in "like new" condition within fourteen (14) days of cancellation or termination of your Service, either by you or by GTA under a covered reason. "Like new" condition means the equipment and/or accessories appear unused without scratches or unnatural marks, in its original container, with all original contents. Failure to return the CPE to GTA in "like new" condition within the allotted time frame after cancellation of Service will result in a charge to your account equal to the replacement price of the CPE. The charge may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. The reasonable value of the CPE is determined by GTA at its sole discretion.

- 1.16 US Military.** GTA is a supporter of the US Military and makes every effort to assist active duty military customers in managing their Services. If you, as an active member of the US Military, are given temporary or permanent relocation orders off of Guam for a period of not less than ninety (90) days, you may suspend or terminate your contract for Services without any suspension or early termination charge pursuant to the requirements and limitations of the Servicemembers Civil Relief Act ("SCRA"), provided that you furnish proof of these new relocation orders. Please read below for more information on equipment or accessories you may be charged or billed for if your contract is suspended or terminated. GTA will honor SCRA benefits applicable to eligible dependents of active duty military personnel.
- 1.17 Communication and Notices.** Notices, updates, new products or Services may be sent to you by written notice, which may be on or included with your bill. GTA may also send notifications to you by posting the notification on www.gta.net, email, voicemail, or via text messages.
- 1.18 Dispute Resolution.** Should you have a dispute or potential claim against GTA, you agree to first give GTA an opportunity to resolve any dispute or claim relating in any way to the Agreement and these Terms and Conditions, your use of any GTA Service, to any Products or Services sold or distributed by GTA, or by any of its subsidiaries or related companies, by sending a written description of your dispute or claim to the address below. We each agree to diligently seek a resolution of your claim in good faith. If your claim is not resolved within sixty (60) days of its receipt by GTA, you agree that the exclusive forum for any claim for which the total value is \$10,000.00 or less is the Small Claims Court of the Superior Court of Guam. You also agree that any for any claim for which the total value exceeds \$10,000.00, as a condition precedent to initiating legal action against GTA, you will participate in non-binding mediation with a mediation service provider from the list of providers approved by the Guam Supreme Court. You further agree to waive your right to a trial by jury or to participate in a class action. This waiver does not preclude you from bringing issues to the attention of the appropriate federal or local agencies, including, for example, the Guam Public Utilities Commission or the Federal Communications Commission. GTA's address for written disputes: Teleguam Holdings, LLC Attn: Dispute Resolution 624 N. Marine Corps Drive, Tamuning, Guam 96913.
- 1.19 Default/Termination or Discontinuance by GTA.** GTA may, without notice, terminate or temporarily discontinue your Service if you are in default of this Agreement. Default shall include: (1) any failure by you to pay any undisputed amounts as provided in this Agreement; (2) any breach by you of any material provision of this Agreement; (3) any unlawful use of GTA Services or use of the Services in a manner that may interfere unreasonably with the Services used by other Customers or interfere with GTA's ability to provide Services to others, whether the unlawful use or interference is by you or any other user of the Services; or (4) any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any GTA employees or representatives, whether in person, over the phone, or in writing. Termination or temporary discontinuance of Services shall be in addition to any other remedies provided in the Agreement or that may be available at law and in equity. In addition to the foregoing, GTA may terminate or discontinue Services without liability in the case of any governmental prohibition or required alteration of the Services.

- 1.20 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, pandemic, epidemic, orders of civil, government, or military authorities, omissions of common carriers, warehousemen or suppliers, or other cause beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure condition ceases, and the term shall be extended by the length of the suspension.
- 1.21 DISCLAIMER OF WARRANTIES.** GTA CANNOT GUARANTEE ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT YOUR MESSAGES OR DATA TRANSMISSIONS WILL NOT BE LOST. ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE GREATEST EXTENT PERMITTED BY LAW, GTA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU ASSUME ALL RISK OF USING THE SERVICES, PRODUCTS, AND 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 AGENTS OR IN PACKAGING, MANUALS, OR OTHER DOCUMENTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS WARRANTIES BY GTA.
- 1.22 Technology.** Telecommunications technology rapidly evolves and advances. For the latest information on GTA's network and technology, please refer to www.gta.net.
- 1.23 Assignment.** You may not assign this Agreement or any interest in the Services without the prior written consent of GTA. Assignment without the prior written consent of GTA is considered void.
- 1.24 Password Protection.** You are solely responsible for maintaining the confidentiality of any password or username required to utilize the Services. You shall be liable for payment of charges to your account made by any person using your password or username until GTA is notified that the confidentiality of a password or username has been compromised.
- 1.25 Use of Customer Proprietary Network Information.** Customer Proprietary Network Information (CPNI) includes information related to the Services provided by GTA to you. CPNI includes such information as the types of telecommunication Services you currently purchase, how you use these Services, and billings for those Services. GTA protects the confidentiality of CPNI pursuant to federal laws and regulations and does not disclose CPNI except as required by law. GTA may use CPNI for billing, credit references, provisioning of Service, and correcting Service issues. GTA may use CPNI internally to market GTA Products and Services that will improve your Services, however, GTA will not disclose CPNI to any third parties seeking to market non-GTA products and services to you. You may, at any time, choose to opt-out of GTA's internal use of your CPNI by visiting a GTA store to fill out and submit a CPNI opt-out form or by calling 644-4482, emailing ask@gta.net, or live-chatting at www.gta.net. Your CPNI may be disclosed by GTA: (1) pursuant to subpoenas, search warrants, or other lawful process; (2) in response to emergency or public safety requests involving the risk of serious harm to you or others; (3) to investigate and prevent unlawful or unauthorized use that threatens the integrity of GTA networks or Services; (4) to protect GTA against fraud or other illegal activities; (5) to defend GTA's rights in legal or administrative proceedings; or (6) as otherwise required by law.
- 1.26 Limitation of Liabilities and Services.** In no event shall GTA, its employees, officers, representatives, suppliers, or authorized agents be liable to you or any other party for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages or losses whatsoever, including without limitation, damages for personal injury, property damage, loss of revenue, profits, business, goodwill, use, data, or other tangible or intangible losses arising directly or indirectly from your use of the Services or any Products, regardless of the cause of action, including negligence. Even if GTA has been advised of, or could reasonably have foreseen, the possibility of such damages or losses, GTA's sole and exclusive liability to you and your sole and exclusive remedy for any breach by GTA or any interruption or failure of Services shall be a credit of such charges for Services as would have accrued but for such interruption or failure based on a prorated basis. Without limiting the generality of the foregoing, GTA is not liable for: (1) the delay or failure in performance

or provision of Services resulting from an act of force majeure, including without limitation, acts of God, natural disasters, typhoons, earthquakes, communications failure, governmental actions or orders, shortage of labor or materials, vandalism, terrorism, wars, strikes, pandemic, epidemic, or any reason beyond GTA's reasonable control; (2) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which GTA does not directly serve; (3) defamation or copyright infringement arising from material transmitted or received over GTA's network facilities; (4) any unauthorized access to your account or Service(s); or (5) infringement of patents arising from combining or using your facilities or equipment with GTA's network facilities.

- 1.27 Terms and Conditions are subject to change.** We may give you notice of a change to these Terms and Conditions by posting the change on www.gta.net, by email, or by written notice which may be on or included with your bill. Such notices will be considered given and effective on the date posted.
- 1.28 Taxes and Regulatory Tariffs, Fees and Surcharges.** Services may be subject to local and federal taxes, tariffs, fees and surcharges. These taxes, tariffs, fees and surcharges may be amended from time to time by their respective government agencies. Any such amendments may be reflected in your invoices without notice.
- 1.29 Promotional Rates.** GTA may, from time to time, offer promotional rates for Services. An eligible Customer may accept and receive a promotional rate under the terms and conditions applicable to that promotional rate. Should a Customer fail to maintain, uphold, or otherwise satisfy any of the applicable terms, conditions, or requirements, the Customer will be rendered ineligible for the promotional rate, and any Services provided thereafter will be billed at the then-current rate for those Services.
- 1.30 Collections.** If you do not pay your bill in full and on time, you agree that you may be subject to collections either by GTA or a third-party collections agency. You agree to pay GTA its reasonable costs, fees, and expenses, including reasonable attorneys' fees, incurred by GTA to collect amounts you owe to GTA or to enforce GTA's rights under this Agreement.
- 1.31 Changes to Agreement and Rates.** GTA may add, modify, or delete any terms, conditions, rates, or fees for any GTA Service at any time. GTA will provide you with notice of changes that are materially adverse to you by email, bill insert or message, text or other message, posting on the GTA website, mail, or other method GTA deems practicable. This obligation, however, does not apply to any changes in fees or surcharges imposed by the government and passed onto you. GTA may also provide you with notice of non-material changes at its sole discretion. Your continued use or payment for GTA Services after the effective date of the change will be deemed as your acceptance of the change. If GTA notifies you of a materially adverse change concerning a GTA Service and you do not accept the change, you must cancel the Service within fourteen (14) days of the notice to avoid any applicable early termination fee. You agree that your continued use of GTA Services is your acceptance of any changes.
- 1.32 Credit History Review; Advance Payment.** GTA reserves the right, and you grant GTA permission, to investigate and review your credit history. GTA may refuse to provide Service(s) or require an advance payment, a nonrefundable payment, or other form of credit requirement if GTA determines that you may be a credit risk due to (i) your credit rating, (ii) insufficient credit history, (iii) previous late payments, suspension, disconnection, or restoral of Service(s), or (iv) fraudulent or abusive use of GTA Service(s) in the last five (5) years. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by GTA of satisfactory payment history or as required by law, GTA may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by GTA.

2.0 WIRELESS Section

- 2.1 Charges Associated with Wireless Services.** As stated in Section 1.7 of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. Charges associated with GTA's wireless Services include but are not limited to: monthly recurring service charges, airtime, roaming, long distance, toll charges, SMS messages whether read or unread, images, sound files, data, features such as Internet access and voicemail, calling services such as directory assistance and calling card use. You will be charged for more than one call when you use certain features resulting in multiple inbound or outbound calls such as call forwarding, call waiting, voicemail retrieval, and conference calling. Except to the extent prohibited by law, billing of roaming charges or Services used may be delayed or applied against your Service. Roaming and other call rating times are dependent on the location and time of the network equipment providing the service for a particular call. Usage charges will apply as required for Services such as directory assistance, roaming charges incurred outside of GTA's wireless home network, long distance charges, and per minute of use charges. Airtime usage is billed in full minute increments; fractional and partial increments are rounded up to the next full minute increment at the end of each call for billing purposes.
- 2.2 Nights and Weekends.** Nights are 7:00 p.m. to 6:59 a.m. Weekends are Friday 7:00 p.m. to Monday 6:59 a.m.
- 2.3 Data Usage and Billing.** Wireless data usage will be charged as specified in your Rate Plan. Data transfer is billed in full kilobyte increments. Actual data transport is rounded up to the next full kilobyte increment at the end of each data session for billing purposes. Overages will be billed by the kilobyte or as specified in your Rate Plan. Some Devices such as Smartphones and MiFi devices can generate data usage without user intervention. This can generate unexpected charges within the GTA home network and when roaming outside GTA's home network. Data usage is governed by the GTA Wireless Data Fair Usage Policy available at <http://www.gta.net/terms-of-use#data-fair-usage-policy>
- 2.4 Minimum Contract Period.** As stated in Sections 1.8 and 1.12 of the General Terms and Conditions, GTA offers Term Plans in which a longer minimum contract period is required. These Term Plans may include a subsidized promotional purchase price of the Device and a required service plan under which payments are extended over the term of the Plan. Unless otherwise indicated, if you opt into a Term Plan, a two (2)-year minimum contract period will apply. At the end of the minimum term and upon your continuance of Services, this Agreement shall be renewed automatically thereafter on a month-to-month basis or until terminated by either party. If you terminate the Service, or if GTA terminates your Service under a covered reason, or otherwise breach your Term Plan before expiration of the minimum term for any reason, the remaining balance due upon the Term Plan will become immediately due and payable. You agree to pay a Balance Recovery Cost (BRC): (A) for Advanced Devices: a \$720 flat fee or \$30 per month for each month remaining on your Term Plan per phone number (based upon a twenty-four (24)-month term), whichever is less; or (B) for Non-Advanced Devices: a \$240 flat fee or \$10 per month for each month remaining on your contract per phone number (based upon a twenty-four (24)-month term), whichever is less; or (C) for Tablet Devices: a \$240 flat fee or \$10 per month for each month remaining on your contract per tablet (based upon a twenty-four (24)-month term), whichever is less. This BRC is not a default penalty. It is solely intended to recover the balance due on the Term Plan beginning the month the termination or breach first occurs. This BRC may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account. If you opt into a new Term Plan, you must fulfill the Terms and Conditions of the current Term Plan unless expressly waived by GTA. Advanced Devices are generally devices that require data plans and include, but are not limited to, iPhones or Android instruments. GTA reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet. *[If you are in the US Military and receive temporary or permanent relocation orders for a period of not less than ninety (90) days, you may be entitled to certain rights under the Servicemembers Civil Relief Act. See Wireless*

Section 2.8 below for details.]

- 2.5 Device Return/Cancellation of Service and Replacement/Repair Policies.** The following terms and conditions apply in order to return a new phone, handset, or other wireless device (“Device”) and cancel Service after the initiation of a NEW wireless service contract (“Contract”) or to repair or replace a new Device. You must present the invoice or receipt issued to you when you purchased the Device. These terms and conditions do not apply to the sale of refurbished Devices or the sale of all accessories, for which all sales are final and not subject to refund, return or exchange with the exception of IOT products. IOT products have a one (1)-year limited warranty on Apple branded IOT products (Apple TV) and a three (3)-month in-store warranty on non-Apple branded IOT products (Withings Blood Pressure Monitor, Samsung SmartThings Hub, Google Home, Smart Pet Feeder and Gamevice Controller).
- 2.6 Device Return/Cancellation of Service Policy.** If you are eligible to return your Device pursuant to subsections (1) or (2) below, your contract will be cancelled and you will not be responsible for any further payments. A restocking fee of \$150 will be charged if the return of your Device is approved.
- (1) Within three (3) days of purchase, you may return your Device and cancel your Contract and receive a refund of your initial payment for the Device subject to the following conditions. The Device must be in “Like-new” condition. “Like-new” is defined as: (i) less than sixty (60) minutes of usage and less than 100MB of data usage, (ii) returned in the original box with all original contents (excluding earphones) including battery, charger, manual and unopened software, (iii) Device must be 100% functional, (iv) no physical or water damage, and (v) no signs of cosmetic wear (cracks, scratches, scuffs, chips or dents). All conditions must be met and determination of Like-new condition is within the sole reasonable discretion of GTA.
 - (2) After three (3) days of purchase, and within fourteen (14) days from the purchase date, you may cancel your contract without penalty. However, your device will not be returnable and you will be responsible for immediate payment of the full retail price of the Device.
- 2.7 Replacement/Repair Policy.** Your new Device may be replaced or repaired only under the following terms and conditions: (1) Device may be replaced if it is within its warranty period and has been determined by GTA to be defective and not repairable. (2) If Device is within its warranty period and has been determined to be repairable by GTA: (i) you may approve the repair and you will be provided a loaner Device at no cost, or (ii) you may decline the repair and your Device will be returned to you as-is. (3) Determination of whether the Device is defective or repairable is at the sole reasonable discretion of GTA. (4) Replacement Device shall be the same brand and model or other suitable Device of equal value.
- 2.8 US Military Contract Suspensions and Terminations.** If you are in the US Military, you may be entitled to suspend or terminate your contract for cellular telephone Service pursuant to the Servicemembers Civil Relief Act (“SCRA”). If you provide a copy of your relocation orders for not less than ninety (90) days (thirty (30) days if purchase was made at a GTA retail location on military installations in Guam) you may suspend or terminate as follows:
- (1) Suspension – you may suspend your contract with no suspension charge and with no contract term extension (your contract will terminate on the original contract termination date). However, if you purchased a cellular phone unit (the “Unit”) under your contract after you entered military service and the cost of the Unit is spread over the term of your contract, the balance remaining on the Unit at the time of suspension will be carried forward to the remaining term of your contract upon re-activation.
 - (2) Termination – you may terminate your contract with no early termination fee. However, if you purchased a Unit under your contract after you entered military service and the cost of the Unit is spread over the term of your contract, any balance due on the Unit will become immediately due and payable upon termination.

In either case of suspension or termination, any balance due is intended only to recover the actual remaining balance due on cost of the Unit and has no relation to the suspended or terminated Service. Any balance remaining on the Unit at termination of your contract remains an obligation or liability due and unpaid which is not relieved under the SCRA. The Balance due on the Unit is determined as follows:

- (A) for Advanced Devices (except Certified Pre-owned devices): \$20 per month for each month remaining on your contract per phone number, based upon a twenty-four (24)-month term;
- (B) for Certified Pre-Owned Advanced Devices and Tablets: \$10 per month for each month remaining on your contract per phone number, based upon a twenty-four (24)-month term; or
- (C) for Non-Advanced Devices: \$7 per month for each month remaining on your contract per phone number, based upon a twenty-four (24)-month term. Advanced Devices are generally devices requiring data plans and include, but are not limited to, iPhones and Android instruments. GTA reserves the right to define which devices are to be considered Advanced, Non-Advanced, or Tablet.

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

2.10 GSM Phones/Devices and Other Carrier Networks/Phones. You may purchase a phone from someone other than GTA, provided that it must be a 850/1900MHz GSM/GPRS/EDGE/VOLTE wireless device that is compatible with GTA's GSM network, which is subject to change from time to time. 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.

2.11 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.

2.12 Call Privacy. The GTA system uses radio channels to transmit communications. A 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, warrants, and court orders. 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.

2.13 Wireless Local Number Portability. You may have the capability to transfer your wireless number to another wireless carrier or have the ability to bring your wireless number to us. For detailed information about Local Number Portability, please contact GTA Customer service at (671) 644-4482. You will not be able to transfer your number if your account has been disconnected for any reason. If you are porting a prepaid account, your prepaid account must not be expired. You 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 wireless service. GTA reserves the right to charge a one-time \$50 port out fee to recover costs incurred with Wireless Local Number Portability.

3.0 WIRELESS PREPAID Section

- 3.1 Terms and Conditions.** By using GTA's Wireless Prepaid Service, you accept the Consumer Service Agreement, Terms and Conditions, and the provisions of this Section and agree to be bound by them at the point of sale of a Card.
- 3.2 PIN/PUK Number.** The number printed on each Card (comprising the PIN or PUK Number) is unique to that Card and you shall be solely responsible for safeguarding such number or any other access number or password from any unauthorized use. GTA shall not be liable for any losses, damages, claims, liabilities, costs, or expenses suffered or incurred by you resulting from the theft, misuse, or unauthorized usage of the number printed on the Card, or other related Services such as web access.
- 3.3 Refund.** Every Card, once purchased, is not refundable and has no surrender value. GTA is not obligated to refund any unused portion of the Card value whether before or after its expiration date.
- 3.4 Expiration.** Each prepaid plus Card ("Card") must be used and deposited into your account by the date indicated on the Card. After the date printed on the Card, it will not be effective. Upon deposit into your account: (1) a \$5 Card load will expire in fifteen (15) days, (2) a \$10 Card load will expire in thirty (30) days, and (3) \$20 and \$50 Card loads will expire in sixty (60) days. When depositing a Card into an account with a valid balance, the greater of expiration dates shall apply. Any load purchased by voice or SMS using a credit card will have the following expiration terms: (1) \$0.01 to \$9.00 – fifteen (15) days, (2) \$9.01 to \$19.00 – thirty (30) days, and (3) \$19.01 and up – sixty (60) days. When loading by voice or SMS using a credit card into an account with a valid balance, the greater of expiration dates shall apply. Unused airtime will be forfeited unless used by expiration date.
- 3.5 Charges.** Charges commence as soon as the call, data, or text message is processed or received by you.
- 3.6 Limitation of Liabilities and Services.** You shall use the Card and the Services in accordance with local and federal law. GTA shall not be liable for any losses, damages, liabilities, costs, or expenses suffered or incurred by you resulting from the failure by you to do so. You shall indemnify GTA from any losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by GTA as a result of or arising from the misuse or wrongful usage of the Card.
- 3.7 Prepaid Locked Devices.** Certain prepaid wireless devices may be locked to GTA wireless service. At your request, a prepaid locked wireless device may be unlocked by GTA and additional fees may apply.
- 3.8 Liability.** GTA's liability to you, whether in contract, tort, or otherwise in relation to the Card shall be limited to the price of the Card.

4.0 **BROADBAND INTERNET Section**

- 4.1 National Exchange Carriers Association Tariff.** Broadband Services are provided by GTA under Sections 8 and 17 of the National Exchange Carriers Association (NECA) Tariff FCC No. 5, which is made part of this Agreement. The provisions stated in this Agreement are subject to revisions in the NECA Tariff and/or mandated by the Federal Communications Commission (FCC). Any changes to tariffs, fees, or surcharges by NECA or the FCC may result in corresponding changes to your invoice with or without notice as required by regulation or law.
- 4.2 Local Exchange Service Lines.** Broadband Services will be provided over existing GTA local exchange service lines. Thus, rates and regulations for broadband Services are in addition to the rates and regulations for local exchange services. If you apply for Data-Only broadband Services, GTA may provide the broadband Service over the physical local loop connection capable of simultaneous voice and data communications to your premises. If you decide to terminate and then reconnect your broadband Service, the reconnection of your broadband Service will be considered a new installation subject to the rates and regulations for broadband Service and local exchange service where required.
- 4.3 Inside Wiring & Installations.** You have the option to have GTA install any inside wire required or to have a third-party contractor perform the installation. However, if you choose to hire a third-party contractor, other terms and conditions may apply. GTA does not make any representations or warranties that an installation by you or a third party chosen by you will enable you to successfully access, operate, or use the broadband Services, nor that such installation will not cause damage to your computer, data, software, files, or peripherals. In addition, GTA and its agents and contractors shall have no liability whatsoever for any damage or for the failure to properly install, access, use, or operate the equipment or broadband Services by you or a third party. The foregoing limitation of liability is in addition to and shall in no way be construed to affect any and all limitations of liability set forth elsewhere in this Agreement. Service outages and/or repairs may take up to forty-eight (48) hours.
- 4.4 Broadband Service Speeds.** Because broadband is distance-sensitive, you must be located within a serviceable loop distance from a GTA serving wire center. Broadband peak speeds are not guaranteed by GTA due to factors that may affect the actual speeds delivered including loop distance, condition of the cable facilities, limitations in GTA's network design, and limitations in any CPE. Due to this, GTA provides broadband Services as a best effort service, on an "as is" and "as available" basis, and cannot guarantee upload or download speeds. If it has been determined by GTA that your premises has exceeded the loop distance and broadband Service is not available, you will not be charged any early termination fees for cancelling your broadband Service.
- 4.5 Minimum Contract Period.** As stated in Sections 1.8 and 1.12 of the General Terms and Conditions, GTA offers Term Plans in which a longer minimum contract period is required. Unless otherwise indicated, if you opt into a Term Plan, a one(1)-year minimum term will apply. At the end of the minimum term, this Agreement shall be renewed automatically thereafter on a month-to-month basis or until terminated by either party. If you terminate the Plan, or GTA terminates the Service under a covered reason, before expiration of the minimum term for any reason, you agree to pay a Service Recovery Fee (SRF) of \$20 per remaining contract month as an alternative means for you to perform your obligations under the Term Plan that partially compensates GTA for the fact that the Service on which your Term Plan is based was not completed. This SRF is not a penalty and may be deducted from your deposit or any amounts prepaid by you, charged to your card, or billed to your account. If you opt into a new Plan, you must fulfill the Terms and Conditions of the current Term Plan unless expressly waived by GTA.
- 4.6 Trial Period.** When you initiate a new broadband Service with GTA, you are given a period of fourteen (14) calendar days from the date of Service activation (the "Trial Period") in which to cancel the Service without incurring any Service Recovery Fee. The Trial Period refers only to the Service and not to equipment. You

are required to return all CPE in "like new" condition, which means the CPE appears unused without scratches or unnatural marks, in its original container, with all original contents. Failure to return the CPE to GTA in "like new" condition will result in a charge to your account equal to the reasonable replacement price of the CPE.

- 4.7 Relocation of Services.** You may transfer your broadband Service location to a different location if your new location is within our serving area. If you relocate the broadband Service before completing a minimum term of one (1) year for any reason, you agree to pay a relocation fee of \$100. If you have completed a minimum term of one (1) year, you will not be charged any relocation fee for the broadband Service. If you are relocating broadband and digital television Services, you agree to pay a relocation fee of \$19.99. These relocation fees may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account.
- 4.8 US Military.** US Military Servicemembers may be entitled to cancel broadband Services under the Servicemembers Civil Relief Act (SCRA) provided the requirements of the SCRA are met. Because the SCRA is limited to Services, charges for equipment may still apply. You are required to return all CPE in "like new" condition within fourteen (14) days of cancellation of your broadband Service. Failure to return the CPE to GTA in "like new" condition will result in a charge to your account equal to the replacement price of the CPE.

5.0 DIGITAL TELEVISION Section

- 5.1 Digital Television (TV) Services.** These terms and conditions apply to your use of the video and audio programming Services and associated telecommunication Services that GTA provides and any equipment provided to you for use with the Services. The digital TV Services may include video-on-demand, interactive programming and other enhanced video Services.
- 5.2 Redistribution Policy.** Some programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission and sports blackouts. GTA may recover from you any damages provided by television laws for tampering with any of our equipment, our television system, or for receiving or distributing unauthorized Services. GTA has a zero-tolerance policy for any infraction of the above items. If you purchase GTA Voice Service, Caller ID information for GTA Voice calls can be displayed on your TV screen. In addition, call history information for all missed and answered calls can be displayed on your TV screen and cannot be PIN protected. Call history for dialed calls cannot be displayed on your TV screen. As permitted under applicable law, in addition to other rights provided for in this Agreement, in the event a payment is past due, GTA may restrict your account to prevent access to Video On Demand, Pay Per View, and other usage-based Services and content.
- 5.3 Charges Associated with Digital TV Services.** As stated in Section 1.7 of the General Terms and Conditions, you are responsible for paying all charges and fees associated with the Services. You will be charged for the use of the digital TV Services by any person, including but not limited to, Video On Demand and Pay Per View, and other enhanced video Services ordered from any set top box providing access to the digital TV Services, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top box to prevent unauthorized use of Services. As long as payments are current, you will have a limit (up to a maximum of \$150) per month on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.
- 5.4 Programming.** GTA reserves the right to add, change, or remove any video and audio channel included in any program tier or package. Notice of any such change will be provided as required by applicable law.
- 5.5 Customer Premises.** In order to provide you with digital TV Services, you agree to give GTA and our agents permission to enter your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing the equipment and Service. Your permission includes the premises outside your home at times when you may not be there. Our employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles. If you are not the owner of your home, we will require you to obtain permission from the landlord/owner for us to enter the premises and install digital TV and all associated wiring.
- 5.6 Credit Approval and Deposits.** In order to establish an account with us, you authorize GTA to inquire into your credit worthiness by checking with credit reporting agencies. If you are delinquent in any payment to GTA, you authorize GTA to report any late payments or nonpayment to credit reporting agencies. GTA may require a security deposit from you (a) before digital TV services are provided, if you do not have a satisfactory credit history with GTA, or do not provide other proof of credit worthiness, or (b) at any time during this Agreement, if you have an unsatisfactory credit rating with GTA as a result of your payment practices, or (c) if you clearly present an abnormal risk of loss. GTA may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of Service or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit retaining only the amount you owe on your account.

6.0 DEVICE INSTALLMENT PLAN Section

- 6.1 The Device Installment Plan (“DIP”) allows a Customer to use a Device immediately and pay the cost of that Device through installments over time. To utilize the Device Installment Plan, a Customer must select and maintain a wireless or other applicable plan during the term of the Device Installment Plan. The Customer grants GTA a purchase money security interest in the Device until all installment payments are made. Each Customer electing a Device Installment Plan will enter into a Device Installment Contract and Security Agreement (the “Installment and Security Agreement”), and these Terms and Conditions are fully incorporated therein. Important provisions regarding required disclosures, payment terms, assignment, risk of loss, default, and remedies are explicitly provided for in the Installment and Security Agreement. For the benefit of all Customers, required Truth In Lending Act Disclosures are provided and made a part of the Installment and Security Agreement.

7.0 REGULATED SERVICES Section

- 7.1 Regulated Services.** GTA offers and provides other Services that are regulated by the Public Utilities Commission of Guam, including fixed-line telephone Services. Such regulated Services are subject to and governed by the General Exchange Tariff. While the Consumer Services Agreement and Terms and Conditions apply to all GTA Services, the General Exchange Tariff shall control in any case where there is a conflict between the Consumer Service Agreement, Terms and Conditions, and the General Exchange Tariff. The General Exchange Tariff is available to all at <https://www.gta.net/tariffs>.