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**NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") is a service provided by Nexus Communications, Inc., ("Nexus")**

Existing NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") tariffs govern the Services. Tariffs which are officially on file with the various state public utilities commissions and the Federal Communication Commission ("FCC") supersede any terms related to the Services.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") may from time to time offer access through its website for users to obtain access to tariffs which are officially on file with the various state public utilities commissions and the Federal Communication Commission ("FCC"). However, users who access tariffs online should be aware that the documents accessible through the website herein may not be the official documents and users assume sole responsibility for any reliance on the tariffs available through this website. NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") bears no responsibility or liability for the accuracy of documents available through this website.

The following NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Terms and Conditions of Service contains extremely important information about your rights as a subscriber, and by qualifying and/or enrolling in the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") service (or Service) and/or by making a call on your NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") you are agreeing to the following Terms and Conditions of service and the following Terms and Conditions of Service are a legally binding agreement between you as the subscriber and Nexus;

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Lifeline service requires: (1) eligibility for Lifeline and Link-Up; and (2) residence within the service coverage area.

**Taxes/Surcharges:**

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscribers are solely responsible for paying all charges including, but not limited to all applicable surcharges, fees, taxes, and regulatory charges. NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscribers are responsible for all charges applicable to Customer. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the Federal Universal Service Fund ("FUSF"). Other regulatory charges may become effective immediately.

**LIMITATION OF LIABILITY:**

NEXUS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL

NEXUS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) damage or injury caused by the use of service or Device, including use in a vehicle; (c) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by Nexus; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, Nexus shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Device provided by or through Nexus, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

**INDEMNITY:**

To the full extent allowed by law, you hereby release, indemnify, and hold Nexus and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Nexus or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF NEXUS. This obligation shall survive termination or expiration of your service with Nexus.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") service blocks access to certain categories of numbers (e.g. 976, 900 and international destinations) at the sole discretion of NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI")

Nexus also reserves the right to change or modify any of these NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") and Conditions of Service at any time and at Nexus' sole discretion.

Your NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") account is non-transferrable.

Any changes or modifications to these NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Terms and Conditions of Service will be binding once posted on the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") website found at [www.tsihomephone.com](http://www.tsihomephone.com).

**Service Activation Fee:**

Your TSI Home Phone™ account requires a Service Activation Fee ("SAF"). A portion of your Service Activation Fee ("SAF") may be paid by your eligibility for Link-Up. However you are solely liable for the remaining balance, if any, to the Service Activation Fee ("SAF") not covered by Link-Up. Your TSI Home Phone™ Service Activation Fee ("SAF") varies per state. For residents in the States of Wisconsin and Oklahoma there is no Service Activation Fee. For residents in the States of Alabama, Arkansas, Florida, Kansas, Kentucky, Georgia, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee and Texas, the Service Activation Fee is \$120.00. For residents in the State of Illinois, the Service Activation Fee is \$110.00. For residents in the States of Michigan, the Service Activation Fee is \$70.00. For residents in the State of Ohio, the Service Activation Fee is \$60.00.

**Optional Deferred Service Activation Fee:**

The remaining balance, if any, to the Service Activation Fee ("SAF") not covered by Link-Up will be automatically deferred over a period of twelve (12) months. The amount of the deferred Service Activation Fee ("SAF") not covered by Link-Up will consist of

the total dollar amount of the remaining balance divided by twelve (12).

You will be solely liable to pay for the full Service Activation Fee ("SAF") if you are not eligible for Link-Up.

If your NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") service is ever disconnected or suspended for any reason, a Service Activation Fee ("SAF") and new phone number may be required to reactivate NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") service.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") rates and services are subject to change without notice.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscribers acquire no proprietary interest in any telephone number assigned to their NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") account. NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscribers must accept the telephone number assigned to the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") account at the time of activation, which shall be assigned at the sole discretion of NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI")

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") services are provided at Nexus' sole discretion.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") terms and conditions.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") customer service can be reached by dialing 1-877-870-9111.

**CHARGES YOU ARE RESPONSIBLE FOR:**

You are responsible for paying all charges for or resulting from services provided hereunder. Charges may include, without limitation: recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon Nexus. Nexus reserves the right to add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. Additional charges may apply for detailed information about your usage of services. unless otherwise specifically provided for hereunder any unused allotment of services from one monthly period will not carry over to the next monthly period.

**ACCOUNT ACCESS:**

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") may provide information about and to make changes to *NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI")* subscriber's accounts, including, but not limited to, suspending, deactivating, adding new service, changing service, providing information that my amount to Customer Proprietary Network Information ("CPNI") upon the direction of any person able to provide information NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") deems sufficient to identify you as the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscriber.

Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of

caller identification information. You hereby consent to the use by NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscriber to advise you about our services or other matters NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") may believe to be of interest to you the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscriber. the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") reserves the right to contact you the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscriber by any means regarding customer service related notifications, or other such information.

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### **Overview of the Lifeline and Link-Up Program**

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") service offering is a part of a program that derives from the Universal Service Fund. The part of the program that NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") offers to qualified subscribers is called the Lifeline and Link Up program. Lifeline and Link Up provide discounts that make telephone service (and wireless service) more affordable for more than 7 million Americans. The wireline and wireless companies that provide Lifeline and Link-Up are approved to participate in the low income program of the Universal Service Fund for the revenue they forgo by providing discounted service to eligible consumers.

What is Lifeline Support?

Lifeline is essentially monthly support that lowers the cost of monthly local wireline or wireless telephone service. An eligible customer may receive the Lifeline discount on either a wireline or wireless connection, but the discount is available for only one telephone connection per household. Lifeline support is essentially a monthly support amount that varies between states, and eligible consumers can receive up to \$10.00 per month in Lifeline subsidies.

What is Link Up Support?

Link Up is essentially a one-time support that reduces the one-time cost associated with initiating telephone service to an eligible consumer. Link Up discounts reduce the cost of either wireline or wireless service. An eligible consumer may only receive the Link Up discount once, unless that consumer moves to a new residence. Consecutive discounts at the same address are not allowed. Carriers that provide Link-Up only to eligible consumers who qualifying for Link Up support.

In order to qualify for and participate in the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Lifeline and Link Up service offering, a person must meet certain state and federal eligibility requirements that can be unique to the particular state where the subscriber resides and the Service is to be provided.

These state and federal eligibility requirements are based on several factors. Eligible subscribers can qualify for the Lifeline and Link Up program one of two ways; Either through what is known as 1) Program Based Eligibility or 2) Income Based Eligibility.

### **PROGRAM BASED ELIGIBILITY:**

Generally under the Program Based Eligibility criteria, subscribers are eligible to receive Lifeline discounts if they participate in one or more of the following programs:

- Medicaid
- Food Stamps
- Supplemental Security Income (also know as SSI)
- Federal Public Housing Assistance (Section 8)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch program's free lunch program
- Temporary Assistance for Needy Families Program (TANF)

Program Based Eligibility criteria varies by state. To determine if your state provides service in your area you should refer to the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") website found at [www.tsihomephone.com](http://www.tsihomephone.com).

Generally under the Income Based Eligibility criteria, subscribers are eligible to receive Lifeline discounts if their total combined household income meets the Income Poverty Guidelines as defined by the U.S. Government. Income based criteria varies by state.

**INCOME BASED ELIGIBILITY:**

To demonstrate eligibility based upon Income Based Eligibility criteria only, please fax or mail the following information:

Assigned NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Lifeline and Link-Up application form signed and dated along with documentation demonstrating proof of income and total amount of household income for last year (Example: income tax return form, W2 form).

Some states do not offer Income Based Eligibility criteria for Lifeline and Link-Up. Please review the state specific requirements for Income Based Eligibility criteria before submitting an Income Based Eligibility application.

Some restrictions on NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Lifeline and Link Up Service application requirements include, but are not limited to:

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Lifeline and Link Up Service offering is limited to one (1) per household; All potential subscribers applying for the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Lifeline and Link Up Service offering must declare under penalty of perjury that:

Applicant authorizes Nexus, Inc., d/b/a NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") or its duly appointed representative (s) to access records relating to applicant, applicant's family, that may reside in any state or federal database to verify applicant's eligibility for the Lifeline/Linkup program;

Applicant authorizes representatives of any state or federal assistance programs to discuss with and/or provide copies of or records relating to applicant if requested by NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI")

Applicant authorizes representatives of any state or federal assistance programs to verify applicant's participation in any state or

federal assistance programs and applicant's eligibility for Lifeline or Link-Up service;

Applicant will notify NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") if and when applicant no longer participates in at least one of the qualifying state or federal assistance programs;

Applicant certifies that applicant has not utilized Link-Up at applicant's existing address;

Applicant certifies that applicant does not currently have Lifeline service and no other resident at applicant's residential address participates in the Lifeline program;

If Applicant has Lifeline service now applicant agrees to cancel applicant's current Lifeline support in favor of NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI")

Applicant affirms that applicant is over eighteen, head of household and that applicant is not claimed as a dependant on another person's federal or state income tax return;

Applicant agrees to notify NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") if applicant has a change of address;

Applicant affirms under penalty of perjury, that the foregoing representations are true and correct to the best of applicant's knowledge and belief.

Upon written request, applicants who do not meet the eligibility requirements will be provided with the reason for non-eligibility.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") cannot certify or verify your eligibility for Lifeline Link-Up service without the submission of your Social Security Number. NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") The information is strictly confidential and will not be disclosed without your consent. If you submit your Social Security Number online your personal information is Secure Socket Layer (SSL) encrypted.

#### **Description of Annual Recertification/Verification**

For applicants who successfully submit a NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") application if and when required and for applicants who meet the specific eligibility requirements, those approved applicants will receive a discount off their monthly service (Lifeline) and a discount off their Service Activation Fee (Link-Up).

Nexus reserves the right to determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate and/or continue to participate in the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Service.

The actual discount eligible subscriber's will receive on a monthly basis varies from state to state.

Every NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Service enrolled subscriber will be required to re-qualify on an annual basis to remain eligible to receive benefits under the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") program. Each NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscriber is required to re-qualify for the Lifeline and Link-Up program pursuant to the appropriate federal and/or state rules associated with verification of Lifeline and Link-Up.

Nexus reserves the right to determine at its sole discretion if a NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscriber meets the annual Recertification/Verification requirements and if the subscriber fails to re-qualify for NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Service.

If Nexus determines that a customer fails to re-qualify for NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Service, such customer will immediately be deemed ineligible to participate in the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Service and will no longer receive the monthly Lifeline discount. Once a customer no longer participates in the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") Service (either by choice, disqualification, cancellation or termination), such customer may retain the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") handset.

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscribers who fail to meet the annual Recertification/Verification requirements, may remain as a Nexus customer however that subscriber will no longer receive the monthly Lifeline discount.

Upon the request of a state and/or federal authority, a NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") customer's enrollment may also be cancelled. NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") reserves the right to cancel the enrollment of any customer and suspend or deactivate any NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") phone for any fraud related reasons.

#### **OPTION TO DE-ENROLL.**

NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") subscribers have the ability to de-enroll from the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") program at any time for any reason. Subscribers who choose to de-enroll from the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") program will no longer be entitled to receive the monthly Lifeline discount. Subscribers who choose to voluntarily de-enroll from the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") program will be required to re-qualify for the Lifeline and Link-Up program pursuant to the appropriate federal and/or state rules associated with verification of Lifeline and Link-Up. Subscribers who choose to voluntarily de-enroll from the NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") program will be required to do so in writing and must provide NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") program sufficient information for NEXUS COMMUNICATIONS, INC., DBA TSI ("TSI") to conclusively determine the de-enrolling subscriber's identity. All voluntarily de-enrollments should be sent to:

Nexus Communications, Inc., dba TSI ("TSI")

P.O. Box 247168

Columbus, OH 43224

Voluntarily de-enrollments can also be sent in writing via fax to: 740-548-1173

#### **SUPPORTED SERVICES**

**Voice Grade Access to the Public Switched Telephone Network:** Voice grade access to the public switched telecommunications network ("PSTN") is a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating there is an incoming call in a bandwidth, at a minimum, between 300 and 3,000 Hertz. Nexus service provides wireless access to the Public Switched Network.

**Dual Tone Multi-Frequency ("DTMF") Signaling or Its Functional Equivalent:** DTMF is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time. All Nexus provided telephone handsets are DTMF-capable.

**Access to 911 and E911 Emergency Service:** Access to Emergency Service is a service that permits a subscriber, by dialing the three-digit code 911, to call emergency services through a Public Service Access Point (PSAP) operated by local government.

**Access to Operator Services:** Access to operator services is access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.

**Access to Interexchange Service:** Access to interexchange service is a service that permits a telecommunications user to complete a long distance call or toll call.

**Access to Directory Assistance:** Access to directory assistance is access to a service of making available to customers, upon request, information contained in directory listing.

**Toll Limitation Service:** Nexus subscribers have the optional ability to use their service to complete a long distance call or toll call in an amount of service that limits the amount of service to which they have already paid.

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