

# Terms and Conditions For Long Distance Services By *Ligtel Communications, Inc.*

The effective date for these Terms and Conditions for Long Distance Service provided by Ligtel Communications, Inc. (the "Company") is September 1, 2009. The Company will provide long distance services ("Service") at the rates, and under the terms and conditions stated herein, as the rates, terms and conditions may be modified from time to time. As used herein, "you" or "your" refers to the individual or entity using or paying for the Service. USE OF THE COMPANY'S SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE RATES, TERMS, AND CONDITIONS.

- 1. AVAILABILITY OF SERVICE.** Subject to the availability of facilities and subject to transmission and like conditions, Service is available for your use twenty four (24) hours a day, seven (7) days a week. The rates for the Service are attached hereto and are incorporated hereto and are incorporated herein by reference.
- 2. USE OF SERVICE.** You may use the Service for any lawful purpose. Any unlawful use of the Service is strictly prohibited and may be grounds for immediate termination of Service by the Company.
- 3. RATES AND CHANGES IN RATES, TERMS AND CONDITIONS.** Current rates are found at website, [www.ligtel.com](http://www.ligtel.com). The Company reserves the right to make price changes for Service or changes in these terms and conditions upon providing 30 days' advance notice. The Company may elect to provide such notice by any reasonable commercial method including, but not limited to, a bill insert or a bill message. By use of the Service, you agree that you will be bound by any change in the rates, terms and conditions of the Service unless you cancel your Service as provided for in paragraph 13 below prior to the effective date of the change. The Company maintains updated rates, term and conditions in its office located at 414 S. Cavin Street; Ligonier, IN 46767 and on its website at [www.ligtel.com](http://www.ligtel.com).
- 4. LIABILITY OF THE COMPANY.** The liability of the Company, if any, for interruption, delays, or failures in transmissions ("Service Problems"), whether caused by the negligence of the Company or otherwise, is expressly limited to credits issued by the Company to you. No credit will exceed the charges billed by the Company to you for the period during which the Service Problem occurred. The Company will issue a credit only when the Service Problem lasts more that twenty-four (24) hours. The Company reserves the right to require you to apply for any such credit in writing. The Company may also deny your request for credit where your evidence is inconclusive or the request for credit is otherwise unwarranted on insufficient.

In no event is the Company liable to any person for any cost, damage or harm whatsoever arising from: (a) your negligence or willful act; (b) the attachment or use of any equipment or wiring by you which you use in conjunction with the service; (c) the use of any facilities of other carriers by the Company in rendering the Service to you; (d) errors or omissions associated with your telephone number or listing information provided via directory assistance; or (e) any acts beyond the control of the Company including, but not limited to: (1) acts of God, riots, fire, flood or other catastrophe; or (2) any law, regulation, directive, or order of any federal or state governmental authority or agency having jurisdiction over the Company. Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, exemplary, or consequential damages.

- 5. INDEMNITY.** You agree to indemnify and hold harmless the Company for any liability with respect to any and all claims and damages, of every kind (including specifically special or consequential damages), arising from your use of the Service. Your indemnity of the Company also extends to: (a) any claims or damages arising out of or attributed, directly or indirectly, to Service Problems; (b) any claims or damages of the owner of your premises or equipment; or (c) any other third party claims and damages.
- 6. NO WARRANTIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PROVISION OF ITS SERVICES, AND EXPRESSLY DISCLAIMS AN IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. PAYMENT.** You will provide the Company with your name, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. All information provided must be accurate, and the Company has the right to access and verify identity and credit worthiness information.

Once Service is activated, you are responsible for paying all charges associated with the Service. Usage charges are billed in arrears. All bills from the Company are due by the 17<sup>th</sup> day after the bill date and are payable at the Company's office designated on the bill.
- 8. CALCULATION OF USAGE.** Charges for usage-based Service offered by the Company begin when the connection is established. Charges are assessed in increments of 1 minute, so any usage of a partial minute will be rounded up to the next minute.
- 9. TAXES, FEES AND SURCHARGES.** In addition to the charges for the Service, you are also responsible for paying all applicable federal, state and local

use, excise, sales or privilege taxes, and all fees chargeable to or against the Company as a result of its provision of Service to you.

**10. BILLING DISPUTES.** If you believe you have been billed in error, you must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old. You 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 by the due date. The Company will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within 30 days thereafter, and if you fail to pay this amount within the time required, your account will be deemed past due and unpaid. In such event, the Company will be entitled to terminate your Service immediately without any liability whatsoever and/or require an additional deposit.

**11. BILLING ENTITY CONDITIONS.** When billing for the Company's Services is performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges.

**12. TERMINATION OF SERVICE BY THE CUSTOMER.** Upon providing the Company adequate information as to your identity, you may terminate Service by notifying the Company. All amounts due under the terms and conditions of the Service plan selected are immediately due and payable.

**13. TERMINATION OF SERVICE BY THE COMPANY.** The Company may immediately terminate or withhold Service to you without incurring any liability whatsoever for the following reasons: (a) nonpayment of any sum due for Service where your charges remain unpaid more than 5 days following the due date outlined in paragraph 7; (b) your acts or omissions which constitute, in the reasonable opinion of the Company, a violation of or a failure to comply with any term of this agreement, and where such violation or failure to comply with a term of this agreement threatens to interfere with the Company's operations or its furnishing of Service to, or the use of Service by, another customer of the Company; (c) the implementation of an order of a court of competent jurisdiction, or of a federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing you Service; or (d) where the Company reasonably deems partial or complete termination of Service is necessary to prevent unlawful use of its Service.

In the event your Service is terminated for any reasons stated herein, you will remain responsible for all unpaid Service charges due and owing to the Company. The Company will have the right to apply your deposit and any accrued interest to all cancellation charges and to all associated outstanding charges associated with your Service. If you seek reinstatement of Service following a partial or complete

termination of Service by the Company, you will pay any outstanding amount due before Service will be reinstated: (a) all accrued and unpaid charges.

**14. TESTING AND INSPECTIONS.** Without incurring any liability whatsoever, the Company may, at any time, interrupt the provision of Service to you in order to perform tests and inspections to assure compliance with this contract and/or the proper installation and operation of either your equipment and facilities or the Company's equipment and facilities. The Company may continue such interruption until a noncompliance or improper equipment or facilities identified is corrected.

**15. NO WAIVER.** Based on the circumstances presented, the Company may waive certain of the requirements stated herein. Such waiver will be limited to that set of specific circumstances and will not eliminate your obligation to continue to comply with the terms and conditions stated herein.

## **Long Distance Rates Effective October 1, 2009**

### **Plan 1 –**

- **9¢ Per Minute to anywhere in the US 24 hours a day 7 days a week**
- **\$2.95 monthly recurring Charge**
- **International Call outside the United States (Call Us for Rates)**

### **Plan 2 –**

- **12¢ Per Minute to anywhere in the US 24 hours a day 7 days a week**
- **No monthly recurring Charge**
- **International Call outside the United States (Call Us for Rates)**

### **800 Service –**

- **12¢ per minute (30¢ payphone surcharge applies)**

### **Mexico and International**

- **Please check with our staff for the latest rates**