



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. The effective date of customer's agreement will initiate based on the date service is transferred or installation to the meeting point between the location network and telephone network meets, referred to as the demarcation point (demarc). Unless either party notifies the other in writing within thirty (30) days prior to the last day of the contract, the term will renew and remain in effect for a length of time equal to the customer's selected term.
2. **Early Termination Charge** – If customer disconnects or transfers service prior to expiration of the existing term, customer will be charged an early termination charge of any upfront discounts, plus, 50% of the plan price multiplied by the number of lines terminated early multiplied by the number of months remaining in the term. Turquoise Talk – Legacy Essentials 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 available calling plan. In 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. Discounted termination charges will apply in event customer works with **TTC** in good faith and transfer of agreement is unsuccessful.
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 quote.
4. **Explanation of Charges** – **TTC** has created resources customers can reference detailing service charges. Visit <https://www.TheTel.co> and visit the resource page to more information.
5. **Network Changes** – **TTC** cannot control network changes on resold services. Where a network change impacts **TTC's** ability to provide services to customer on resold services, **TTC** will provide thirty (30) days written notice of the change to the affected customers. Where a network change relating to **TTC's** network affects customers, **TTC** will provide at least sixty (60) days written notice. **TTC** will waive all penalty charges and offer to customer an alternative solution in event this provision is exercised.
6. **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**.
7. **Operational Limits/Force Majeure** – **TTC's** ability to provide services to customer is subject to availability of associated facilities which may include third party networks **TTC** does not control which can result in delays and interruptions of service. When these issues arise **TTC** will communicate details of the problem and steps being taken to provide resolution. **TTC** is not liable for interruptions/delays caused by events outside its control such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, network failures and outages, or any other events beyond **TTC's** reasonable control.
8. **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 any discrepancies prior to execution to avoid data integrity and order related issues.



THE TELEPHONE COMPANY

9. **Entire Agreement** – This agreement, which also incorporates tariffs with respect to services covered under this agreement, supersedes all previous agreements, understandings, statements, proposals, and representations, whether written or oral.
10. **Cost Savings Analysis** – When possible **TTC** will provide a cost savings analysis with monthly savings, annual savings, percentage savings, one-time costs, special promotions, and payback period for existing services. Monthly savings, annual savings, and percentage savings do not factor costs such as termination charges or order related charges and are equal to the estimated savings per month, per year, and percentage saved relative to previous costs. Savings metrics are calculated by analyzing the most recent full customer invoice. If there are other services, prorations, device costs, or other one-time costs that may not apply in the analysis, **TTC** will attempt to estimate savings to the extent possible. **TTC** cannot be held liable for any discrepancies in savings data. One-time costs can include but are not limited to early termination charges, device costs, order related charges. Customer quote will identify any **TTC** one-time costs. Payback period is in months and equal to one-time costs from both losing carrier and **TTC** divided by monthly savings. Ex. Termination charges of losing carrier is \$500 and **TTC** order costs are \$300 and monthly savings are \$400, payback period is 2. In most cases payback period is immediate, however if payback period exceeds 3 months **TTC** may offer customer a one-time discount in the special promotion field not to exceed the first month of service free to bring customer to a 3-month payback period. To qualify, **TTC** may require a contract term of up to 3 years and each promotional discount must be approved by a manager. Any discounts will be applied to the first invoice. Discounts are charged back in event customer terminates agreement prior to end of term.
11. **Tariffs** – A full description of terms and conditions of **TTC** tariffed services is available in our resources section on our website.
12. **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.
13. **Severability** - If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.
14. **Warranties** – **TTC** does not warrant that any service will be uninterrupted and error free. All services are provided as is and as available, either express or implied, including but not limited to fitness for a particular purpose.

Authorized Customer Signature

Date

Print Name

Title