

Long Distance Terms & Conditions

Everfast Fiber Networks LLC TERMS AND CONDITIONS FOR USE AND ENJOYMENT OF INTERSTATE AND INTERNATIONAL TOLL SERVICES. In this Agreement (Agreement), “you” and “your” mean the customer of Everfast Fiber Networks LLC and “Company”, “we”, “our” and “us” mean Everfast Fiber Networks LLC “Service” or “Services” means the Everfast Fiber Networks LLC state-to-state and international consumer telecommunications services that you use. Your placement of an interstate or international toll call over Everfast Fiber Networks LLC’s network constitutes your acceptance of these terms and conditions.

I. The Service that We Provide to Our Customers

a. The Company is a common carrier and provides access to facilities, services and equipment over which our Customers may transmit voice, data and other communications of their own choosing to interstate and international destinations.

b. The Company provides service on a 7 days per week, 24 hours per day basis to all destinations in the United States (including Alaska and Hawaii) and to those international destinations listed in the international rate sheets.

c. The Company primarily resells to you the interstate and international toll services of larger, facilities-based carriers. The Company endeavors to purchase these services at volume discounts, and to resell them to you at lower rates than you would pay if you purchased service directly from the other carriers. However, resale also means that the Company has no control over outages and other service disruptions on the networks of the other carriers (see limitations of liability below).

d. The Company has customer service representatives available 9:00 AM to 5:00 PM, Central Time, Monday through Friday (excluding Holidays) to assist you with any questions or problems regarding our interstate or international toll services. A Company representative can be reached during these hours by dialing (913) 825-3000.

II. Charges, Bills and Payment for Service

a. Service is provided and billed monthly and will continue to be provided and billed until canceled by you or terminated by the Company.

b. Charges accrue through a full billing period. We may prorate or adjust a bill if the billing period covers less than or more than a full month (for this purpose, each month is considered to have 30 days). To determine the charge for each call, we round up to the next full minute for any fraction of minutes used. We will determine the format of the bill and the billing period, and we may change both the format and billing period from time to time.

c. The Company may restrict international toll, utilizing 011+ dialing pattern, and off-shore domestic toll to non-U.S. countries, utilizing 1+ dialing pattern. Such restrictions, if applied, may be removed by the Company if requested by you, the Customer. You are responsible for your network security management, and you agree to safeguard against unauthorized access to the long-distance network, and to assume financial liability if such security fails. In the event such unauthorized access occurs that stimulates toll usage billing, you are responsible to reimburse the Company for all toll traffic switch expenses incurred caused by the unauthorized access.

d. The Company will pass through to you all applicable federal, state, and local taxes or surcharges (including sales, use excise, gross earnings, and gross income taxes), as well as surcharges to recover the Company's contributions to applicable federal or state funds (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration). We will not provide advance notice of changes to taxes and surcharges except as required by applicable law.

e. You agree to pay us for the services at the prices and charges listed in the applicable Company agreement for the provision of Service. The prices and charges for any call may depend on factors, such as duration of call, type of service or enrollment in Optional Calling Plans. Service types, for example, include direct dialed from home or operator assisted calls. The prices and charges for the Services may also include monthly fees. No late charge will be assessed upon properly disputed charges (see dispute procedures below).

f. The Company reserves the right to implement monthly administration fees and surcharges to recover the cost of business operation and expenses incurred due to state and federal mandates. Each required fee will be posted fifteen days in advance of its effective date on our website.

g. We may change the prices and charges for the Services from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services are effective no sooner than fifteen days after we post them on our website. Increases to charges that recover our costs associated with government programs are effective no sooner than three days after we post the increases on our website. (Excluding taxes and surcharges – see section II. f.) We will provide further notices of increases to the prices and charges for the Services covering direct dialed calls from home under the state-to-state basic schedule and the state-to-state and international calling plans by bill message or other notice.

h. You must pay all bills or invoices on time (on or before the due date) and in U.S. currency. We do not waive our right to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in full" (or similar words) on any correspondence to us.

i. As the charge for these Services appears in the Company's billing statement, the Company reserves the right to apply a Late Payment Charge to the account when payment is received late. No late fee will be assessed upon properly disputed charges. (See dispute procedures below.)

j. If your check, bank draft or electronic funds transfer is returned for insufficient funds or due to a closed account, Company reserves the right to apply a Returned Check Charge.

k. You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk for (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any Company services within the last five years; or (4) late payments for current or prior bills, we may require a deposit (or an advanced payment as permitted by state law) to ensure payment for the Services.

l. The amount of the deposit will be no more than any estimated one-time charges required for the Services, plus two months of the estimated per-minute charges and/or monthly fees for the Services. If you fail to pay for the Services when due, we may use the deposit without giving notice to you. If you pay undisputed bills by the Due Date for twelve consecutive months, we will credit the deposit to your account. Upon termination of service, the deposit will be credited to your account and any credit balance will be refunded after all amounts due us have been paid.

III. Obligations of Customer

- a.** You are responsible for the timely payment of all billed charges for services or facilities provided by us. If we are forced to retain an attorney to collect any of your billed charges, you are responsible for the payment of our reasonable attorney's fees and court costs.
- b.** You may 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.** You may 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.** You will indemnify us against all liability, including reasonable attorney's fees, arising from any claims against you for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by you over our facilities, services or equipment.

IV. Resolution of Billing Disputes

- a.** If the procedures of this section are followed, you may withhold from payment the disputed portion of any bill pending resolution of the dispute.
- b.** Within 30 days of the bill date of a disputed bill, we must receive from you an itemized statement in writing, which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement means the bill is deemed to be correct and all amounts are due and payable to us.
- c.** We will review your statement and will contact you by phone or issue a written initial determination within 30 days after the receipt of your statement to set forth our proposed resolution of the dispute.
- d.** If you are not satisfied with our proposed resolution, you must advise us in writing within fifteen days after your receipt of our initial determination of the specific reasons for the dissatisfaction, and provide any additional information, which you deem pertinent or relevant to the dispute.
- e.** Within fifteen days after we receive additional information, we will make a final determination and resolution based upon all documentation or information available to us.
- f.** If you continue to withhold any disputed amount determined to be owed to us, your account will be deemed to be past due, and subject to termination.

V. Limitation of Liability

- a.** Our liability for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors, or other defects in Services provided will not exceed the billed charges for the defective call or calls.
- b.** We, our officers, agents, or employees will not be liable for indirect, incidental, special, or consequential damages.
- c.** We will 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 unrelated carrier or other entity affecting the facilities or equipment over which our services are provided; (5) your negligence or defects or failures of your equipment; and (6) any third party negligent acts or omissions.

VI. Refusal, Termination or Suspension of Service

a. We may refuse service if you fail or decline to make a deposit requested by us. We may terminate service five business days (defined as any day on which the Company's business office is open and the US mail is delivered) after written notice of termination is mailed and you fail or decline to increase a deposit in response to our request.

b. We may terminate service five business days after a written notice of termination is mailed when you fail to pay a bill for more than thirty days after it was rendered, or you fail to pay disputed charges determined to be owed to us via our billing dispute resolution procedures for more than five business days after the end of the dispute resolution proceeding.

c. We reserve the right to establish a credit limit for you, and to suspend service to you when you reach the applicable limit.

d. We may suspend or terminate your service immediately if we reasonably believe that you or entities using your account or facilities are using our services in a manner that: (i) interferes with the use of the services by one or more other Customers; (ii) is abusive, illegal or fraudulent; (iii) damages our facilities or equipment; or (iv) places excessive capacity demands upon our facilities or service.