

Exhibit #1 Terms & Conditions (inc. Lifeline addendum)



TERMS AND CONDITIONS OF SERVICE

This Agreement was last modified on October 3, 2019.

By utilization of said Telecommunication services, the customer hereby agrees to the terms and conditions contained herein and as amended from time to time.

Monthly Service

LocalTel will bill each customer in advance, monthly, for the specific services that the customer has subscribed to. Customer hereby agrees to pay for said services according to the terms and conditions contained herein. LocalTel will prorate charges for services when services are provided for more or less than the actual billing period.

Payment

All monthly statements for communications services provided or to be provided, are due and pay-able by the due date shown on the monthly statement. Payments may be made by cash, check, credit card, automatic draft and other approved electronic means such as automatic payment by credit and debit cards.

Late Payment Charge

Statements that remain unpaid after the due date shown on the statement, will be considered delinquent and subject to a late payment charge. A late payment charge will be assessed on accounts in which a payment has not been received by the due date shown on your statement. For residential customers, a \$6.00 late payment charge or 1.5% of the past due or unpaid balance, whichever is greater, will be assessed on the account and added to the unpaid balance. Late payment charges will continue to accrue until such time as the account is paid in full or the account has been closed.

Insufficient Funds

Checks or automatic drafts drawn on accounts with insufficient funds will activate a prompt customer notification, and LocalTel will charge a \$20.50 service fee for insufficient funds and returned checks. Automatic payments by credit or debit card which are declined will also activate a prompt customer notification, and LocalTel will charge a \$17.50 service fee.

Deposits

Deposits may be required prior to opening an account. A minimum \$50 deposit for the first circuit of service (internet, television and/or phone) and \$25 charge for additional lines thereafter will be placed into an escrow account. Deposits may be made with cash, personal checks, money order, Visa, Discover, Master Card or American Express. Deposits may be removed from the trust account and applied against the customer's balance owing, should that account be scheduled for termination according to the terms contained herein in section titled Reason for Termination.

Deposits will be refunded at the end of one year, per customer request, if the account balance is current and the customer is considered a Premier LocalTel Customer. LocalTel Premier Customers are customers who maintain current account status, no late or missed payments, for a one year period. If account is not in premier status, the deposit will carry over to the following year, and thereafter until premier status is achieved.

Credit Check

LocalTel observes the right to obtain a credit score from an accredited credit bureau to evaluate the potential risk of providing services to a customer. LocalTel does provide a pre-paid option for customers that would normally be denied service due to credit.

Service Requests

Changes In Services

Accounts must be current — no balances over 30 days old — prior to adding, moving or changing services.

Failure to pay for services received will result in suspension of services. Accounts may be at risk of suspension once the account becomes more than 7-days past due. A notice of Account Past Due will be sent via email and US mail prior to suspension.

Services will be scheduled for suspension if payment is not received.

Any LocalTel customer account that becomes suspended will be subject to our account reactivation policies.

Reactivation Requirements

In order to reactivate the account, the suspended customer will need to pay any and all past due balances with either cash, Credit card, Debit card, or money order. Reactivation fees will be charged to the account at the time payment is made.

Customers using Autopay will have a choice of setting up their automatic draft from their checking or savings account or an automatic draft against their credit or debit card.

Defaults

Defaults on an Autopay account caused by expired or declined credit cards or non-sufficient funds in the drafted account will be notified by phone, mail and/or email to rectify the situation before the account and services will become suspended. Once the account has reached the suspension stage, standard LocalTel credit policies regarding suspension and termination will take effect.

Termination

Terminated accounts will have all services removed and sent to billing for final statement billing. Customers that have signed a service contract and not completed the terms therein will be charged an early termination fee of \$69.00 per service. SkyFi customers that have not completed contract terms will be charged an early termination fee up to \$200.00. Customer will also be charged for unreturned equipment. This includes VoIP Modems, SkyFi Equipment, DTAs and Set Top Boxes.

Services Terminated

After seven business days from date of suspension, if a suspended account is not brought current, LocalTel may terminate services to the account. All underlying services will be disconnected to customers premises and LocalTel's termination process will commence. LocalTel will issue a final bill that reflects charges for services not yet billed along with credits for services that were billed in advance and not received upon termination. Deposits held in trust will be applied to the account balance at that time. If the account balance, after deposits have been applied, still shows a balance owing, your account will be turned over to Armada Corp. Collection Agency.

Changes to This Agreement

LocalTel Communications reserves the right to modify these Terms of Service at any time. We do so by posting and drawing attention to the updated terms on the Site. Your decision to continue to visit and make use of the Site after such changes have been made constitutes your formal acceptance of the new Terms of Service.

Therefore, we ask that you check and review this Agreement for such changes on an occasional basis. Should you not agree to any provision of this Agreement or any changes we make to this Agreement, we ask and advise that you do not use or continue to access the LocalTel Communications site immediately.

Contact Us

If you have any questions about this Agreement, please feel free to contact us contact@localtel.com.

LOCALTEL COMMUNICATIONS

POLICIES & PRACTICES

CUSTOMER SERVICES

Address: 341 Grant Road, East Wenatchee

» Terms and Conditions

» Check Your Email

Office Hours: Mon-Fri ~ 8am to 5:30pm

» Terms and Conditions of Service

» Check Your Email Filter

Phone: 509-888-8888

» General Acceptable Use Policy

» Go To MyLocalTel

Toll Free: 800-992-2112

» Acceptable Phone Use Policy

» Go To Support

Fax: 509-884-1716

» Privacy Policy

» Contact Support



LIFELINE PROGRAM TERMS AND CONDITIONS OF SERVICE (ADDENDUM)

In addition to our regular Terms and Conditions of Service the following will apply:

(to reflect requirements ordered in FCC 12-11)

Consumer Eligibility and Enrollment (delete line?)

Lifeline Program benefit is One-per-household:

Prior to receiving service the consumer must provide LocalTel with their permanent residential address. (P.O. Box is not an eligible address.) Lifeline support is limited to a single subscription per household*.

*FCC 12-11 states: We define “household” in a manner consistent with the definition used in the Low-Income Home Energy Assistance Program, as “any individual or group of individuals who are living together at the same address as one economic unit.” For the purposes of this rule, an economic unit consists of all adult individuals contributing to and sharing in the income and expenses of a household.

Certification of Consumer Eligibility for Lifeline:

Consumers will submit required documentation to LocalTel to determine eligibility. Required documentation for eligibility may be found at www.lifelinesupport.org or <https://www.lifelinesupport.org/Is/do-i-qualify/default.aspx>

LocalTel will rely on the Lifeline Program National Verifier when it is launched for WA state. Launch is expected early in 2020, date is yet to be determined

Subscriber Usage of Lifeline-Supported Service:

Consumer is to notify LocalTel if Toll Limitation Service is desired. Otherwise, consumer will be liable for all long distance use charges accrued.

Lifeline Program support must be used to remain in effect. Payment of monthly bill is proof of usage. Lack of usage for 60 days may terminate Lifeline support. Consumer is to notify LocalTel if services are no longer needed.

Bundled Services:

Lifeline Program support may be applied to Bundled services.