



## Terms and Conditions for InterLATA Long Distance Service

FOLLOWING ARE SELECTED SECTIONS OF THE TERMS AND CONDITIONS THAT GOVERN GREAT PLAINS COMMUNICATIONS LONG DISTANCE (THE "COMPANY") PROVISION OF INTERLATA LONG DISTANCE SERVICE (THE "SERVICE") TO YOU. A COMPLETE COPY OF THE TERMS AND CONDITIONS OF SERVICE IS AVAILABLE FOR YOUR REVIEW AT THE COMPANY'S OFFICES LOCATED AT 1600 GREAT PLAINS CENTRE IN BLAIR, NEBRASKA AND ON THE COMPANY'S WEBSITE LOCATED AT [WWW.GPCOM.COM/RESIDENTIAL/LONG-DISTANCE/PRICES](http://WWW.GPCOM.COM/RESIDENTIAL/LONG-DISTANCE/PRICES). BY YOUR SIGNATURE ON THE LETTER OF AUTHORIZATION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS.

- 1. Payment.** Once Service is activated, you are responsible for paying all charges associated with the Service. Monthly Service charges are billed in advance and usage charges are billed in arrears. All bills from the Company are due by the date stated on the bill and are payable at the Company's office as designated on the bill. If a bill is considered to be late or delinquent, a late fee will be assessed, calculated at 1.5% of the unpaid balance or \$10.00, whichever is higher. The late payment fee will apply to unpaid balances of \$5.01 or greater.
- 2. Calculation of Usage.** Charges for usage-based Service offered by the Company begin when the connection is established. Charges are assessed in increments of one minute, with additional seconds rounded up. Where charges for Service vary due to time of day, time periods are defined in the Company's rate tables and are determined by the local time of the location where you make the call. When a call is established in one rate period and ends in another rate period, the rates are based on the portion of your call that occurs within each rate period.
- 3. Terms and Conditions, and Changes.** The Company maintains the Terms and Conditions of Service, including the current rates, in its office located at 1600 Great Plains Centre, Blair, NE 68008 and on its website at [www.gpcom.com/residential/long-distance/prices](http://www.gpcom.com/residential/long-distance/prices). The Company reserves the right to make rate changes for the Service or other changes in these Terms and Conditions of Service upon providing ten (10) days advance notice to you. The Company may provide such notice by any reasonable means, including a bill insert or a bill message. You agree that you will be bound by any change in the Terms and Conditions of Services unless you cancel your Service as provided in Paragraph 7 below prior to the effective date of the change.
- 4. Liability of the Company.** The liability of the Company, if any, for interruption, delays, or failures in transmissions ("Service Problems"), caused by acts of the company other than willful misconduct, 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 than 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 is otherwise unwarranted or insufficient. 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. 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 ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. Indemnity.** You agree to indemnify and hold the Company harmless from 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.
- 7. Termination of Service.** 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. The Company may immediately terminate or withhold Service from you without incurring any liability whatsoever for the reasons set forth in the Terms and Conditions available at the Company's office and on the Company's website.