



PO Box 190
1200 West Main Street
Rogersville, TN 37857
(423) 272-8821
Fax: (423) 272-8447
www.holstonelectric.com
www.holstonconnect.com

LIFELINE TERMS AND CONDITIONS OF SERVICE

Please read these Lifeline Terms and Conditions of Service carefully. These Lifeline Terms and Conditions of Service are a legally binding agreement between You (hereinafter referred to as “You” or “Your” or “Applicant”), and HOLSTONCONNECT, LLC. They contain important information about Your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. HOLSTONCONNECT, LLC reserves the right to change or modify any of these Lifeline Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Lifeline Terms and Conditions of Service will be binding upon You once posted on the HOLSTONCONNECT, LLC website at www.HOLSTONCONNECT.com. You should check the HOLSTONCONNECT, LLC website regularly for updates to these terms.

By enrolling in the Lifeline Program (“Program”) and by using the HOLSTONCONNECT, LLC Lifeline Service (hereinafter the “Service” or “service”), You, the participant, acknowledge and agree to the following Terms and Conditions:

1. HOLSTONCONNECT, LLC LIFELINE PROGRAM DESCRIPTION.

HOLSTONCONNECT, LLC Lifeline Service is funded by the Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the Program, You must meet certain eligibility requirements set by the Federal Communications Commission (FCC). These requirements are based on a person’s participation in a federal support program or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the Lifeline benefits. Federal law permits only one Lifeline benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). As an Applicant for the HOLSTONCONNECT, LLC Lifeline Program, You must complete an on-line application form via the designated Lifeline Service website, provide supporting documentation that meets the eligibility requirements and certify, under penalty of perjury:

- The information provided in the application is true and correct to the best of Your knowledge; You acknowledge that willfully providing false or fraudulent information in order to receive Lifeline service is punishable by fine or imprisonment, termination of all Lifeline benefits, and being barred from participating in the Lifeline program.
- You acknowledge that non-usage over a consecutive thirty (30)-day period will result in Your de-enrollment from this Lifeline service.
- You are eligible for Lifeline service through participation in the qualifying program(s) or meeting the income requirements as identified in the application.
- You have provided documentation of eligibility for Lifeline service unless otherwise specifically exempted from providing such documentation.
- You will inform HOLSTONCONNECT, LLC within thirty (30) days of any potential change in eligibility, including, but not limited to: (i) a move or change of address; (ii) any change in participation in the programs identified in the application or change in income or household members; (iii) receiving Lifeline service from another provider; or (iv) any other change that would affect Your eligibility for Lifeline service. If You fail to inform



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HOLSTONCONNECT, LLC of any of these changes, You understand under penalty of perjury; You may be subject to penalties.

- You have provided the address where You currently reside and, if a temporary address has been provided, then You acknowledge that HOLSTONCONNECT, LLC will attempt to verify Your address every ninety (90) days, and, if You do not respond to verification attempts within thirty (30) days, then You may be de-enrolled from Your Lifeline benefits.
- Your household will receive only one Lifeline benefit and, to the best of Your knowledge, no one in Your household is currently receiving Lifeline service from any other provider.
- You acknowledge that You will be required to annually re-certify eligibility and may be required to re-certify continued eligibility for Lifeline at any time and failure to re-certify will result in the termination of Lifeline benefits or other penalties.
- You authorize HOLSTONCONNECT, LLC and its agents to access any records (including financial records) required to verify Your statements in the application and to confirm Your eligibility for Lifeline service. You authorize government agencies and their authorized representatives to discuss with and/or provide information to HOLSTONCONNECT, LLC and its agents verifying Your participation in public assistance programs that qualify You for Lifeline service.
- You acknowledge and consent to Your name, telephone number, and address being divulged to the Universal Service Administrative Company (USAC) (the administrator of the program) and/or its agents for the purpose of maintaining the information in a database and verifying that You, as a subscriber, do not receive more than one Lifeline benefit. In the event USAC identifies that You are receiving more than one Lifeline subsidy for Your household, all carriers involved may be notified so that You may select one service and be de-enrolled from the other.
- You may be required to provide copies of documents proving Your eligibility to participate in Lifeline. You should not send original documents to HOLSTONCONNECT, LLC. Documents sent to HOLSTONCONNECT, LLC will not be returned. HOLSTONCONNECT, LLC is not responsible for any losses resulting from the destruction of documents sent to HOLSTONCONNECT, LLC.

Applicants who do not meet the eligibility requirements will be notified by HOLSTONCONNECT, LLC or the Lifeline Administrator of their non-eligibility. Upon enrollment in the HOLSTONCONNECT, LLC Lifeline Program, You will be qualified to participate for up to one (1) year. To continue Your enrollment in the Program after the initial year, You must re-certify annually that You are qualified for continued enrollment in the Program as required by the FCC. HOLSTONCONNECT, LLC will also conduct re-certification drives for each state according to its rules. If HOLSTONCONNECT, LLC determines during its re-certification drive, or at any other time, that You fail to continue to qualify for the Lifeline Program, You will immediately be deemed ineligible to participate in the HOLSTONCONNECT, LLC Lifeline Program, You will be de-enrolled from the Program and You will no longer receive Your subsidized services. If You are no longer eligible (for any reason) for enrollment in the HOLSTONCONNECT, LLC Lifeline Program, You must, within thirty (30) days, notify HOLSTONCONNECT, LLC that You no longer meet the eligibility requirements for enrollment. Your enrollment may also be cancelled upon the request



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of a state and/or federal authority. Once enrollment in the service has been cancelled, You may keep Your phone number and continue HOLSTONCONNECT, LLC Service at the current non-Lifeline rates as posted online at www.HOLSTONCONNECT.com. HOLSTONCONNECT, LLC reserves the right to cancel Your enrollment and/or permanently deactivate Your HOLSTONCONNECT, LLC phone for fraud, misrepresentation, or other misconduct as determined solely by HOLSTONCONNECT, LLC. While participating in the HOLSTONCONNECT, LLC Lifeline Program, You shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or HOLSTONCONNECT, LLC Service provided to You by HOLSTONCONNECT, LLC. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE PHONE (if provided by HOLSTONCONNECT, LLC) OR the SERVICE PROVIDED TO YOU BY HOLSTONCONNECT, LLC. Any violation of this provision will be reported to the appropriate legal authorities for prosecution. In addition, if HOLSTONCONNECT, LLC determines, in its sole discretion, that You have violated these provisions, HOLSTONCONNECT, LLC will permanently de-enroll You from the HOLSTONCONNECT, LLC Lifeline Program, Your phone will be permanently deactivated, and Your personal information will be permanently flagged so that You may not re-enroll in the Program in the future. If You have any questions, concerns, comments or complaints regarding the HOLSTONCONNECT, LLC Lifeline Program or Service, offerings or products, please call HOLSTONCONNECT, LLC Customer Care at (423) 272-8821. You may also contact Your state's Public Service Commission/Public Utility Commission or the federal Universal Service Fund Administrator.

2. MONTHLY SERVICE PLANS.

You may enroll in either the Telephone Service Lifeline Plan or the Broadband Service Plan. You must choose only one.

Telephone:

While You are enrolled in the HOLSTONCONNECT, LLC Lifeline Program, You will receive a free monthly allotment of local distance data usage.

Residential Connect Phone "Lifeline Unlimited Local Calling" – Unlimited local within the entire Eastern Tennessee 423 area code.

Net cost to Lifeline customer: \$0

Or

"Lifeline Connect Plus" – Unlimited local and domestic long-distance within continental U.S.

Net cost to Lifeline customer: \$10 per month

Broadband:

Residential High-Speed Internet "Lifeline Package" – Up to 30 Mbps Internet

Dependable and fast internet access for email, web browsing, video streaming and all your social media needs with equally fast uploads.

Net cost to Lifeline customer: \$15 per month

New HOLSTONCONNECT, LLC customers must choose a plan upon enrollment. Existing HOLSTONCONNECT, LLC customers who wish to switch plans may do so at www.HolstonConnect.com or by calling (423) 272-8821.



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3. INTERNATIONAL CALLING.

HOLSTONCONNECT, LLC does not currently offer International Calling for Lifeline service.

4. SERVICE END DATE, DEACTIVATION AND REACTIVATION.

As a HOLSTONCONNECT, LLC customer, You will receive three hundred and sixty-five (365) service days upon Your enrollment and activation in the HOLSTONCONNECT, LLC Lifeline Program and another three hundred and sixty-five (365) service days following each successful annual re-certification for Your continued program eligibility in the HOLSTONCONNECT, LLC Lifeline Program. If You fail to complete Your annual re-certification, You will be de-enrolled from the HOLSTONCONNECT, LLC Lifeline Program. Upon de-enrollment from the HOLSTONCONNECT, LLC Lifeline Program, You will cease receiving the free allotment of long-distance minutes. If You are de-enrolled, Your phone will remain active and You may continue to use Your phone so long as You have available service days remaining. If You are de-enrolled from the HOLSTONCONNECT, LLC Lifeline Program and You allow Your remaining service days to go "past due," Your phone service will be deactivated. If You choose to reactivate Your phone by completing the annual re-certification within sixty (60) days after Your re-certification due date, You will be re-enrolled in the HOLSTONCONNECT, LLC Lifeline Program.

If Your service is deactivated, You may reactivate Your service by either reenrolling in the HOLSTONCONNECT, LLC Lifeline Program (if eligible) or purchase any of the other non-Lifeline HOLSTONCONNECT, LLC service options. Upon reactivation of Your phone, You may be assigned a new telephone number and HOLSTONCONNECT, LLC reserves the right to assess a Reactivation Fee of up to thirty dollars (\$30.00) to reactivate service.

If You have been de-enrolled from the HOLSTONCONNECT, LLC Lifeline Program and are not eligible to re-enroll but You wish to keep Your service active, You must purchase another non-Lifeline HOLSTONCONNECT, LLC service option. To prevent any interruption in Your phone service, please keep Your service active by timely completing Your annual recertification as required by the HOLSTONCONNECT, LLC Lifeline Program or, if no longer eligible, by purchasing and adding non-Lifeline HOLSTONCONNECT, LLC service before Your Service End Date.

5. OUR RIGHT TO TERMINATE YOUR HOLSTONCONNECT, LLC SERVICE.

You agree not to give away, resell or offer to resell the HOLSTONCONNECT, LLC phone or Service provided by the HOLSTONCONNECT, LLC Lifeline Program. You also agree Your HOLSTONCONNECT, LLC phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. HOLSTONCONNECT, LLC CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE HOLSTONCONNECT, LLC LIFELINE PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You:

- (a) violate any of the terms and conditions of service;
- (b) lie to HOLSTONCONNECT, LLC or attempt to defraud HOLSTONCONNECT, LLC;
- (c) allow anyone to tamper with Your HOLSTONCONNECT, LLC service;



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- (d) threaten or commit violence against any of HOLSTONCONNECT, LLC's employees or customer service representatives;
- (e) use vulgar and/or inappropriate language when interacting with HOLSTONCONNECT, LLC's representatives;
- (f) steal from HOLSTONCONNECT, LLC;
- (g) harass HOLSTONCONNECT, LLC's representatives;
- (h) interfere with HOLSTONCONNECT, LLC's operations;
- (i) engage in abusive messaging, emailing or calling;
- (j) modify Your devices or services from its manufacturer's specification; or
- (k) use the service in a way that adversely affects HOLSTONCONNECT, LLC's or its Carriers' networks or the service available to HOLSTONCONNECT, LLC's other customers.

HOLSTONCONNECT, LLC reserves the right to, without notice, limit, suspend or end Your service for any other operational or governmental reason. In addition to permanently terminating Your Service, criminal offenses (i.e. selling or giving away Your HOLSTONCONNECT, LLC Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

6. UNAUTHORIZED USAGE; TAMPERING.

The HOLSTONCONNECT, LLC services and associated equipment is provided exclusively for use by You, the end consumer with the HOLSTONCONNECT, LLC Service available solely in the United States. Any other use of Your HOLSTONCONNECT, LLC services and/or equipment, including without limitation, any resale, is unauthorized and constitutes a violation of Your agreement with HOLSTONCONNECT, LLC. You agree not to tamper with or alter Your HOLSTONCONNECT, LLC provided equipment or its software, enter unauthorized PINs, engage in any other unauthorized or illegal use of Your HOLSTONCONNECT, LLC equipment or Service, or assist others in such acts, or to sell and/or export HOLSTONCONNECT, LLC equipment outside of the United States. These acts violate HOLSTONCONNECT, LLC's rights and state and federal laws. Improper, illegal or unauthorized use of Your HOLSTONCONNECT, LLC phone is a violation of these HOLSTONCONNECT, LLC Lifeline Terms and Conditions of Service and may result in immediate discontinuance of Services and legal action against You. HOLSTONCONNECT, LLC will prosecute violators to the fullest extent of the law. You agree that any violation of these HOLSTONCONNECT, LLC Lifeline Terms and Conditions of Service through Your improper, illegal or unauthorized use or sale of Your HOLSTONCONNECT, LLC equipment shall entitle HOLSTONCONNECT, LLC to recover liquidated damages from You in an amount of not less than \$5,000.

7. COVERAGE MAPS.

You will find coverage maps on HOLSTONCONNECT, LLC's website at www.HOLSTONCONNECT.com. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. HOLSTONCONNECT, LLC is limited on the geographic area in which it can offer Lifeline service based on federal requirements. HOLSTONCONNECT, LLC does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage,



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signal strength, traffic volumes, service outages, network changes, technical limitations, and Your equipment may interfere with actual service, quality and availability.

8. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT.

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's telephone and/or broadband system. At any time, HOLSTONCONNECT, LLC reserves the right to substitute and/or replace any HOLSTONCONNECT, LLC equipment with other HOLSTONCONNECT, LLC equipment of comparable quality. HOLSTONCONNECT, LLC does not warrant or guarantee the availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither HOLSTONCONNECT, LLC nor any Carrier, shall have any liability for service failures, outages or limitations of Service.

9. RETURN/REPAIR/REPLACEMENT POLICY

Equipment provided through HOLSTONCONNECT, LLC may be returned within fourteen (14) days of purchase for a refund of the purchase price. Terms of this return policy are subject to change. Returned products may be subject to a restocking fee of up to \$25. This return policy applies only to equipment purchased directly from HOLSTONCONNECT, LLC.

10. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND.

HOLSTONCONNECT, LLC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. HOLSTONCONNECT, LLC CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF. HOLSTONCONNECT, LLC DOES NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

11. EMERGENCY CALLS.

HOLSTONCONNECT, LLC customers have access to 911. HolstonConnect, LLC has more than a reasonable amount of back-up power to ensure functionality without an external source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as set forth in 47 C.F.R. 54.202(a)(1)(ii). HOLSTONCONNECT, LLC recommends Lifeline customers purchase and install individual UPS battery backup units on their HOLSTONCONNECT, LLC provided telecom equipment, standards of which are listed on www.HOLSTONCONNECT.com/batterybackup



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12. LIMITATION OF LIABILITY.

HOLSTONCONNECT, LLC is not liable to You for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. HOLSTONCONNECT, LLC will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties.

13. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless HOLSTONCONNECT, LLC, its officers, directors, employees, and agents from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from Your use of a HOLSTONCONNECT, LLC equipment and/or use of the HOLSTONCONNECT, LLC Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

14. BINDING ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR HOLSTONCONNECT, LLC PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THE HOLSTONCONNECT, LLC AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of Your relationship with HOLSTONCONNECT, LLC, arising out of or relating to the HOLSTONCONNECT, LLC Service or any equipment used in connection with the HOLSTONCONNECT, LLC Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude HOLSTONCONNECT, LLC from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of Your HOLSTONCONNECT, LLC phone, its software, the HOLSTONCONNECT, LLC Service and/or PIN numbers, in state or federal court. References to You and HOLSTONCONNECT, LLC include each party's respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to HOLSTONCONNECT, LLC by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by these HOLSTONCONNECT, LLC Lifeline Terms and Conditions of Service. The AAA



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Rules are available online at www.ADR.org or by calling the AAA at 1 (800) 778-7870. You and HOLSTONCONNECT, LLC agree that use of the HOLSTONCONNECT, LLC Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of these HOLSTONCONNECT, LLC Lifeline Terms and Conditions of Service. You and HOLSTONCONNECT, LLC agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, You agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between You and HOLSTONCONNECT, LLC in accordance with the AAA Rules, except that HOLSTONCONNECT, LLC will reimburse You for the amount of the filing fee in the event You prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, You waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless You and HOLSTONCONNECT, LLC agree otherwise, the location of any arbitration shall be Kansas City, Missouri. Except where prohibited by law, You and HOLSTONCONNECT, LLC agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither You nor HOLSTONCONNECT, LLC shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction. Notwithstanding the provisions of this Section, You may file a complaint with the applicable state regulatory commission. If either You or HOLSTONCONNECT, LLC is not satisfied with the outcome of the complaint before the state regulatory commission, either party may request arbitration as described in this Section as its only remedy.

15. TAXES AND SURCHARGES.

HOLSTONCONNECT, LLC charges state and local sales tax. Pricing listed on the HOLSTONCONNECT, LLC website or in advertising for service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of HOLSTONCONNECT, LLC service regardless if the subscriber was the actual user of service. Taxes and surcharges may include sales, gross receipts, use and excise taxes, other taxes, E-911 and 911 charges and federal and state universal service fees. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. HOLSTONCONNECT, LLC collects sales tax on all HOLSTONCONNECT, LLC service plans and may also collect federal and/or state regulatory fees. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority. Taxes and fees are subject to change without notice.



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16. GOVERNING LAW.

This Agreement shall be construed under the laws of the state in which Services are provided, without regard to its choice of law rules, except for the arbitration provision contained in these HOLSTONCONNECT, LLC Lifeline Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services.

17. PRIVACY POLICY.

To view the HOLSTONCONNECT, LLC Privacy Policy, refer to the HOLSTONCONNECT, LLC website found at www.HOLSTONCONNECT.com.

Last updated 06/22/2020