



Tech Valley Communications

Terms and Conditions

International Message Telecommunications Service

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Tech Valley Communications  
87 State St.  
Albany, NY 12207

#### APPLICATION

These Terms and Conditions contain the regulations and rates applicable to the furnishing of Resold International Switched Long Distance Service by Tech Valley Communications ("Tech Valley" or "The Company") between its Customers and overseas points as listed herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like limitations.

Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.

#### STATEMENT OF ORIGINATION

The Company's services are offered from all originating locations throughout the Mainland United States of America.

## SECTION 1 - DEFINITIONS

Authorized User - A person, firm, partnership, corporation, or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under these Terms and Conditions.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer, or Authorized User upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided.

Calling Card - A billing convenience whereby the originating caller may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company apply to payment arrangements.

Collect - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company or Carrier - Unless otherwise specified, TVC Albany, Inc. d/b/a Tech Valley Communications

Commission - Federal Communications Commission (FCC)

Customer - A person, firm, partnership, corporation, or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Holidays - Holidays observed by the Company are: New Year's Day, Independence Day, Memorial Day, Thanksgiving Day and Christmas Day.

Mainland United States - The forty-eight (48) states within the continental United States of America and the District of Columbia.

Operator Station Call - A service whereby a call is completed with the assistance of a company operator, except for Customer Dialed Calling Card or Person-to-Person calls.

SECTION 1. - DEFINITIONS, (CONT'D.)

Person to Person Call - A service whereby the person originating the call specifies through the Company operator a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant, or an agreed upon alternate.

Subscriber - See Customer.

Third Party - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 General

Tech Valley Communications international switched voice service is a two point telecommunications service which offers calling between stations in the U.S. Mainland, Hawaii, Puerto Rico, and the U.S. Virgin Islands and stations in selected countries/areas as specified in the International Service Guide.

SECTION 2 - RULES AND REGULATIONS, (CONT 'D.)

2.1 Undertaking of the Company (continued)

2.1.2 Limitations

- (A) Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of these Terms and Conditions.
- (B) The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of these Terms and Conditions, or in violation of the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- (D) Foreign Telecommunications Administrations may impose upon the portion of the end-to-end international service or facilities which they provide certain limitations, prohibitions or restrictions which may have the effect of limiting the ability of Subscribers or Customers to utilize the services furnished by the Company. It is the responsibility of the Customer to confirm any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administration.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (continued)

2.1.2 Limitations (continued)

- (E) Service may be discontinued by the Company, without notice to the Subscriber or Customer, 1) by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations or 2) by blocking calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Subscriber or Customer affected, assign new authorization codes to replace those codes which have been deactivated.
  
- (F) In order to control fraud, the Company may refuse to accept Calling Card, Collect Call and/or Third Number calls which it determines to be invalid and/or may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico or the U.S. Virgin Islands.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Services provided under these Terms and Conditions may be used by the Subscriber or Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Liability

2.3.1 The Company shall not be liable for claim or loss, expense or damage (including indirect special or consequential damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under these Terms and Conditions, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government or by any other cause beyond the Company's direct control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber and the Customers against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under these Terms and Conditions; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability (continued)

2.3.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company' s negligence.

2.3.4 The Company's liability, if any, for its willful misconduct is not limited by these Terms and Conditions. With respect to any other claim or suit, by a Subscriber, Customer or by any others, for damages associated with the installation, provision, termination maintenance, repair or restoration of international long distance service, the Company' s liability, if any, shall not exceed an amount equal to the initial period charge provided for under these Terms and Conditions for the call for the period during which the call was affected.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Terminal Equipment

The Company' s facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, or single line telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber or Customer. The Subscriber or Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Tech Valley's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service and Credit Allowance

2.5.1 Payment for Service

- (A) The Customer is responsible for the payment of all charges for service furnished to the Customer and his Authorized User(s), if any.
- (B) Notice of dispute must be received by Tech Valley in writing within 30 days after the billing invoice is issued, or the invoice shall be considered correct and binding upon the Customer.
- (C) The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Authorized User by Tech Valley.

2.5.2 Taxes and Fees

Applicable taxes, surcharges and utility fees are listed as separate line items and are not included in the rates listed in the International Service Guide.

## SECTION 3 - QUALITY AND/OR GRADES OF SERVICE OFFERED

### 3.1 General

Tech Valley's service is designed and engineered to provide high quality transmission of voice and data with a minimum level of impairment such as noise and echo.

## SECTION 4 - RATES

### 4.1 General

Service between the U. S. Mainland, Hawaii, Puerto Rico and the U.S. Virgin Islands and international points is offered by the Company as specified in these Terms and Conditions and the International Service Guide. Rates apply for all days of the week, including holidays.

The Customer is ultimately responsible for all charges. Each Customer is charged individually for each call placed through Tech Valley Communications' network.

SECTION 4 - RATES (CONT'D.)

4.2 Timing of Calls

- 4.2.1 All calls are billed in six-second increments, subject to a one minute minimum.
- 4.2.2 [RESERVED]
- 4.2.3 Chargeable time for Person to Person Calls begins when the calling party is connected to the specified person, extension or agreed alternate at the called number.
- 4.2.4 Chargeable time for Collect Calls begins when the called party accepts responsibility for payment.
- 4.2.5 Chargeable time for all other calls begins when the called station is answered.
- 4.2.6 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 4.2.7 Time of day designations are used in these Terms and Conditions (and the International Service Guide) to indicate rate periods at the originating location. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 4.2.8 Calls are billed based on the rate in effect for the actual time period during which the call begins. Calls that cross rate period boundaries are billed the rate in effect at the start of the call for the duration of the entire call.

SECTION 4 - RATES (CONT'D.)

4.3 Calculation of Distance

Usage charges for mileage sensitive products will be based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call, or between an originating serving wire center and an international boundary point.

The distance between the Wire Center of the Customer' s equipment and that of the destination point or international boundary point is calculated by using the "V" and "H" coordinates found in NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Center serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

$$\text{Formula: } = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 4 - RATES (CONT'D.)

4.4 Tech Valley International Direct Dial Service

Tech Valley's International Direct Dial Service is offered for use by Customers in placing calls to foreign destinations from locations within the Mainland United States, Hawaii, Puerto Rico and the U.S. Virgin Islands. Customers may place direct dialed calls without the use of an operator.

Usage charges for Tech Valley International Direct Dial Service are as specified in the International Service Guide.