

**TERMS AND CONDITIONS FOR
INTERSTATE AND INTERNATIONAL
LONG DISTANCE SERVICE**

LONG DISTANCE SERVICE

TERMS AND CONDITIONS

I. Services Provided

- a. The Company provides access to facilities, services and equipment over which our customers may transmit voice, data and other communications of their own choosing to intrastate, and interstate destinations. (5-20-20).
- b. The Company provides long distance (LD) service on a 7 days per week, 24 hours per day basis to all destinations in the United States (including Alaska and Hawaii) and International. T
- c. The Company has customer service representatives available twenty-four (24) hours a day seven(7) days a week to assist its customers with any questions or problems regarding its toll services. A Company representative can be reached during these hours by dialing (800)-448-8260.

II. 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 customer or terminated by the Company.
- b. The Company bills for its toll services on a usage basis. There is a 30-second minimum billing period and billing continues in 6-second increments thereafter. Rates are not mileage or time of day sensitive.
- c. Charges assessed by the Company will include all applicable federal, state and local taxes or surcharges. T
- d. Payment for all bills rendered by the Company for its toll services are due on the 15th or 30th of the month depending on the bill cycle for the account.
- e. No late charge will be assessed upon properly disputed charges (see dispute procedures below).
- f. The Company may require a customer to make an advance payment prior to or at any time after provision of service in accordance with Minnesota PUC Rule 7810.1500. (5-20-20) T
- g. The Company reserves the right to establish a credit limit for the customer, and to suspend LD service to the customer when the customer reaches the applicable limit. T

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LONG DISTANCE SERVICE (Continued)

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. T
- b. The customer will not use the Company's services in a manner that interferes unreasonably with the use of the services by one or more other customers.
- c. The customer will not use the Company's services in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.
- d. The customer will indemnify the Company against any and all liability, 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 over the Company's facilities, services or equipment. T

IV. Resolution of Billing Disputes

- a. If the procedures of this section are followed, the customer may withhold payment relating to disputed items pending resolution of the dispute.
- b. Within 15 days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
- c. The Company shall review the customer's statement of disputed charges, and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.
- d. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
- e. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
- f. If the customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the customer's account shall be deemed to be past due, and subject to termination.
- g. If the disputed service involves intrastate calls, the customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the Minnesota Public Utilities Commission.

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V. Limitation of the Company's Liability

- a. The customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and delivery of messages. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the intrastate and interstate toll services provided shall not exceed its billed charges for the defective call or calls.
- b. Neither the Company, nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.
- 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 any other carrier, including the carrier providing the resold services to the Company, or other entity affecting the facilities or equipment over which the Company services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.
- d. Customer shall hold the Company harmless from any third-party claims arising out of customer's use of the Company's service.

VI. Refusal, Termination or Suspension of Service

- a. The Company may refuse service to a customer that fails or declines to make an advance payment requested by the Company in accordance with MnPUC Rule 7810.1500. T
- b. The Company may suspend or terminate LD 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 services in a manner that: (i) interferes with the use of the services by one or more other customers; (ii) damages the Company's facilities or equipment; or (iii) places excessive capacity demands upon the Company's facilities or service. T

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LONG DISTANCE SERVICE (Continued)

VII. Refusal, Termination or Suspension of Service (with Notification)

The Company may terminate service for any of the reasons listed below 5 business days after a written notice of termination is mailed to the last known billing address of a customer. This termination cannot occur on a Friday, Saturday, Sunday or a legal holiday.

- a. The Company may discontinue service if it finds that customer has furnished false or misleading information in an effort to obtain or retain service.
- b. The Company may discontinue LD service if the customer failed to pay a bill for more than 20 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 10 days after the end of the dispute resolution proceeding. T
- c. The Company reserves the right to suspend service to a customer when the customer reaches the credit limit established by the Company.
- d. The Company may suspend or terminate service to a customer if the Company reasonably believes that the customer or entities using the customer's account or facilities are using the Company services in a manner that: (i) is abusive, illegal or fraudulent; or (ii) involves threatening, annoying, vile, profane, obscene or abusive language.

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LONG DISTANCE SERVICE (Continued)

VIII. RATES

1. Long Distance Plans:

	Monthly Recurring Charge per Line ⁽¹⁾	Minutes Included In Monthly Charge	Rate per Minute ⁽³⁾
1. Residential Unlimited ⁽¹⁾	\$ 22.95	Unlimited ⁽²⁾	\$ See note 2

(1) Residential Unlimited: Plan is only available with Company Provided Voice Line. Monthly Recurring Charge applies once per line for Intrastate and Interstate Calling. (5-20-20)

(2) Unlimited calling is available only to destinations within the continental 48 states and Hawaii.

(3) Per Minute rates apply to Interstate (Alaska) and International calls. Interstate and International rates can be obtained through the business office at Erskine, Minnesota or on the company website at www.gvtel.com.

International toll will be restricted unless specifically requested by the customer. The Customer is responsible for the security of all voice mail systems and any other devices attached to its service and will be responsible for all calls made using this service All associated charges will be the responsibility of the customer whether or not they are the result of fraudulent activity that occurred as a result of the customers failure to secure these devices.

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LONG DISTANCE SERVICE (continued):

VIII. RATES (Continued)

2. A. Flat Rate Plan Option #1 (5-20-20)

a. Rate Period Per minute:

- i. Day \$.1400
- ii. Evening \$.1400
- iii. Night \$.1400

b. Volume Discount Levels

- i. <\$25 none
- ii. \$25 to < \$50 2.5%
- iii. \$50 to < \$100 5%
- iv. \$100 to < \$250 10%
- v. \$250+ 20%

3. B. Flat Rate Plan Option #2 (5-20-20)

a. Rate Period Jurisdiction Rate Per Minute:

- i. Day Interstate \$0.065
- ii. Evening Interstate \$0.065
- iii. Night Interstate \$0.065
- iv. Day Intrastate \$0.14
- v. Evening Intrastate \$0.14
- vi. Night Intrastate \$0.14

b. No volume discounts apply to this rate plan.

Long Distance Flat Rate Plans are billed in six (6)second increments with a thirty (30) second minimum.

International calls are billed at existing International tariff rates.

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LONG DISTANCE SERVICE (continued):

VIII. RATES (Continued)

4. Bundled Rate Plans: (5-20-20)

Rate Plan Monthly Charge: Toll Minutes included Overage charge per
MOU

60 Minute Plan \$5.95	60 minutes \$0.15
200 Minute Plan \$17.95	200 minutes \$0.15
350 Minute Plan \$26.95	350 minutes \$0.15
600 Minute Plan \$43.95	600 minutes \$0.15
1000 Minute Plan \$73.95	1000 minutes \$0.09

Notes on the Bundled Rate Plans

- 1) All Bundled Rate Plans include 60 second rounding for all calls, regardless of time of day.
- 2) International calls are billed at existing International tariff rates.
- 3) No volume discounts apply.
- 4) All monthly recurring charges are billed in advance and prorated (when applicable). Overage charges and international charges will be billed in arrears.
- 5) All bundled minutes are for domestic calling (includes interstate and intrastate calls within the United States.)

Long Distance Monthly Charge of \$3.95 per access line per month (5-20-20)

The Long Distance Monthly Charge applies to each access line picked to Garden Valley Long Distance except lines enrolled in the Residential Unlimited Long Distance Plan. Customers with more than five lines will be charged the maximum of five Long Distance Monthly Charges.

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

5. 800 Services: (5-20-20)

a. EASY 800 Service

Per Minute Rate:

Day \$.1400

Evening \$.1400

Night/Weekend \$.1400

Volume Discount Levels apply to all call types:

<\$25 none

\$25 to < \$50 14.3%

\$50 to < \$100 21.4%

\$100 to < \$250 28.6%

\$250+ 42.9%

Minimum Usage: \$10.00 per 800, 888, or 877 toll free number.

Installations Charges: \$50.00 per account. This fee is waived for customers who convert an existing 800, 888, or 877 number to The Company or The Company is a 1+ customer.

PIN Charge: \$1.50 per number per month

Reconnect Fees: \$50.00 if disconnected for non-payment.

b. EASTSTART 800 Service

Per Minute Rate: \$.2400 24 hours a day

Monthly Fee: The fee is waived for customers that purchase Company 1+

All other Customers Monthly Fee is: \$5.00 per 800, 888, or 877 number.

Installation Charges: \$50.00 per account. Company will waive all monthly fees and installation charges if customer maintains 1+ services with the Company.

PIN Charge: \$1.50 per number per month.

Reconnect Fees: Company 1+ Customers: \$50 if disconnected for non-payment.

All other Customers: \$10 if disconnected for non-payment.

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

Reserved for Future Use

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

6. Directory Assistance:

- a. Application of Rates
 - i. Directory Assistance Charges apply to all calls made to Directory Assistance by dialing an NPA Plus 555-1212. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).
 - ii. Operator Service Charges also apply to calls to Interstate Directory Assistance when these calls are completed with the assistance of a company operator.
 - iii. Charges for Directory Assistance may be billed as station paid, paid third number billed or billed to a calling card. Person-to-Person or Collect Calls for Directory Assistance are not permitted.
- b. Rate
 - i. Per Call \$0.50

7. Operator Services

- a. The Company's operator services, available to pre-subscribed customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis through arrangement with third party providers.
- b. Application of Rates
 - i. An operator surcharge applies to station to station (including collect, calling card and 3rd party), Person-to-Person, credit card and directory assistance calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code ("0", "00" or "1xxx+0") and requests the operator dial the called station.
 - ii. An operator surcharge applies to collect and 3rd party calls.
 - iii. The operator-dialed surcharge is applied in addition to any applicable service charges.

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

7. Operator Services (Continued)

b. Application of Rates (Continued)

iv. The above surcharges do not apply to:

(a.) Calls where a customer cannot otherwise dial the call, due to defective equipment or trouble on the Company LD network.

v. Busy Line Verify and Busy Line Interruptions. This charge is in addition to the initial minute and additional minute charges applicable to a call. Discounts do not apply to Service Charges. When a call is subject to more than one service charge, only the highest service charge applies.

c. Rates:

- Customer Dialed Calling Card Station (0+)	\$ 1.40
- Operator Station (Customer Dialed 0+)	
Collect, Billed to Third Number	1.40
- Operator Station (Operator Dialed 0-)	
Collect, Billed to Third Number, Sent Paid	1.40
- Operator Station (Operator Dialed 0-)	
Billed to Calling Card	1.40
- Person-to-Person (Customer Dialed 0+)	
Collect, Billed to Third Number, Calling Card, Sent Paid	3.15
- Person-to-Person (Operator Dialed 0-)	
Collect, Billed to Third Number, Sent Paid	3.15
- Person-to-Person (Operator Dialed 0-)	
Billed to a Calling Card	3.15
Busy Line Verify	0.95
- Busy Line Interrupt	0.95

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

8. Additional Domestic Direct Dailed Rates

Destination	Rate/Min
Alaska	.14

9. International Direct Dialed Rates

COUNTRY	PER MINUTE RATE	COUNTRY	PER MINUTE RATE
Afghanistan	\$2.23	Cape Verde Islands	\$0.84
Albania	\$0.73	Cayman Islands	\$0.58
Algeria	\$0.66	Central Africa Republic	\$1.40
American Samoa	\$0.93	Chad	\$1.71
Andorra	\$0.52	Chile	\$0.47
Angola	\$2.03	China	\$1.09
Anguilla	\$0.76	Christmas Island	\$0.81
Antarctica	\$0.81	Cocos Island	\$0.27
Antarctica (Scott Base)	\$0.81	Columbia	\$0.74
Antigua (Barbuda)	\$0.66	Congo	\$1.50
Argentina	\$0.68	Cook Island	\$1.84
Armenia	\$1.05	Costa Rica	\$0.77
Aruba	\$0.60	Croatia	\$0.65
Ascension Island	\$1.15	Cuba	\$0.85
Australia	\$0.35	Cyprus	\$0.63
Austria	\$0.42	Czech Republic	\$0.52
Azerbaijan	\$1.67	Denmark	\$0.31
Bahamas	\$0.37	Diego Garcia	\$1.09
Bahrain	\$1.09	Djibouti	\$1.30
Bangladesh	\$1.39	Dominica	\$0.77
Barbados	\$0.75	Dominican Republic	\$0.47
Belarus	\$0.84	Ecuador	\$1.00
Belgium	\$0.38	Egypt	\$1.09
Belize	\$1.07	El Salvador	\$0.80
Benin	\$1.37	Equatorial Guinea	\$1.77
Bermuda	\$0.41	Eritrea	\$1.91
Bhutan	\$1.18	Estonia	\$0.60
Bolivia	\$1.17	Ethiopia	\$1.43
Bosnia-Herzegovina	\$0.84	Faeroe Islands	\$0.48
Botswana	\$0.91	Falkland Islands	\$2.78
Brazil	\$0.75	Fiji Islands	\$1.31
British Virgin Islands	\$0.51	Finland	\$0.35
Brunei	\$0.74	France	\$0.38
Bulgaria	\$0.68	French Guiana	\$0.91
Burkina Faso	\$0.99	French Polynesia	\$1.04
Burma/Myanmar	\$1.73	Gabon	\$1.22
Burundi	\$1.30	Gambia	\$0.84
Cambodia	\$1.81	Georgia	\$1.02
Cameroon	\$1.22	Germany	\$0.35
Canary Islands	\$0.51	Ghana	\$0.82

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

9. International Direct Dialed Rates continued

COUNTRY	PER MINUTE RATE	COUNTRY	PER MINUTE RATE
Gilbert Island	\$1.45	Lithuania	\$1.67
Gibraltar	\$0.68	Luxembourg	\$0.37
Greece	\$0.55	Macao	\$0.92
Greenland	\$0.82	Macedonia	\$0.83
Grenada (incl. Carriacou)	\$0.85	Madagascar	\$1.09
Guadeloupe	\$0.80	Malawi	\$0.96
Guantanamo Bay	\$0.85	Malaysia	\$0.99
Guatemala	\$0.95	Maldives	\$1.15
Guinea	\$1.12	Mali Republic	\$1.54
Guinea Bissau	\$2.00	Malta	\$0.50
Guyana	\$1.21	Marshall Islands	\$0.76
Haiti	\$0.99	Martinique	\$0.88
Honduras	\$0.81	Mauritania	\$0.87
Hong Kong	\$0.59	Mauritius	\$1.03
Hungary	\$0.48	Mayotte Island	\$1.43
Iceland	\$0.59	Micronesia	\$1.46
India	\$1.17	Moldova	\$1.67
Indonesia	\$0.94	Monaco	\$0.43
Inmarsat 871	\$9.51	Mongolia	\$1.77
Inmarsat 872	\$9.51	Montserrat	\$0.90
Inmarsat 873	\$11.45	Morocco	\$0.66
Inmarsat 874	\$11.45	Mozambique	\$0.90
Iran	\$1.34	Namibia	\$2.46
Iraq	\$1.34	Nauru	\$1.43
Ireland	\$0.37	Nepal	\$1.48
Israel	\$0.62	Netherlands	\$0.31
Italy	\$0.40	Netherlands Antilles	\$0.69
Ivory Coast	\$1.62	Nevis	\$0.84
Jamaica	\$0.87	New Caledonia	\$1.28
Japan	\$0.50	New Zealand	\$0.34
Jordan	\$1.57	Nicaragua	\$1.00
Kazakhstan	\$1.67	Niger	\$1.53
Kenya	\$0.93	Nigeria	\$1.09
Kiribati	\$1.45	Niue	\$1.73
Korea, Democratic People's Republic of	\$4.69	Norfolk Island	\$1.73
Korea, Republic of	\$0.63	Norway	\$0.32
Kuwait	\$1.26	Oman	\$1.35
Kyrgyzstan	\$1.67	Pakistan	\$1.48
Laos	\$1.59	Palau	\$1.47
Latvia	\$0.59	Panama	\$0.96
Lebanon	\$1.08	Papua, New Guinea	\$1.07
Lesotho	\$1.18	Paraguay	\$1.10
Liberia	\$0.97	Peru	\$0.95
Libya	\$0.85	Philippines	\$0.73
Liechtenstein	\$0.32	Poland	\$0.57

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LONG DISTANCE SERVICE (Continued)

VIII. RATES (Continued)

9. International Direct Dialed Rates continued

COUNTRY	PER MINUTE RATE	COUNTRY	PER MINUTE RATE
Portugal	\$0.53	Tajikistan	\$1.67
Qatar	\$1.30	Taiwan	\$0.65
Reunion Island	\$1.06	Tanzania	\$1.15
Romania	\$0.70	Thailand	\$0.99
Russia	\$1.67	Togo	\$1.40
Rwanda	\$1.03	Tonga	\$1.48
San Marino	\$0.68	Trinidad/Tobago	\$0.98
Sao Tome	\$1.59	Tunisia	\$0.79
Saudi Arabia	\$1.17	Turkey	\$0.62
Senegal	\$2.41	Turkmenistan	\$1.67
Seychelles	\$1.73	Turks & Caicos Islands	\$0.86
Sierra Leone	\$1.26	Tuvalu	\$1.20
Singapore	\$0.49	Uganda	\$0.88
Slovakia	\$0.52	Ukraine	\$0.69
Slovenia	\$0.65	United Arab Emirates	\$0.77
Solomon Islands	\$1.38	United Kingdom	\$0.23
Somalia	\$1.58	Uruguay	\$1.04
South Africa	\$0.86	Uzbekistan	\$1.67
Spain	\$0.55	Vanuatu	\$3.49
Sri Lanka	\$1.24	Vatican City	\$0.68
St. Helena	\$1.26	Venezuela	\$0.60
St. Kitts	\$0.79	Vietnam	\$1.36
St. Lucia	\$0.80	Wallis and Futuna	\$0.53
St. Pierre/Miquelon	\$0.80	Western Samoa	\$1.15
St. Vincent/Grenadines	\$0.86	Yemen, Republic of	\$1.08
Sudan	\$0.77	Yugoslavia	\$0.74
Suriname	\$1.45	Zaire	\$0.99
Swaziland	\$0.60	Zambia	\$1.24
Sweden	\$0.25	Zanzibar	\$1.57
Switzerland	\$0.36	Zimbabwe	\$0.77
Syria	\$1.38		

5.4 Rate for Direct Dialed Calls to Canada

Direct dialed calls to Canada will be priced at the following per-minute rates. The aggregate rate for each completed call is measured and rounded to the next higher cent for billing purposes. Calls are rated in billing unit increments of six (6) seconds with a minimum of five billing units for each initiated call.

Canada – Rate per billing unit - \$0.20

5.5 Rates for International Direct Dialed Calls to Mexico

Direct dialed calls to Mexico will be priced at the following per-minute rate. Billing for all rates is in full minute increments, with a one minute minimum. The aggregate rate for each completed call is measured and rounded to the next higher cent for billing purposes.

Mexico rate - \$0.67 per minute