

Long Distance Terms and Conditions:

1. **TERM OF SERVICE**: Service shall be provided on a month to month basis, unless specified elsewhere in this Agreement. If customer has a Term Agreement, at the expiration of the Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis, until canceled by either party on thirty (30) days notice; provided, however, that the Service Charge during such period shall be the then current monthly rate as published on Company's website or Company's standard price list.

2. **PAYMENT**: Customer is responsible for timely payment of all charges for facilities and services furnished by the Company, including all applicable federal, state, local sales, use and excise taxes and fees. Bills are due and payable upon receipt. Any amount not received within 15 days after the invoice date listed on the bill will be subject to a late charge of 1-1/2% per month or the maximum rate allowed by law, whichever is less. Checks returned for insufficient funds or non-existent accounts are subject to a \$25.00 return check charge. Customer must notify Company of any disputed amounts. All disputes concerning or affecting payment of bills for charges totaling \$10,000 and above shall be resolved through binding arbitration.

5. **LIMITATIONS OF LIABILITY**: COMPANY'S LIABILITY FOR DAMAGES, ACTUAL OR CONSEQUENTIAL, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION, OR FAILURE IN FACILITIES, WHICH OCCUR IN THE COURSE OF FURNISHING SERVICE(S) OR FACILITIES SHALL NOT EXCEED A CREDIT AMOUNT AS SET FORTH BELOW. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES, ACTUAL OR CONSEQUENTIAL FOR FAILURE OF PERFORMANCE OR OF FACILITIES DUE TO CAUSES BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO ACTS OF GOD, OR COMPLIANCE WITH RULES OR ORDERS OF REGULATORY OR JUDICIAL AUTHORITIES. COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS SERVICE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE MAY BE PROVIDED UNDER SEPARATE CONTRACT.

6. **TERMINATION**: Customer may terminate Service for any reason, provided, however, that all sums then due and payable plus all future monthly charges hereunder shall become immediately due and payable to Company. Company may refuse or terminate Service to Customer for nonpayment of bills, violation or noncompliance with any provision of law, federal or state regulations, and for excessive or improper use of service

7. **CREDIT ALLOWANCES**: If service is ever interrupted for technical difficulties beyond the Customer's control, upon notification, the Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues.

8. **INDEMNIFICATION**: Company, its affiliates, and each of their respective owners, directors, employees, and officers will not be responsible for any third-party claims against Company that arise from Customer's use of the Service. Customer further agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any other damages awarded or resulting from any such Claims.

9. **TIMING OF CALLS**: Call timing begins when the called party answers. Chargeable times for calls ends when one of the parties disconnects the calls. Unless otherwise specified, calls are timed by the Company in six (6) second increments.

10. **SERVICE RATES**: Customer acknowledges that this Agreement is subject to all applicable federal and state laws, rules and regulations, and the Company's published rates, terms and conditions of service available at the Company's offices or website located at [www.ptci.net/longdistance.html](http://www.ptci.net/longdistance.html) .