





**THE TELEPHONE  
COMPANY**

## **Terms and Conditions**

1. **Term Commitment** – Customer agrees to keep and pay for the services rendered by **TTC** identified on the billing telephone number (BTN) grid for the term length selected. All **Legacy Voice** calling plans will be renewed in 1-year increments which will continue with the selected term if there are no rate changes and **TTC** can continue to offer this package. If something changes **TTC**'s rate or ability to offer your **Legacy Voice** calling plan, **TTC** will notify Customer who can accept any changes or replace with an alternate **TTC** service. The effective date of customer's agreement will initiate based on the date service is transferred or installed at the customer's network. Unless either party notifies the other in writing no less than sixty (60) days before the last day of the existing term, the term will renew and remain in effect for a length of time equal to the customer's selected term.
2. **Contract Termination Charges** – If customer disconnects or transfers service prior to expiration of the existing term, customer will be charged an early termination charge equal to any upfront discounts, plus, 100% of the plan price multiplied by the number of services terminated early multiplied by the number of months remaining in the term. Turquoise Talk – Legacy Essentials and Turquoise Talk – Legacy Essentials 2.0 plan requires 2 or more lines to qualify. If customer terminates all by 1 line, the last remaining line will incur early termination charges and be assigned an alternative calling plan. In the event of a change of ownership, customer will work with **TTC** to contact new ownership regarding transfer of the agreement. No termination charges will apply if the transfer is successful. If new ownership does not retain the agreement, previous ownership will be responsible for all termination charges.
3. **Rates** – The rates in the BTN grid only identify the pretax charges for the services under contract. The full list of taxes and surcharges and any other costs are itemized on customer proposals. Taxes and surcharges subject to change during a contract period.
4. **Explanation of Charges** – **TTC** has created resources that customers can reference detailing service charges. Visit <https://www.TheTel.co> and visit the Resources page for more information.
5. **Assignment** – If by internal restructuring, acquisition, or rebranding, **TTC** reserves the right to assign or transfer customer agreement without notice when the terms remain the same. Customer cannot assign the agreement without express written consent from **TTC**.
6. **Compliance** – **TTC** shall comply with all applicable federal and state laws and regulations governing its telecommunications and internet services. Customer is solely responsible for ensuring that its premises, equipment, wiring, systems, and any infrastructure connected to the services comply with all applicable local laws, ordinances, and code requirements, including building, electrical, fire, and safety codes.
7. **Addresses** – The address(es) in a letter of agency (LOA) and quote is taken from a customer invoice. The address(es) in a service level agreement (SLA) are captured from a lookup of customer's services where applicable. This may vary from a customer's main address. Customer must review documentation and provide **TTC** with accurate information to prevent data integrity and order related issues.
8. **Entire Agreement** – This agreement supersedes all previous agreements, understandings, statements, proposals, and representations, whether written or oral.
9. **Additional Terms and Conditions** – Customer agrees to additional terms and conditions identified on **TTC** proposal and is also available on our website at <https://www.TheTel.co> in the Resources section.



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10. **Limitation of Liability** – The liability of **TTC** for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects shall not exceed an amount equivalent to the proportionate charge of related services for the period during which the problem occurs. Customer will indemnify, defend, and hold harmless **TTC**, its parents, subsidiaries, affiliates, and past, present, and future employees.
11. **Severability** - If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.
12. **Notices to TTC** – Customer can send notices via email to [help@thetel.co](mailto:help@thetel.co) OR by USPS certified mail sent to The Telephone Company at PO Box 7430, Westchester, IL 60154.
13. **Notices to Customer** – Customer is responsible for providing **TTC** with proper billing and customer contact email and/or mailing address(es). Customer may incur fees or delays if **TTC** does not have accurate information.
14. **Cures to Breach** – In the event of a breach of contract, **TTC** and Customer will work together reasonably in good faith to resolve any outstanding issues. The breaching party must initiate the curing process within fourteen (14) days and remedy within thirty (30) days, otherwise the party that was wronged may terminate the agreement for cause. Ongoing discussions may supersede thirty (30) days. The breached party must reasonably respond or notify the breaching party the desire to exercise this provision. The breached party will have thirty (30) days to act on the decision, otherwise this provision will be considered waived.

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**Authorized Customer Signature**

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**Date**

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**Print Name**

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**Title**