



Toll Free Number Service Guide

Note: BY ENROLLING IN, USING, OR PAYING FOR THE SERVICES IN THIS SERVICE GUIDE, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS SERVICE GUIDE AND THE TERMS AND CONDITIONS OF SERVICE. THE TERMS AND CONDITIONS OF SERVICE ARE AVAILABLE ON OUR WEBSITE, <http://www.techvalleycom.com/> . IF YOU DO NOT HAVE WEB ACCESS, PLEASE CALL US AT 1-800-461-4863 AND A COPY WILL BE MAILED TO YOU. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING TECH VALLEY AT 1-800-461-4863 FOR FURTHER DIRECTIONS.

1. **DEFINITIONS.** In this document, Tech Valley Communications shall be referred to as "Carrier" or "the Carrier." You will be referred to as "Customer" or "the Customer."
2. **RATES AND CHARGES.**
 - a. For Tech Valley Toll-Free Service, there will be a one-time service order charge of \$35.00. This charge will be waived on a three-year term.
 - b. [omitted]
 - c. **Intra-state** calls (those calls that originate and terminate within New York State) will be billed at the rate of **\$0.079** (\$0.069 on a three-year term) per minute, regardless of the mileage between the originating point of the call and the terminating point of the call. After the first minute, calls will be timed in six-second intervals. Charges for each call will be rounded to the nearest penny.
 - d. **Inter-state** calls (calls originating in one state and terminating in another state) will be billed at the rate of **\$0.079** (\$0.069 on a three-year term) per minute, regardless of the mileage between the originating point of the call and the terminating point of the call. After the first minute, calls will be timed in six-second intervals. Charges for each call will be rounded to the nearest penny.
3. **BILLING FREQUENCY.** You will be billed monthly for calls made during the previous month. Depending on the day you begin service, your bill will be rendered on either the 1st or 15th of each month.
4. **CREDIT INVESTIGATION** – By applying for service from Carrier, customer understands that carrier may conduct an investigation, using commercial and other available sources, of Customer's credit and financial standing, and customer grants consent for such investigation.
5. **NEW CUSTOMERS** – After you request service, we will review your credit history. If your credit history is unsatisfactory, we may require a deposit equal to 2 months' estimated billings. We will notify you before service activation if a deposit is required. Billing will begin for calls made at the time your service is activated.
6. **DUE DATE OF PAYMENTS AND LATE CHARGES**– Customer payments are due within 20 days of the billing date. If a payment is not received by the end of the billing period, it is considered past due and will be subject to a 1.5% late fee or the maximum amount allowed by law, whichever is lower.
7. **NON-PAYMENT DISCONNECT POLICY** – A customer shall be subject to disconnection and collection if a bill remains unpaid for 90 days. Unusually high tolls may result in toll restriction prior to 90 days. A check that has been returned by the bank as "not negotiable" does not constitute payment and will subject the subscriber to immediate disconnection. There is a \$25.00 service charge on all returned checks.

8. **BILLING DISPUTES** – If you dispute a charge on your statement, please call our office immediately at **1-800-461-4863**. However in order to receive credit on your account, you must notify our office in writing within 60 days after receipt of the bill to be eligible for an adjustment. Tech Valley Communications will respond to a complaint within 20 working days of receipt. If you are not satisfied with the company's explanation, then you may refer the matter to the NYS Public Service Commission, Three Empire State Plaza, Albany, NY 12223-1350. Phone 1-800-342-3330, or the Federal Communications Commission, Consumer Information Bureau, Consumer Complaints, 445 12th Street, SW Washington, D.C. 20554, phone 1-800-225-5322. A subscriber must pay all undisputed charges in order to avoid disconnection of service for non-payment.
9. **LIABILITY OF CARRIER** – No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Carrier for damages arising from errors, mistakes, omissions, interruptions, or delays of the Carrier, or its agents, servants, employees, in the course of establishing, furnishing, rearranging, moving, terminating or changing regulated or non-regulated services or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the facilities) in the absence of gross negligence or willful misconduct.
The Carrier is not liable under any circumstance for: (i) any act or omission of any connecting or underlying carrier or local exchange telephone company or its agents, servants, or employees; for providers of connections, equipment, facilities, or service other than the Carrier, its agents, servants, or employees; for any act or omission by any person or entity owning telecommunications facilities used by the customer in conjunction with the Carrier's service; culpable conduct of the customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities, or connections provided by the customer; or for any act or omission of any governmental or Public Service Agency to which emergency calls are placed, or (ii) mistakes omissions, interruptions, errors, delays, defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, Government authorities, or other causes beyond customer control.
10. **LIABILITY OF CUSTOMER**— The Carrier shall be indemnified and held harmless by the Customer against: (i) Claims for libel, slander, harassment, improper use of telecommunications service on or off customer premises, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the company's facilities; (ii) claims for patent infringement arising from combining or connecting the Carrier's equipment or facilities with the systems of the Customer; and (iii) All other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, credit cards, debit cards, services, or facilities, with or without the knowledge of the Customer. The Customer shall hold the Carrier harmless from and against all claims, demands, losses or liabilities, including, but not limited to fees and expenses of counsel, arising out of any damage to business or property, or injury to, or death of, any person, occasioned by, or in connection with, any act or omission of the Customer or any person utilizing the Customer's codes, credit cards, debit cards, services, or facilities, with or without the knowledge of the Customer.
11. **LOCAL CHARGES** – In certain instances, you may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by the Customer in gaining access to Carrier's terminal. Carrier is also not responsible for any switching fees your local telephone company may impose.
12. **ENTIRE AGREEMENT** – The Entire Agreement between Carrier and Customer shall be this Service Guide and the Terms and Conditions of service (for Interstate calls) or the applicable Tariff(in the case of intrastate calls), which are available for inspection at the Carrier's principal place of business, 87 State St., Albany, NY 12207 or available on the World Wide Web at <http://www.techvalleycom.com/> . If there is any apparent conflict or question regarding this Service Guide, the Terms and Conditions or the applicable Tariff shall prevail.