

TERMS AND CONDITIONS APPLICABLE TO INTERSTATE MESSAGE TELECOMMUNICATIONS SERVICE FURNISHED BY PONDEROSA CABLEVISION D/B/A PONDEROSA LONG DISTANCE

1. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions of service contain all of the regulations and rates which are applicable to the provision of Interstate Message Telecommunications Service by Ponderosa Cablevision d/b/a Ponderosa Long Distance, hereafter referred to as the "Company", from its points of presence in the State of California, to points within the United States and territories specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting service from the Company, the Customer accepts these terms and conditions as a binding agreement between the Customer and the Company. Changes to these terms and conditions may be made by the Company upon thirty (30) days written notice to the Customer. Use of the Company's service after the thirty (30) day notice period shall be construed as the Customer's agreement to the changed terms and conditions.

2. DEFINITIONS

Certain terms used generally throughout these terms and conditions are defined below:

2.1 Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

2.2 Customer

The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or government entity or any other entity, that is responsible for payment of charges and for compliance with terms and conditions specified herein.

2.3 Exchange

The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

2.4 Holiday

One of the following Holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and President's Day.

2.5 Local Exchange Carrier (LEC)

The term "Local Exchange Carrier" denotes any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined Exchange.

2.6 Message Telecommunications Service

The term "Message Telecommunications Service" ("MTS") is a long distance service that utilizes switched access facilities to provide direct dialed station-to-station calls placed from origination points within one specified area to another specified area.

3. GENERAL REGULATIONS

3.1 Service Description

Message Telecommunications Service is offered to residential and business Customers of the Company to provide direct dialed station-to-station calls placed from origination points in California to points within the United States or territories specified herein. All services are provided subject to the terms and conditions set out in this offering.

3.2 Facilities of Other Companies

Certain services are offered by the Company subject to the availability of suitable facilities from the Local Exchange Carrier. In order to provide such service(s), the Company will incur charges and/or liabilities in the Local Exchange Carrier's Access Tariff. Such service(s) will not be provided if facilities cannot be obtained from Local Exchange Carrier.

3.3 Undertaking of the Company

(a) The Company undertakes to provide switched Message Telecommunications Service in accordance with the terms and conditions specified herein.

(b) The Company shall provide Message Telecommunications Service as an integral part of the Company's service offerings.

3.4 Use of Service

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 rule or order promulgated by a regulatory agency with jurisdiction over the service.

3.5 Limits of Liability

The Company shall not be liable for failure, disruptions or interruption in service except as provided in this paragraph 3.5.

(a) The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

(b) In the event an error or omission is caused by the gross negligence of the Company, the Company's liability shall be limited to and in no event exceed the sum of \$2,000.

(c) The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services furnished by the Company shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution of the other service, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect. The Company shall not be liable for consequential, general, compensatory or punitive damages except as provided in this paragraph 3.5

(d) The Company is not liable for any act or omission of any other communications carrier which furnishes a portion of a service.

(e) The Company is not liable for damages associated with service which it does not furnish.

(f) The Customer indemnifies and holds the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

(g) The Company shall in no event be liable for interruptions, delays, errors, or defects in transmission, or failure to transmit when caused by acts of God, fire, war, riots, government authorities, or other causes beyond its control.

3.6 Assignment

(a) Customer shall not assign or transfer the use of the Company's services except that, where there is no interruption or relocation of use, such assignment or transfer may be made to an assignee Customer, whether an individual, partnership, association or corporation, if the Company consents in writing to such assignment and provided that:

1. Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below: and

2. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such assignment or transfer will not be unreasonably withheld.

(b) Any permitted assignment or transfer of the Company's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

(c) Customer shall provide written notice to the Company at least forty-five (45) days prior to the effective date of any requested assignment or transfer. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification. All terms and conditions herein shall apply to any assignee or transferee.

(d) The Company may assign this agreement to another carrier upon written notice to Customer.

4. PAYMENT AND CREDIT REGULATIONS

4.1 Payment of Charges

(a) Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the Customer.

(b) Bills are due and payable upon receipt. The total invoiced amount must be paid within fifteen (15) days of the invoice date. The Company may elect to give Customers written notice that after five (5) days from such notice, or after such longer period as the Company provides, Customer's right to continued use of the service shall be suspended until all payments have been made in full and the Company shall have the right to take such steps as are necessary to terminate Customer's access to the service.

(c) If payment is not received by the payment date, the late payment charge of 1.5% shall apply to the entire unpaid balance for each month or portion thereof that an outstanding balance remains.

(d) Bills may be paid by mail or in person at the business office or duly authorized collector of the Company. All charges for services are payable only in U.S. currency. Payments may be made by cash, check, debit card, credit card, money order or cashier's check.

(e) The Company is not responsible for local telephone charges incurred by the Customer in gaining access to the Company's network.

(f) A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third-party calls, and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the Company) which shall have a five-month back billing period.

(g) Payments returned for insufficient funds/closed accounts will incur a \$7.50 special handling fee.

(h) 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 stated in these terms and conditions.

(i) In the event the Company must employ the services of attorneys for collection of charges due under these terms and conditions, Customer shall be liable for all costs of collection including a reasonable attorney's fees.

4.2 Security for Payment

(a) Authorization to Obtain Credit Information

The Company reserves the right to require all Customers to establish credit to the reasonable satisfaction of the 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 or any permitted assignment, the Company reserves the right to require any Customer whose credit 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 recurring charges exceed Customer's estimated monthly usage, 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 as determined by the Company. Deposits may be applied against any bill(s) owed by Customer to the Company for service rendered hereunder to the extent that such bill(s) are considered past due as specified in 4.1(b).

(ii) Interest at a simple rate of 7.5% per year will be paid for the period during which the deposit is held by the Company.

(iii) A deposit will be returned by the Company under the following circumstances:

When an application for service has been canceled prior to service activation, the deposit will be applied to any existing charges incurred in accordance with the terms and conditions herein. The Company agrees to refund the excess portion of the deposit, if any, within sixty (60) 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 within sixty (60) days.

(iv) The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit by paying each and every bill rendered by the Company for service within the fifteen (15) day period for one year 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 terms and conditions herein or from tendering payments when due.

4.3 Denial of Access to Interstate Message Telecommunications Service by the Company

The Company expressly retains the right to immediately deny the access to 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 five (5) 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. The Company agrees to give Customer five (5) days notice of such violation or failure to comply prior to denial of service; 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 the Customer has failed or neglected to tender any additional or required security deposit within seven (7) days of demand by the Company

4.4 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 4.3, 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 charges applicable to the service offering received by Customer.

4.5 Reinstatement of Service

If Customer seeks reinstatement of service following denial of service by the Company, Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, and (2) a deposit per Section 4, subparagraph 4.2 (b) (i) in order to reinstate service.

4.6 Discontinuation of Service

The Customer's service shall automatically discontinue upon discontinuation of the Customer's subscription to the Company's services described herein.

4.7 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 fifteen (15) days of the bill date of the disputed bill. The Company shall resolve the dispute, within thirty (30) days of receipt of Customer's explanation of whether any billing adjustment should be made into 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 the Customer's favor shall be solely upon the 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 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 the terms and conditions herein 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 may be subject to a late payment fee of 1.5 percent per month for the period during which such charges remain unpaid.

If notice of a dispute with respect to charge is not received, in writing, within 15 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 15 days from the due date stated on the bill will be considered delinquent.

If a Customer has undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in any service and the Company reserves the right not to honor that Customer's request for a change in the responsible party for the account until such undisputed charges are paid in full.

4.8 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 the terms and conditions herein 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 Customer.

5. RATES

5.1 Message Telecommunications Service ("MTS")

(a)

MTS	First Minute	Add'l Minute
(1) Interstate Message Telecommunications Service for the 50 United States and the District of Columbia. Effective April 1, 2019	\$0.109	\$0.109
(2) Interstate Message Telecommunications Service for the 50 United States and the District of Columbia. *Long Distance Plus rate plan offers the first 60 minutes at \$0.00 and each additional minute at \$0.089, plus a monthly recurring fee of \$4.20. Effective April 1, 2019.	\$0.00*	\$0.089*
(3) Interstate Message Telecommunications Service for the 50 United States and the District of Columbia. *"US 50" is a flat-rate discount calling plan available to residential customers only. This plan is not intended to be used to conduct business or used for internet dial-up and/or high-volume data transfers. If it is determined that the plan's use is non-residential in nature or used for internet dial-up and/or high-volume data transfers, the customer will be notified and the plan will be discontinued. US 50 has a monthly recurring fee of \$7.00. Effective April 1, 2019.	\$0.00*	\$0.00*