

# TELMEX USA PREPAID PHONE CARDS

## TERMS AND CONDITIONS

By purchasing or using Telmex USA Prepaid Phone Cards, you consent to the Terms and Conditions below:

1. This Card can be used to place the following types of calls: domestic calls within the United States, international calls from the United States to select countries, domestic calls within Brasil and Mexico, and international calls from Mexico or from Brasil to select countries. Depending on the Prepaid Card purchased Calls may not be made from payphones in the following states: Maryland, Mississippi, Missouri, Oklahoma, South Carolina and West Virginia. The total advertised minutes are available only if they are used in the first call.
2. Card cannot be used to place 700 or 900 number service calls, or to place certain operator-assisted calls such as third-party-billed and collect calls. Call Customer Service or visit [www.telmexusa.com](http://www.telmexusa.com) for complete rates and fee information, a complete list of other available countries and rates for Mexico originated calls. Card works on touchtone phones only and some phones may restrict the use of prepaid cards.
- 3.. International flat rates are higher than U.S. domestic flat rates, differ according to destination called and are subject to change without notice. Rates may be higher for calls made to or from wireless phones; for calls made from a wireless phone, minutes may be charged or decremented by your wireless carrier. A payphone surcharge of up to \$0.99 cents applies to pay phone calls. A weekly maintenance fee up to \$0.99 cents applies for some cards from first use, and weekly thereafter. If all the minutes are not used in the first call, a service charge up to 40% of the value of the minutes will be applied in addition to the usage charge for each call for some prepaid cards. (See prepaid card rates.) Call Customer Service or visit [www.telmexusa.com](http://www.telmexusa.com) for exact rates, surcharge information, and available countries. (Customer Service in the USA = 1-866-209-0537. Customer Service in Mexico = 01-800-290-0537, Customer Service in Brasil = 0-800-721-0015.)
4. Safeguard your Card and PIN. You are responsible for any loss, theft or unauthorized use. Card has no cash redemption value.
5. TELMEX USA and its distributors and agents make no express or implied representations or warranties about their services and disclaim any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. With respect to any allegation, claim, or dispute related to use of the Card, the liability of TELMEX USA and its distributors and agents will be limited to the face value of the Card. IN NO EVENT WILL TELMEX USA ITS EMPLOYEES, AGENTS OR ANY COOPERATING SERVICE PROVIDER(S) BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
6. You and TELMEX USA agree that the exclusive remedy for all disputes arising out of purchase or use of this Card, except for matters you take to small claims court, is arbitration through the American Arbitration Association (AAA) in accordance with Commercial Arbitration Rules and Title 9 of the U.S. Code. YOUR DISPUTE WILL NOT BE HEARD BY A JURY OR IN COURT AND MAY NOT BE MADE PART OF A CLASS ACTION.
7. Card may be suspended or terminated without notice if TELMEX USA has reason to suspect fraudulent use. Card is not refundable.

8. TELMEX USA reserves the right to cancel Cards if it is notified that there are technical problems.
9. Minutes do not expire.
- 10 Call times are billed in 1-minute increments; partial minutes used are charged as full minutes.
11. Service is provided by TELMEX USA, except for Mexico-originated calls, in which case the service is provided by Telefonos de Mexico, S.A. de C.V.
12. If unable to resolve a complaint with Telmex USA, contact the state regulatory agency in the state where Card was purchased.