## LONG DISTANCE POLICIES

## **Terms and Conditions for Long Distance Services**

Effective April 1, 2007, Hancock Long Distance, Inc. (the Company) is providing long distance services between points within the United States at the rates, terms and conditions stated. These rates, terms and conditions may be modified from time to time. Service is subject to availability and may be used for any lawful purpose. Unlawful or fraudulent use is strictly prohibited and may be grounds for immediate termination of service.

The Company's liability for service problems is limited to credits, with no credit exceeding charges billed to you. To be eligible for a credit, you must notify the Company of a service interruption when it lasts more than two (2) hours.

You agree to indemnify and hold harmless the Company for any liability with respect to any and all claims and damages, of every kind, arising from your use of the service.

Except as expressly set forth, the Company makes no warranties, express or implied, with respect to the provision of its services.

You will provide the Company with your name, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. Monthly service charges are billed in advance and usage charges are billed in arrears. All bills are due by the 23rd day after the bill date and are payable at the Company's office designated on the bill. Late payments are subject to a late payment fee of 1.5% per month. You are responsible to pay all the Company's cost of collection, including bank charges and reasonable attorney fees. In the event of a returned check, a fee of \$10.00, plus applicable bank fees will apply.

Charges for usage based service begin when the connection is established. Minimum call duration for billing purposes is one (1) minute. Following the minimum call duration, calls are billed in six (6) second increments.

In addition to service charges, you are responsible for paying all applicable federal, state and local use, excise, sales or privilege taxes as a result of th Company's provision of service to you.

If you believe you have been billed in error, you must contact the Company within thirty (30) days. Refunds or adjustments will not be issued for any charge that is sixty (60) days old. You may withhold from payment to the Company the disputed portion of any billing pending the resolution. The Company will notify you of the results of its inquiry and either adjust the billing, issue a credit or notify you of the amount still owed.

The Company reserves the right to require you to make a deposit to guarantee payment of services rendered. Interest will be paid for the period the deposit is held at the rate mandated by the NYS PSC.

You may terminate your service with the Company upon notification. All amounts are due and payable upon termination. The Company may terminate your service for non-payment; or your failure to comply with these terms.