

### 1. THE SERVICE

- (a) The Company provides the means by which the Member may transmit voice, data and other communications of his/her own choosing to intrastate, interstate and international destinations (the "Service") subject to the terms and conditions set by the Company.
- (b) The Company provides Service on a 7 days per week, 24-hour per-day basis to all destinations in the United States (including Alaska and Hawaii), and to those international destinations listed in the international rate sheets maintained at the Company's office.
- (c) The Company has Customer Service Representatives available 8am-4:30 pm to assist all Members with questions or problems regarding interstate or international toll services. A Company representative can be reached during these hours by dialing 866-929-1014.

### 2. CHARGES, BILLS AND PAYMENT FOR SERVICE

- (a) Service is provided and billed on a monthly basis and will continue to be provided and billed until canceled by the Member or terminated by the Company.
- (b) The Price List containing rates and charges for the Company's Services can be inspected during regular business hours at the Company's office at 1304 Main St., Philomath, OR, or 575 W. Willow St., Waldport, OR.
- (c) The Company bills for the Service on a usage basis in, 6-second periods after the first initial 60 seconds and rounds up any fractional period.
- (d) The Company will pass through to its customers all applicable federal, state and local taxes or surcharges (including sales, use excise, gross earnings, and gross income taxes), as well as surcharges to recover the Company's contributions to applicable federal or state funds (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration).
- (e) Payment for all bills rendered by the Company for the Service is due within 15 days after the bill is mailed by the Company to the Member. If payment is not received by the Company within 15 days after rendition of a bill, a late charge of 1.5 percent will be applied to all amounts past due.
- (f) The Company may require a Member to make a deposit prior to or at any time after provision of Service, not to exceed estimated charges for 12 months. Upon termination of service, the deposit will be credited to the Member's account and any credit balance will be refunded after all amounts due the Company have been paid.
- (g) The Company may modify its rates, terms or conditions at any time upon providing 30 days advance notice. The Company may elect to provide such notice by any reasonable commercial



method. Member agrees he/she is bound by such change unless Member cancels the Service prior to the effective date of the change. Such charges shall be included in the Price List.

### **3. OBLIGATIONS OF MEMBER**

(a) The Member is responsible for the timely payment of all billed charges for services or facilities provided by the Company to the Member, 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 Member.

(b) The Member 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.

(c) The Member 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.

(d) The Member will indemnify the Company against any and all liability, including reasonable counsel fees, arising from any claims against the Member for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Member using the Company's Service.

### **4. RESOLUTION OF BILLING DISPUTES**

Billing dispute provisions are found in the Company's Price List available on the Company's website or at the Company's office.

### **5. LIMITATION OF 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 negligence by the Member or defects or failures of the Member's equipment; and (6) any negligent acts or omissions of third parties.



## 6. REFUSAL, TERMINATION OR SUSPENSION OF SERVICE

- (a) The Company may refuse service to a Member that fails or declines to make a deposit requested by the Company, and may terminate service 5 business days after written notice of termination is mailed to a Member that fails or declines to increase a deposit in response to the Company's request.
- (b) The Company may terminate service 5 days after a written notice of termination is mailed to a Member that has failed to pay a bill for more than 15 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 15 days after the end of the dispute resolution proceeding.
- (c) The Company reserves the right to establish a credit limit for Members or classes of Members, and to suspend Service to a Member when the Member reaches the applicable limit.
- (d) The Company may suspend or terminate service to a Member immediately if the Company reasonably believes that the Member or entities using the Member'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 the terms or conditions of this Service Agreement or the Price List; or (5) places excessive capacity demands upon the Company's facilities or Service.
- (e) For other reasons as specified in the Company's Price List.

## 7. OTHER TERMS AND CONDITIONS

Other terms and conditions related to the Company's provision of the Service to the Member are set out in the Company's Price List available on the Company's website or at the Company's office. Use of the Service constitutes Member's agreement to be bound by, and to use the Service in accordance with, those terms and conditions.

YOUR USE OF THE SERVICE (PLACEMENT OF TOLL CALL) CONSTITUTES YOUR ACCEPTANCE OF THESE RATES, TERMS AND CONDITIONS

Updated 02/07/2024