

**TERMS AND CONDITIONS FOR INTERSTATE LONG DISTANCE SERVICES
PROVIDED BY NCTC Long Distance**

Effective March 1, 2001, NCTC Long Distance (the "Company") will provide interstate long distance services and effective August 10, 2007, the Company will provide international long distance services ("Service") between points within the United States for interstate long distance services and between points from the United States to the foreign countries noted below for international long distance service at the rates, and under the terms and conditions stated herein, as the rates, terms and conditions may be modified from time to time. The terms and conditions are in addition to those that may be noted in Section 17, below, for the use of a specific rate plan or offering of the Company. As used herein, "you" or "your" refers to the individual or entity using or paying for the Service. USE OF THE COMPANY'S SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE RATES, TERMS, AND CONDITIONS.

- 1. AVAILABILITY OF SERVICE.** Subject to the availability of facilities and subject to transmission and like conditions, Service is available for your use twenty four (24) hours a day, seven (7) days a week. The rates for the Service are attached hereto and are incorporated herein by reference.
- 2. USE OF SERVICE.** You may use the Service for any lawful purpose. Any unlawful use of the Service is strictly prohibited and may be grounds for immediate termination of Service by the Company.
- 3. RATES AND CHANGES IN RATES, TERMS AND CONDITIONS.** Current rates are found at the end of this document. The Company reserves the right to make price changes for Service or changes in these terms and conditions upon providing ten (10) days advance notice. The Company may elect to provide such notice by any reasonable commercial method including, but not limited to, a bill insert or a bill message. You agree that you will be bound by any change in the rates, terms and conditions of the Service unless you cancel your Service as provided for in paragraph 13 below prior to the effective date of the change. The Company maintains updated rates, terms, and conditions in its office located at 22 LaBarre St, Gibbon, NE and on its website at www.nctc.net.
- 4. LIABILITY OF THE COMPANY.** The liability of the Company, if any, for interruption, delays, or failures in transmissions ("Service Problems"), whether caused by the negligence of the Company or otherwise, 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 for credit is otherwise unwarranted or insufficient.

In no event is the Company liable to any person for any cost, damage or harm whatsoever arising from: (a) your negligence or willful act; (b) the attachment or use of any equipment or wiring by you which you use in conjunction with the Service; (c) the use of any facilities of other carriers by the Company in rendering the Service to you; (d) errors or omissions associated with your telephone number or listing information provided via directory assistance; or (e) any acts beyond the control of the Company including, but not limited to: (1) acts of God, riots, fire, flood or other catastrophe; or (2), any law, regulation, directive, order or request of any a federal or state governmental authority or agency having jurisdiction over the Company. 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. INDEMNITY.** You agree to indemnify and hold harmless the Company for 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.
- 6. 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.

- 7. PAYMENT.** You will provide the Company with your name, social security number, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. All information provided will be accurate, and the Company has the right to access and verify credit information.

Once Service is activated, you are responsible for paying all charges associated with the Service. Monthly Service charges and usage charges are billed in arrears. All bills from the Company are due upon receipt and are payable at the Company's office as designated on the bill. The Company may apply a late fee of the lesser of 1 percent (1%) per month or the maximum rate permitted by law to each of your bills not paid by the due date. You are responsible to pay all the Company's cost of collection, including bank charges and reasonable attorneys' fees.

- 8. 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, with the exception of the Company's NCTC 1000 product offering that is billed in six (6) second increments. 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.

9. TAXES, FEES AND SURCHARGES. In addition to the charges for the Service, you are also responsible for paying all applicable federal, state and local use, excise, sales or privilege taxes, and all fees chargeable to or against the Company as a result of its provision of Service to you.

10. BILLING DISPUTES. If you believe you have been billed in error, you must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old. You may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, but all undisputed charges are due within the normal time period. The Company will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within fifteen (15) days thereafter, and if you fail to pay this amount within the time required, your account will be deemed past due and unpaid. In such event, the Company will be entitled to terminate your Service immediately without any liability whatsoever and/or require an additional deposit. In addition, any payments you withheld pending resolution of the dispute may be subject to a late payment fee of one percent (1%) per month for the period during which such charges remain unpaid.

11. BILLING ENTITY CONDITIONS. When billing for the Company's Services is performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges.

12. DEPOSITS. The Company reserves the right to require you to make a deposit to guarantee payment for Service before activating Service. After your Service is activated, if your actual monthly usage exceeds your estimated monthly usage by more than twenty-five percent (25%), the Company may also require a deposit or additional deposit.

The Company will return your deposit as follows: (a) when an application for Service has been cancelled prior to the time that your Service is activated, your deposit will be applied to any existing charges, and any excess portion of the deposit, if any, will be returned by the Company within sixty (60) days following settlement of your account; (b) upon the discontinuance of Service, the Company will refund your deposit to the extent that it exceeds any unpaid charges for Service provided to you; or (c) the unused portion of a deposit will be refunded to you if you have paid each bill rendered by the Company for Service within the prescribed period for each of the six (6) months after the date the deposit was made. The refunding or crediting of your deposit and accrued interest in no way relieves you of your obligation to comply with all of the terms and conditions of this contract or from making payments when due.

13. TERMINATION OF SERVICE BY THE CUSTOMER. 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.

14. TERMINATION OF SERVICE BY THE COMPANY. The Company may immediately terminate or withhold Service to you without incurring any liability whatsoever for the following reasons: (a) nonpayment of any sum due for Service where your charges remain unpaid more than thirty (30) days beyond the due date of the most current bill the Company mailed, postage prepaid, to your last known address; (b) your acts or omissions which constitute, in the reasonable opinion of the Company, a violation of or a failure to comply with any term of this contract, and where such violation or failure to comply with a term of this contract threatens to interfere with the Company's operations or its furnishing of Service to, or the use of Service by, another customer of the Company; (c) the implementation of any order of a court of competent jurisdiction, or of a federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing you Service; (d) where you have failed or neglected to tender any additional or required deposit within fifteen (15) days of demand by the Company; or (e) where the Company reasonably deems partial or complete termination of Service is necessary to prevent unlawful use of its Service.

In the event your Service is partially or completely terminated for any of the reasons stated herein, you will remain responsible for all unpaid Service charges due and owing to the Company. The Company will have the right to apply your deposit and any accrued interest to all cancellation charges and to all associated outstanding charges associated with your Service. If you seek reinstatement of Service following a partial or complete termination of Service by the Company, you will pay to the Company prior to the time Service is reinstated: (a) all accrued and unpaid charges; and (b) a deposit.

15. TESTING AND INSPECTIONS. Without incurring any liability whatsoever, the Company may, at any time, interrupt the provision of Service to you in order to perform tests and inspections to assure compliance with this contract and/or the proper installation and operation of either your equipment and facilities or the Company's equipment and facilities. The Company may continue such interruption until any noncompliance or improper equipment or facilities identified is corrected.

16. NO WAIVER. Based on the circumstances presented, the Company may waive certain of the requirements stated herein. Such waiver will be limited to that set of specific circumstances and will not eliminate your obligation to continue to comply with the terms and conditions stated herein.

17. SERVICE DESCRIPTIONS AND RATES

A. Direct Dial Service. The Company's Direct Dial Service allows you to make direct dial interstate long distance telephone calls by dialing "1", the area code and the telephone number to locations within the continental United States. The Company offers six calling plan options, five of which require a monthly service charge in addition to or in place of per-minute charges. If applicable, the monthly service charge is assessed even if you make no calls. Direct Dial Service is available only when you select the Company as your presubscribed "1+" provider for interstate long distance services. When you also select the Company as your presubscribed intrastate long distance provider, you incur only one monthly service charge.

	Per Minute	Monthly Interstate Service Charge
Classic	\$0.13	None
Premium	\$0.10	\$ 4.95
Elite	\$0.07	\$ 5.95

NCTC 250		
Up to 250 minutes		\$21.95
Each add'l minute	\$0.09	

NCTC 500		
Up to 500 minutes		\$39.95
Each add'l minute	\$0.08	

NCTC 1000*		
Up to 1000 minutes		\$79.95
Each add'l minute	\$0.08	

* Billed in six (6) second increments.

B. Directory Assistance. The Company's Directory Assistance allows you to reach an operator by dialing "1-(area code)-555-1212" or "411" to request a published telephone number from that operator's database. The Company will assess the following charge on a per-requested number basis.

Per-Number Requested	
Directory Assistance	\$0.99

C. Toll Free 8XX Service. The Company's Toll Free 8XX Service allows third parties to place interstate long distance calls to you; you pay all per-minute and monthly service charges associated with such incoming calls. The Company arranges the assignment of a ten digit "8XX" number, which routes all calls to your predetermined local number. Where you request a specific 8XX number (a "Toll-Free Vanity Number"), the Company will, for a non-recurring charge per-request, make reasonable efforts to reserve that number(s), but makes no guarantee or warranty that the requested Toll-Free Vanity Number(s) will be available or assigned to you. In addition, where calls are made from a pay telephone, you will be assessed the Payphone Service Provider Surcharge as noted below.

Monthly Toll Free Service	Per Minute	Service Charge*
Toll Free Basic	\$0.10	\$5.00
Toll Free Plus**	\$0.10	\$5.00

Non-Recurring Charge Per Request
Toll-Free Vanity Number \$40.00

* In addition to the Payphone Service Provider Surcharge where applicable.

** Billed in six (6) second increments. To be eligible for Toll Free Plus, a customer must subscribe to the Direct Dial Services product, NCTC 1000.

D. Payphone Service Provider Surcharge. A Payphone Service Provider (PSP) Surcharge will be applied to any call made from a payphone to your Toll Free 8XX Service number. This charge is applied to recover compensation for these calls owed to the payphone owners.

Per-Call Surcharge	
Payphone Service Provider Surcharge	\$0.60

E. International Long Distance Service. The Company also offers the following International Long Distance Service, *i.e.* calls you make from the United States to a foreign country. The Company's offering of its International Long Distance Service is subject to the following specific terms and conditions which are in addition to those in Sections 1 to 16, above. To the extent that any of the following term and condition below varies from those previously stated, the terms and conditions below govern.

1. If you affirmatively select the Company as your interstate long distance service provider, the Company also offers you the ability to make international calls at rates that are based on the country you are calling. The Company's International Long Distance Service is billed in increments of one minute, with additional minutes rounded up to the next whole minute.
2. The determination of the time of day for an international call is based on the local time that you place 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.

In order to make a call to a country included in the Company's International Long Distance Service rate section, you must dial 011 + country code + city code + telephone number. A list of country codes and city codes can be found at the front of your local telephone directory.

3. The Company's rates for its International Long Distance Service are included below. When you review these rates, you will note the use of various abbreviations. The meaning of these abbreviations are as noted below: