

**TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE  
FURNISHED BY**

TRIANGLE COMMUNICATION SYSTEM (dba Triangle Long Distance)  
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1. Application of Terms and Conditions

These terms and conditions contain the regulations applicable to the provision of Interstate and International Telecommunications Service for telephone calls initiated from aggregator locations through contractual relationships with interstate/interLATA service providers, as defined herein, by Triangle Communication System (hereafter referred to as the "Company"), between and among domestic points in the United States or to international points. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

2. General Regulations

2.1 Service Description

Interstate Telecommunications Service is offered to residential and business Customers of the Company to provide Direct Dial and Toll Free Number services in the United States. All services are provided subject to the terms and conditions set out in this offering.

2.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of services offered herein.

2.3 Undertaking of the Company

- (a) The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided may be utilized only for the transmission of communications by Customers consistent with these terms and conditions.
- (b) The Company shall provide Interstate and International Telecommunications Service as an integral part of the Company's intrastate service offerings. Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours per day, seven days per week.

2.4 Use of Service

The Company retains the right to terminate service without notice for any customer engaging in the following:

- (a) Customers are prohibited from and by their acceptance of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.
- (b) The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- (c) The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.5 Liability of the Company

- (a) In case of the Company's willful misconduct, the Company's liability, if any, is not limited by these terms and conditions. The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under these terms and conditions, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the

course of furnishing service or arising out of any failure to furnish service shall in no event exceed five dollars, or an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue, whichever is less.

- (b) The Company is not liable for any act, omission or negligence of any Local Exchange Carrier, Interexchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any other carrier. Should the Company employ the service of any other common carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.5(a) above.
- (c) Under no circumstances whatever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
- (d) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- (e) The Company is not liable for any damage to Customer's premises or equipment arising out of the connection of any of Company equipment or associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from the Company's negligence or willful misconduct. Customer will indemnify and save and hold the Company harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.
- (f) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer, or due in whole or in part to the failure of Customer-provided equipment or facilities.
- (g) The Company is not liable for damages arising from errors in or omissions of listings in directory assistance records maintained by any other carrier.

#### 2.6 Allowance for Interruption of Service

If, for any reason, the service is interrupted, the Customer will only be charged for the service that was actually used.

#### 2.7 Access to Telecommunications Service

- (a) Telecommunications Service is available to any Customer in any area in which the Company's intrastate services are offered. The Customer may use the Company's Interstate Telecommunications Service by dialing 1 + area code and number. The Customer may use the Company's International Telecommunications Service by dialing 011 + country code and number.

## 2.8 Contract Service Arrangements

- (a) Any service or combination of services may also be provided under a customer specific contract arrangement.
  - (i). Rates, charges, terms and conditions for the contract service arrangements will be developed on an individual basis.
  - (ii). Unless otherwise specified, the rates, charges, terms and conditions are in addition to those specified in other sections of these terms and conditions.

## 3. Payment and Credit Regulations

### 3.1 General Requirements

- (a) Customer shall pay for all charges invoiced for usage of the Company's service hereunder. All bills are due by the 10th day after bill date and are payable to the Company's or Local Exchange Carrier's office as designated on the bill.
- (b) Once service is activated, Customer is liable for the payment of all usage charges for services to be provided by the Company to Customer.
- (c) Charges associated with usage shall be billed in arrears.
- (d) Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer, shall be charged to and payable by Customer in addition to the rates indicated in the Rates for Telecommunications Service.
- (e) In the event the Company must employ the services of attorneys for collection of charges due under these terms and conditions and any separate contract for Special Services, Customer shall be liable for all costs of collection including a reasonable attorney's fee.
- (f) It is the intention of the Company to conform strictly to applicable laws.

### 3.2 Security for Payment

- (a) Authorization to Obtain Credit Information

The Company reserves the right to require all Customers to establish credit worthiness to the reasonable satisfaction of Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.
- (b) Deposit

Prior to service activation the Company reserves the right to require any Customer whose credit worthiness has not been established to the reasonable satisfaction of the Company to make a deposit to guarantee payment of charges. After service activation, if Customer's actual monthly usage exceeds Customer's estimated monthly usage by more than 25% a deposit or additional deposit may be required.

  - (i) The total amount of any security deposit, if required by the Company, shall be a maximum of the Customer's estimated charges for two (2) months' service. Deposits may be applied against any bill(s) owed by Customer to the Company for

service rendered hereunder and installation of service, to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.

- (ii) After the initial thirty (30) days, a deposit will accrue interest at the rate not to exceed six (6) percent per annum.
- (iii) A deposit will be returned by the Company under the following circumstances:

When an application for service has been cancelled prior to service activation, the deposit will be applied to any existing charges incurred in accordance with the provisions of these terms and conditions. The Company agrees to refund the excess portion of the deposit, if any, within thirty (30) days following settlement of Customer's account.

Upon the discontinuance of service, the Company will refund Customer's deposit to the extent that it exceeds any unpaid charges for installation and service to Customer.

- (iv) The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated credit worthiness by paying each and every bill rendered by the Company or its billing agent for service twelve (12) consecutive months following the tender of such deposit.
- (v) The refunding or crediting of Customer's deposit and accrued interest in no way relieves Customer from complying with all the Company's terms and conditions or from tendering payments when due.

### 3.3 Billing Arrangements

#### (a) Unanswered Calls

The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one half minute shall be presumed to have been answered.

#### (b) Billing Entity Conditions

When billing functions on behalf of the Company are 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. In case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Carrier, the Billed Party may file an appropriate complaint with the Federal Communications Commission. The address of the Federal Communications Commission is listed below:

Enforcement Division  
Federal Communications Commission  
Washington, D.C. 20554

### 3.4 Denial of Access to Telecommunications Service by the Company

The Company expressly retains the right to immediately deny the access to service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or
- (b) Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in these Terms and Conditions governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service disconnection; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- (d) Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.
- (e) Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with terms and conditions and the proper installation and operation of the Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- (f) Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undo risk.
- (g) The Company has the right to terminate service without notice for any Customer engaging in the prohibited practices stated in Section 2.4.

### 3.5 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 3.4, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

### 3.6 Reinstitution of Service

If Customer seeks reinstatement of service following denial of access to Telecommunications Services by the Company, Customer shall pay to the Company all accrued and unpaid charges prior to the time service is reinstated. The Company has the right to refuse reinstatement of service to any Customer.

### 3.7 Billing Disputes

In the event Customer disputes any charges billed by the Company, Customer may withhold from payment to the Company the disputed portion of any billing pending resolution of the dispute, provided Customer submits to the Company an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Customer's explanation must be received by the Company within thirty (30) days of the bill date of the disputed bill. The Company shall resolve the dispute, within thirty (30) days of receipt of determination of whether any billing adjustment should be made to Customer's account. In making such determination the

Company will consider all relevant and credible information provided by Customer as well as any other information reasonably available to the Company.

The burden of proof to establish any right to billing adjustments in Customer's favor shall be solely upon Customer. In the event Customer does not agree with the initial determination by the Company relating to amounts in dispute and adjustments, if any, which the Company may agree to make, Customer shall so advise the Company and within ten (10) days following the Company's initial determination shall submit to the Company any additional information which Customer deems pertinent or relevant to the dispute. Within twenty (20) days of the Company's receipt of additional information, the Company shall make its final determination based upon all documentation or information available to the Company. In the event the Company lacks credible evidence to substantiate the Customer's position after a reasonable review of and consideration of such information available, the Company shall notify Customer and, if the Company determines that all or any portion of such disputed amount is still owed, Customer shall be required to tender payment of such amount within ten (10) days thereafter.

If Customer withholds the disputed amount thereafter, or within the time required, fails to provide supporting information in writing which sets out a legitimate basis under these terms and conditions for disputing any charges, Customer's account shall be deemed to be past due and unpaid. In such event, the Company shall be entitled to deny Customer's service immediately and/or require an additional deposit. If the billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to a late payment fee of 1.5 percent per month for the period during which such charges remain unpaid.

3.8 Right to Back Bill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents and purposes of these terms and conditions or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by a Customer.

3.9 Late Payment Charge

In the event that payment is not received by the due date described in Section 3.1(a) above, a late charge of 1.5% per month shall be applied to all amounts past due.



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**RATES APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE  
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1. General
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  - 2.2 Toll Free Number Service
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  - 2.4 Coin Telephone Originated Calls
3. Rates for Direct Dial International Message Telecommunications Service
  - 3.1 Direct Dial Rates for Mexico
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  - 3.3 Direct Dial Rates for Other Countries
4. Promotional Services

## 1. General

### 1.1 Types of Offerings

Direct Dial Interstate Telecommunications, Direct Dial International Message Telecommunications, Toll Free Number and Account Code Billing services are available at the rates listed in this document.

#### (a) Determination of Duration

- (i) For Direct Dial and Toll Free calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board or private branch exchange console.
- (ii) Chargeable time ends when the connection is terminated.
- (iii) Chargeable time does not include the time lost because of faults or defects in the service.

#### (b) Calculation of Billable Time

- (i) Direct Dial Interstate and International calls are billed in thirty second increments, with the remaining seconds, if any, rounded up to the next half minute and billed at the incremental rate.
- (ii) Incoming Toll Free calls are billed in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute.

#### (c) Initial Period

- (i) The initial period for Direct Dial Interstate and International calls is thirty seconds.
- (ii) The initial period for Toll Free calls is one minute.

#### (d) Additional Period

- (i) The additional period for Direct Dial Interstate and International calls is thirty seconds.
- (ii) The additional period for Toll Free calls is one minute.

#### (e) Toll Free Service

The Company provides a toll-free number to a Customer, which allows the Customer (instead of their caller) to be billed for incoming calls.

#### (f) Account Code Billing

The Company bills long distance usage in sections based on three or four-digit codes assigned by the customer.

## 2. Rates for Interstate Services

### 2.1 Direct Dial Calls

- (a) Within the Contiguous United States: \$0.06 per half minute
- (b) To Non-Contiguous United States and Territories: \$0.08 per half minute

### 2.2 Toll Free Service

- (a) Vanity Number Request: \$10.00 per number
- (b) Set-Up / Change Fee: \$10.00 per line
- (c) Monthly Fee: \$2.00 per line
- (d) Incoming Calls from within the Contiguous United States: \$0.14 per minute
- (e) Incoming Calls from Non-Contiguous United States and Territories: \$0.16 per minute
- (f) Incoming Calls from Canada: \$0.16 per minute
- (g) A \$0.60 surcharge applies when the incoming call originates from a payphone.

2.3 Account Code Billing Service

- (a) Set-Up Fee: \$30.00 per account
- (b) Change Fee: \$10.00 per request
- (c) Monthly Fee: \$2.00 per line

3. Rates for Direct Dial International Message Telecommunications Service

International Message Telecommunications Service is available as an additional service at the rates listed in this document, through subscription to any of the Domestic service offerings available from the Company.

3.1 Direct Dial Rates for Mexico: \$0.20 per minute

3.2 Direct Dial Rates for Canada: \$0.14 per minute

3.3 Direct Dial Rates for Other Countries: Please see [www.itsTriangle.com](http://www.itsTriangle.com) or request rate(s) from the Triangle Communications office.

4. Promotional Services

The Company may, from time to time, engage in special promotions of new or existing offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. These promotional offerings are subject to the availability of services and facilities and may be limited to a specific geographical area or to a subset of a specific market group.