



**INTOUCH
AMERICA**

Reliable Wireless Solutions at Affordable Prices
P.O.Box 571207, Tarzana, CA 91357
Phone: 818-345-9000 Fax: 818-345-0876

INCLUDE COPY OF ONE OF THE FOLLOWING:

- STATE DRIVER'S LICENSE
- STATE DMV PHOTO ID
- PASSPORT

PERSONAL INFORMATION (RESPONSIBLE PARTY)			BILL TO:		
LAST NAME	FIRST NAME	MI	LAST NAME	FIRST NAME	MI
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
PHONE	FAX		PHONE	FAX	
SOCIAL SECURITY #:					
DATE OF BIRTH	DRIVER'S LICENSE #		REFERRED BY:		
ADDRESS (IF LESS THAN 2 YEARS AT ABOVE)			AGENT: Website		
CITY, STATE, ZIP			FOR OFFICE USE ONLY		
EMPLOYER (NAME OF COMPANY)			<input type="checkbox"/> NEW <input type="checkbox"/> EXISTING <input type="checkbox"/> SEPARATE <input type="checkbox"/> COMBINE		
STREET ADDRESS			CREDIT:		
CITY			<input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED BY:		
PHONE			SERVICE ACTIVATION FEE:		
			<input type="checkbox"/> \$36 <input type="checkbox"/> WAIVED		
			CUSTOMER ACCT #		

IMMEDIATE ACTIVATION INFORMATION

MOBILE NUMBER	ESN	RATE PLAN	INITIAL	ACTIVATION DATE

SUBSCRIBER AUTHORIZATION

I certify to the truth of my statements above and authorize InTouch America (ITA) to obtain credit reports in connection with this application and to verify with any person this information contained herein and in any update or renewal thereof. Falsified statements are grounds for denial or termination of service. If it does so, I will, upon request, be informed of the name of any credit bureau that is contracted. I understand that a one-time service activation fee of \$36 per line will be charged. This statement shall be binding when accepted by ITA. All invoices are due upon receipt and past due after the twentieth calendar day from the statement date. Upon termination of customer's cellular service with ITA, the outstanding balances on customer's account become due and payable. Customer ESN on this contract will not be released until the account has been paid in full. Should customer violate this contract, customer agrees to pay ITA for reasonable collection and attorney fees, including outstanding monies owed on account. ITA provides cellular telephone service according to the terms and conditions set forth in tariffs. My signature below acknowledges that I have carefully read and fully understand and agree with each and every provision on this document including terms and conditions set forth on the reverse side. I understand that to cancel my cellular service I must do so in writing to ITA. I agree to fully comply with all polices and procedures set forth within that contract and within ITA tariffs. If signing on behalf of a subscriber, I hereby warrant that I am duly authorized to sign on behalf of that subscriber.

Subscriber Signature: _____ **Date:** _____

Terms & Conditions

1. ACCEPTANCE: Customer offers to subscribe to cellular services from InTouch America (ITA) under the terms and conditions obtained in ITA's tariff and herein. This agreement is only a summary of the tariff. The tariff may change from time to time in accordance with the rules of the California Public Utilities Commission (CPUC). ITA shall not be bound by terms & conditions in Customer's purchase order or elsewhere. This document is an offer by the customer, which will become a contract when ITA commences service.

2. PRIVACY ON YOUR CELLULAR PHONE: Cellular telephone systems use radio channels to transmit voice and data communications over a complex network. Conversations are very difficult to intercept because of the unique design of the network. Calls are assigned randomly to any of the hundreds of radio channels at various locations. Although federal and state laws make it illegal for third parties to listen in on cellular calls, complete privacy cannot be guaranteed.

3. EQUIPMENT: This agreement pertains only to cellular service and its optional features provided by ITA. ITA does not assume any responsibility for the condition or fitness of any subscriber owned or rental equipment.

4. RATES AND CHARGES: **A)** Chargeable time for calls originated by a mobile radio unit begins when a connection is established to the company facilities & ends when the mobile radio unit disconnects. Charges may result even if the call is not completed. **B)** Chargeable time for calls received by mobile radio unit begins when the call is answered and ends when the mobile radio unit disconnects. **C)** Usage on each call is rounded up to the next minute for billing purposes. **D)** When a connection is established in one rate period and ends in another, the rate in effect is the rate for each period. **E)** Saturdays & Sundays are always considered off-peak airtime. Definition of evening off-peak airtime from Monday through Friday varies based on the underlying provider. **G)** Service Establishment fee is \$36 per number to process an order for activation of access number, per number. **H)** There will be a \$15 fee to add or remove optional features, change of equipment (Electronic Serial number change), change long distance carriers, temporarily suspend or reactivate service, or change an access number, per change. **I)** Subscriber will be billed in advance for all recurring charges and in arrears for airtime usage, tolls and roamer charges. **J)** There will be no credit for incomplete calls, as they are charged at half of the current billing rate. Customer is responsible to pay for all redialed and incomplete calls.

5. DETAILED BILLING: A supplement to the monthly bill listing call details (date, time, number called, length of call, and charges) will be provided for each number unless declined by the customer. A surcharge may apply.

6. SPECIAL CONDITIONS AND RULES: **A)** Service is furnished for use by the customer. **B)** An access number shall not appear in more than one mobile radio unit. **C)** ITA may at its sole discretion and in order to safeguard its interests, require an applicant or customer to make a suitable deposit, plus interest, will be credited to the customer's final bill and any credit balance, which may remain, will be refunded. Deposits may also be returned at any time at sole discretion of ITA. The fact that a deposit has been made neither relieves the customer from complying with ITA's regulations on the prompt payment of bills upon presentation nor constitutes a waiver or modification of the regulations of ITA providing for the discontinuance of service for nonpayment of any sums due ITA for service rendered.

7. PAYMENT OF CHARGES: **A)** The customer is responsible for payment of charges for all services furnished including but not limited to all calls originated by or completed to the customer's mobile unit, a well as any other charges billed to the customer's access number. **B)** ITA may suspend service to the customer if payment has not been received within 30 days of date of invoice. Should service be suspended the customer will be charged \$15 to reconnect service in addition to outstanding charges. ITA will retain the customer's electronic serial number until all charges have been paid. Should charges remain unpaid for 15 days after interruption of service, the customer's account will be closed for non-payment and applicable early termination fees will be assessed. **C)** The customer is responsible to pay ITA for all charges resulting from the origination of mobile calls to points outside the Cellular Geographic Service Area and for other charges or calls billed to the customer's access number. These charges are in addition to the charge for usage. **D)** Payments received after the due date will incur a late payment charge based on the average daily balance at a monthly periodic rate of 1.5% or \$5.00 whichever is greater as permitted by law. These are liquidated damages, and not a penalty. Billing is based on a 30-day cycle, and accounts indicating a balance forward are subject to a temporary interruption in service until payment is received.

8. LIMITATION OF LIABILITY: **A)** ITA's liability to its customer is limited as stated in ITA's tariff filed with the CPUC. **B)** ITA is not liable for any act of omission not attributable to ITA's personnel or equipment and with minor exceptions is liable only to the extent of the customer's basic service charge for any defect, error or omission in the service rendered. **C)** ITA is not liable for lost calls due to radio limitations such as the customer leaving the coverage area or entering areas not adequately covered by the system.

9. ACKNOWLEDGMENT OF CONTRACT: **A)** By signing the face of this agreement the customer acknowledges that this document is an offer which will become a binding and enforceable contract upon commencement of service by ITA. **B)** This agreement may not be amended except in writing and signed on behalf of ITA, or by a change in the tariff.

10. CONTRACT TERM FOR ANNUAL & VALUE PLANS: The contract term for each item provided is TWENTY FOUR (24) months. The customer is responsible of payment of outstanding charges for the period during which service was rendered. If termination occurs prior to Twenty Four (24) full months of service the customer agrees to pay \$249 early termination penalty per mobile number as set forth in tariffs on file with the CPUC. Contract will renew automatically for successive twelve (12) month periods up to a maximum of 3 periods, unless cancelled in writing at least thirty days prior but not earlier than 60 days until the end of the existing contract term.

11. REGULATIONS: The subscriber agrees that a copy of the signed original shall be binding on the subscriber and have the same force and affect as the signed original. The customer has the option to bill their account to business, but there is still a personal guarantor required. In the event of cancellation or non-payment ACC will seek remedy from the guarantor.

12. TERMINATION: Termination must be done in writing. Only the subscriber can terminate service. A fax copy of the termination request will be binding and forcible. Applicable penalties may apply to cancellations on contracted plans. Termination will take place at the end of the customers billing cycle which is the 22nd of each month. There will be no proration of the monthly access fee. If a cancellation request is received after the 22nd of the month, the customer is responsible for the full monthly access fee for the following cycle. We reserve the right to charge back the \$36 activation fee if account is cancelled prior to the end of the initial contract term. The establishment fee is waived only on mobile numbers that fulfill their contractual obligations.

13. COMPLAINTS: Complaints against the cellular provider or its agent should be brought to the attention of the management of the cellular provider. If a satisfactory response is not received from the provider, you may appeal to the California Public Utilities Commission by stating your claims in writing to CPUC-Consumer Affairs: 107 S. Broadway, Rm. 5109 Los Angeles, CA 90012

I have read and accept all the above terms & conditions.

Subscriber Signature: _____

Date: _____

