



TERMS AND CONDITIONS FOR USE OF LONG DISTANCE SERVICES

I. The Service

- a. The Customer may transmit voice, data and other communications to intrastate, interstate and international destinations, depending upon which combination of services the Customer has chosen ("Service") subject to the terms and conditions set by the Company in its Price List.
- b. The Company provides Service on a 7 days per week, 24 hours per day basis to destinations throughout the United States (including Alaska and Hawaii), and to those international destinations listed in the Price List maintained at the Company's office and at www.whidbeytel.com.
- c. The Company has customer service representatives available from 8:30 a.m. to 5:00 p.m. to assist customers with questions about the Service. A Company representative can be reached during these hours at the locations or phone numbers listed below.

II. Charges, Bills and Payment for Service

- a. Service is billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by the Company.
- b. The Price List containing rates, charges and other terms and conditions for the Service can be reviewed during regular business hours at the Company's offices or at www.whidbeytel.com.
- c. The Company or its agent bills for the Service on a usage basis as noted in the table below, and rounds up any fractional period.

Intrastate, Interstate and International (Direct Dialed)	
Initial increment	60 seconds
Each additional increment	30 seconds
Operator Handled	
Initial and additional increments	60 seconds

- d. The Company will pass through to its customers all applicable federal, state and local taxes or surcharges (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration).
- e. If payment in full is not received by the Company or its agent, a late charge of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is less, will be applied to any unpaid balance remaining at the time of the following month's bill preparation.
- f. The Company may require a Customer to make a deposit prior to or at any time after provision of Service. Upon termination of Service, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.
- g. The Company may increase its rates or modify its terms or conditions at any time upon providing approximately ten (10) days advance notice, as practicable. The Company may decrease prices without providing advance notice. The Company may elect to provide such notice by any reasonable commercial method. The Customer is bound by such change unless Customer cancels the Service prior to the effective date of the change.

III. Obligations of Customer

- a. The Customer is responsible for the timely payment of all billed charges for Services or facilities provided by the Company to the Customer, and for payment of the Company's reasonable attorney's fees, whether or not court action is filed, and court costs if the Company is forced to retain an attorney to collect any of its billed charges from the Customer.
- b. The Customer is responsible to prevent the unauthorized use of the Services and is responsible for payment for any such unauthorized use.
- c. The Customer will not use the Company's Service in a manner that interferes unreasonably with the use of the Services by one or more other customers.
- d. The Customer will not use the Company's Service in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.
- e. The Customer will indemnify the Company against any and all liability, including reasonable attorney's fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Service.

IV. Billing Disputes

If the Customer believes that a bill contains an error, the Customer must contact the Company within thirty (30) days of the date of the bill which contains the disputed charge. The Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. The Company will notify you of the results of its inquiry, and either adjust the bill, issue a credit, issue a refund, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay any amount still owed within thirty (30) days after notice from the Company. If the Customer fails to pay this amount within the time required, the Customer's account will be deemed past due and unpaid. In such event, the Company may terminate the Customer's service immediately without any liability whatsoever, at the Company's option. In addition, any payments the Customer withheld pending resolution of the dispute may be subject to a late payment fee.

V. Limitation of the Company's Liability

- a. Except for the gross negligence or intentional misconduct of the Company, the liability of the Company, if any, for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the Service, whether or not caused by the Company, shall not exceed its billed charges for the defective call or calls.
- b. Neither the Company nor its directors, officers, employees or agents will be liable for punitive, indirect, incidental, special or consequential damages.
- c. The Company shall not be liable for any interruption, failure or degradation of Service due in whole or part to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (4) any act or omission by another carrier or other entity affecting the facilities or equipment over which the Service is provided; (5) any negligent acts or omissions by the Customer or defects or failures of the Customer's equipment; or (6) any negligent acts or omissions of third parties.

VI. Refusal, Termination or Suspension of Service

- a. The Company may refuse service to a Customer who fails or declines to make a deposit requested by the Company, and may terminate service ten (10) business days after written notice of termination is mailed to a Customer who fails or declines to increase a deposit in response to the Company's request.
- b. The Company may terminate service ten (10) days after a written notice of termination is mailed to a Customer who has failed to pay a bill for more than thirty (30) days after it was rendered, or that has failed to pay disputed charges determined to be owed to the Company via the Company's billing dispute resolution procedures (see above) for more than thirty (30) days after the end of the dispute resolution proceeding.

- c. The Company reserves the right to establish a credit limit for Customers or classes of Customers, and to suspend Service to a Customer when the Customer reaches the applicable limit.
- d. The Company may suspend or terminate service to a Customer immediately if the Company reasonably believes that the Customer or entities using the Customer's account or facilities are using the Company's services in a manner that: (1) interferes with the use of the Services by one or more other customers; (2) is abusive, illegal or fraudulent; (3) damages the Company's facilities or equipment; (4) is in violation or breach of any of these terms or conditions or the Price List; (5) places excessive capacity demands upon the Company's facilities or Service, or (6) for other reasons as specified in the Company's Price List.

VII. Other Terms and Conditions

Other terms and conditions related to the Company's provision of the Service to the Customer are set out in the Company's Price List available on the Company's Web site or at the Company's office. **USE OF THE SERVICE CONSTITUTES CUSTOMER'S AGREEMENT TO BE BOUND BY, AND TO USE THE SERVICE IN ACCORDANCE WITH, THOSE TERMS AND CONDITIONS.**

VIII. Rates

The rates for the Company's services are as follows:

- a. Bundled rates:

	Minutes Included	Price per month
PureConnect 100	100	\$4.99
PureConnect 300	300	\$15.99
PureConnect 500	500	\$24.99
PureConnect 1000	1000	\$49.99
PureConnect 2000	2000	\$99.99
PureConnect 3000	3000	\$144.99
PureConnect 5000	5000	\$239.99

Monthly amounts (i.e., Minutes and Monthly Charges) shall apply and will be prorated for partial billing periods. Roll-over of minutes month-to-month is not allowed. Rate per minute for usage over plan minutes is \$0.10 per minute.

- b. Intrastate rates:

Anytime Anywhere Plan	WA State	9.9¢/min
Best Rate Plan (\$4.95/month)	WA State	8.4¢/min

c. Interstate rates:

Anytime Anywhere Plan	Continental US Alaska Hawaii	7.5¢/minute 14¢/minute 13¢/minute
Best Rate Plan (\$4.95/month)	Continental US Alaska Hawaii	5.9¢/minute 13¢/min 12¢/min

d. International rates:

Anytime Anywhere Plan	Canada International (Except Canada)	10.9¢/minute Rates vary
Best Rate Plan	Canada (Residential)	8.9¢/minute plus \$3.95/month
	Canada (Business)	8.9¢/minute plus \$5.95/month

e. The foregoing rates are for direct dial calls. Higher rates apply for operator-assisted calls. International rates vary by country of destination and by call type (to wire line or wireless). The rates are available at www.whidbeytel.com, by calling a Company business office, or by writing to the Company.

Whidbey Telecom Long Distance
14888 SR 525
Langley, WA 98260
(360) 321-1234

Whidbey Telecom Long Distance
1957 Johnson Road
Point Roberts, WA 98281
(360) 945-1234

**IMPORTANT CUSTOMER NOTICE:
YOUR USE OF THE SERVICE (PLACEMENT OF LONG DISTANCE CALL)
CONSTITUTES YOUR ACCEPTANCE
OF THESE RATES, TERMS AND CONDITIONS
AND THOSE SET OUT IN THE PRICE LIST**