



**Terms and Conditions**

**AN EXPLANATION OF YOUR FIRST BILL**

The activation fee. The cost of the month’s access until the end of the month (prorated). The cost of next month’s access according to your account. The cost of the Service Plan. Other applicable charges.

**WHAT HAPPENS IF YOU PAY LATE?**

Bills not paid by the specified date on the bill may be subject to a late fee. Bills not paid by the suspension date of the next month will be disconnected from the system. Service will be reconnected only after payment of the full amount due plus a reconnection fee (if account has expired past 30 days) to cover the large administrative expenses of this deactivation/reactivation process. Customers who pay late will very likely lose access for those days. We do not make exceptions for this. If you mailed a check late and found your account suspended, you must provide a credit card for instant reactivation. The check we receive will serve as a credit towards the following period. Communications that the check is in the mail will be ignored. Unpaid accounts past 30 days will result in account suspension. Unpaid accounts after 60-days will result in account termination. Suspension results in deactivating your account until payment has been received. Termination results in completely deleting your record. Suspension generally lasts a month or so until the system administrators ‘clean up’ these accounts, meaning termination. There is no set period for such maintenance. To reactivate a terminated account, you must apply for an account like you did originally, and you must repay an activation fee. Customers who reactivate suspended accounts will ultimately pay for the period the account was suspended up to 30 days, even though you were not able to access the account as an additional penalty for paying late. Customers who fail to pay for services rendered will be referred to a collection agency or legal action.

**INSUFFICIENT OR BAD CHECKS**

Returned checks will result in instant account suspension. To reactivate, you will incur a check charge and a reconnect fee. We may also require that you pay by cash for future payments.

**TAXES**

Except for the amount, if any, of state and local tax stated on the front page of this document, the prices set forth herein are exclusive of any amount for federal, state and/or local excise, sales, use, property, retailer’s occupation or similar taxes. If any such excluded tax is determined to be applicable, than you shall pay to PTCI the full amount of any such tax by the specified date on the bill.

**CREDIT INFORMATION AND DEPOSITS**

You consent to PTCI’s disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of services. At any time, PTCI may require you to make a suitable deposit to be held by PTCI, and you hereby grant PTCI a security interest in such deposit, to secure the payment of all sums due hereunder as well as the performance of all other obligations you may have to PTCI whether now existing or hereafter arising, interest in the amount of that rate required by state law will be paid on your cash deposit for the period during which is held by PTCI. Upon termination of service, PTCI may apply your deposit (and any interest accrued thereon) against your bill or any other amount you owe PTCI.

**CELLULAR**

You are responsible to pay PTCI for cellular airtime charges; SMS and data usage, including cellular services used on other cellular systems not covered by your plan, **including international roamer charges**; recurring monthly access, if any; optional features; any toll charges resulting from the origination of cellular calls to points outside the cellular geographical service area; and other charges or calls billed to your cellular number. Due to delayed reporting between carriers, wireless usage may be billed in a subsequent month, this usage will be charged as if used in the month billed. You accept responsibility for incoming calls to your cellular telephone from the time that you respond to the calls. There is a minimum charge for each connected call. Airtime is billed in increments. Actual airtime usage is rounded up to the next increment for billing purposes. PTCI reserves the right to increase any and all rates upon thirty (30) day notice to you. You may elect to change your plan to another generally available rate plan of PTCI at any time during the term of this Agreement. To qualify for plans, ½ of billable usage must be from PTCI’s Oklahoma Panhandle service area. Provider’s service is limited to authorized User only, is nontransferable and may not be resold.

PTCI is not responsible for the installation, operation, quality of transmission or maintenance of your cellular telephone. Service may be temporarily interrupted, delayed or otherwise limited due to 1) transmission limitations caused by atmospheric and other conditions 2) the availability of radio frequency channels 3) systems capacity limitations 4) coordination with adjacent cellular service providers; 5) equipment modifications, upgrades, relocations, failures, repair, and/or similar activities and; 6) negligence of PTCI. PTCI therefore assumes no duty to provide uninterrupted service to you or your authorized user. PTCI shall have no liability and no credits shall be given to any of the above referenced conductions arising of interruptions, delays or failures in transmission as well as 1) our negligent or willful act; 2: the failure of equipment or service not provided through PTCI facilities and 3) acts of God, fire, riots, government authorities or other causes beyond the control of PTCI. You agree the liability of PTCI, if any for interruptions, delays and failures in transmission of service (service problems) to you, whether caused by the negligence of PTCI, or otherwise is hereby limited to the allowance of a credit in the form of an adjustment for no more than the charges billed by PTCI to you for cellular service for the period during which the service problem occurred, except that no credit shall be given for recurring monthly charges, if any for a service problem of less than 24 hours duration. No credit shall exceed the cellular service charges billed for the period during which the service problem occurred. PTCI has the right to require that credits be applied for upon written request and to deny any request for credit for an alleged service problem where the evidence of such problem is inconclusive, or the request is otherwise unwarranted or insufficient. Except as provided above, you hereby agree that PTCI shall not be liable for, and shall be held harmless by you from and against, and you agree to indemnify PTCI for any and all claims and damages, of any kind, including specifically special or consequential damages, arising out of the use of any service and/or equipment provided under this contract, as well as any damages arising out of or attributed directly or indirectly, to service problems. You understand that for an additional fee, speaker phone equipment is available from numerous sources. This service enables you to use your cellular telephone without holding the receiver, thereby allowing you to use both hands while operating your motor vehicle.

**Customer Initials**