

## IMPORTANT ANNOUNCEMENT

Cascade Access, LLC is pleased that you have chosen Cascade to be your long distance service provider. This notice contains the rates, terms and conditions that are currently in effect for use of long distance services. Your use of any of the long distance services offered by Cascade after JUNE 4, 2001 will constitute your consent to the rates, terms and conditions set forth herein.

### TERMS AND CONDITIONS FOR USE OF LONG DISTANCE SERVICES

#### I. The Service

- a. The Company provides the means by which Customer may transmit voice, data and other communications of his/her own choosing to intrastate, interstate and international, depending upon which combination of services the Customer has chosen to obtain from the Company destinations (the "Service") subject to the terms and conditions set by the Company.
- 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 maintained at the Company's office and on its website (see below).
- c. The Company has customer service representatives available (8:00 a.m. – 5:00 PM Pacific Time) to assist all customers with questions or problems regarding toll services. A Company representative can be reached during these hours by calling the customer service office nearest you. **See page 4 for company directory.**

#### II. Charges, Bills and Payment for Service

- a. Service is provided and billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by the Company.
- b. The Price List containing rates and charges for the Company's Services can be inspected during regular business hours at the customer service office nearest you or on its website at [www.cascadeaccess.com](http://www.cascadeaccess.com). **See page 4 for company directory.**
- c. The Company bills for the Service on a usage basis in 30-second, 6-second periods, and rounds up any fractional period.
- d. The Company will pass through to its customers all applicable federal, state and local taxes or surcharges (including sales and use excise 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).
- e. Payment for all bills rendered by the Company for the Service is due within 15 days after the Company mails the bill to the Customer. If payment is not received by the Company on or before due date, a late charge of 1.5 percent will be applied to all amounts past due.
- f. The Company may require a Customer to make a deposit prior to or at any time after provision of Service, not to exceed estimated charges for 3 months. Upon termination of service, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.
- g. The Company may modify its rates, terms or conditions at any time upon providing 15 days advance notice. The Company may elect to provide such notice by any reasonable commercial method. Customer agrees he/she is bound by such change unless Customer cancels the Service prior to the effective date of the change. Such charges shall be included in the Price List. We may decrease prices without providing advance notice.
- h. Company reserves the right in rendering of special billings in certain circumstances at anytime, in which special billing becomes payable in 5-calendar days or such other period as may be required by law from date of post mark.
- i. Services are subject to termination if special billings are not paid in full within 5-calendar days or such other period as may be required by law of mailing.

#### III. Obligations of Customer

- a. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by the Company to the Customer, for payment of the Company's reasonable attorney's fees, whether or not court action is filed, and court costs if the Company is forced to retain an attorney to collect any of its billed charges from the Customer.
- b. The Customer will not use the Company's Service in a manner that interferes unreasonably with the use of the services by one or more other customers.
- c. The Customer will not use the Company's Service in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.
- d. The Customer will indemnify the Company against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Service.

**IV. Billing Disputes**

If the Customer believes that a bill contains an error, the Customer must contact the Company within thirty (30) days of the date of the bill, which contains the disputed charge. Refunds or credits will not be issued for any charge that is more than sixty (60) days old. The Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. The Company will notify you of the results of its inquiry, and either adjust the bill, issue a credit, issue a refund, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay any amount still owed within ten (10) days after notice from the Company. If the Customer fails to pay this amount within the time required, the Customer's account will be deemed past due and unpaid. In such event, the Company may terminate the Customer's service immediately without any liability whatsoever, at the Company's option. In addition, any payments the Customer withheld pending resolution of the dispute may be subject to a late payment fee of 1.5% per month for the period during which any charges remain unpaid.

**V. Limitation of the Company's Liability**

- a. Except for the gross negligence or intentional misconduct of the Company, the liability of the Company, if any, for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the Service, whether or not caused by the Company, shall not exceed its billed charges for the defective call or calls.
- b. Neither the Company nor its directors, officers, employees or agents will be liable for punitive, indirect, incidental, special or consequential damages.
- c. The Company shall 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 another carrier or other entity affecting the facilities or equipment over which the Service is provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

**VI. Refusal, Termination or Suspension of Service**

- a. The Company may refuse service to a Customer that fails or declines to make a deposit requested by the Company, and may terminate service 5 business days after written notice of termination is mailed to a Customer that fails or declines to increase a deposit in response to the Company's request.
- b. The Company may terminate service 5 days after a written notice of termination is mailed to a Customer that has failed to pay a bill for more than 15 days after it was rendered, or that has failed to pay disputed charges determined to be owed to the Company via the Company's billing dispute resolution procedures (see above) for more than 10 days after the end of the dispute resolution proceeding.
- c. The Company reserves the right to establish a credit limit for Customers or classes of Customers, and to suspend Service to a Customer when the Customer reaches the applicable limit.
- d. The Company may suspend or terminate service to a Customer immediately if the Company reasonably believes that the Customer or entities using the Customer's account or facilities are using the Company's services in a manner that: (1) interferes with the use of the Services by one or more other customers; (2) is abusive, illegal or fraudulent; (3) damages the Company's facilities or equipment; (4) is in violation or breach of any of the terms or conditions of this Service Agreement or the Price List; or (5) places excessive capacity demands upon the Company's facilities or Service.
- e. For other reasons as specified in the Company's Price List.

**VII. Other Terms and Conditions**

Other terms and conditions related to the Company's provision of the Service to the Customer are set out in the Company's Price List available on the Company's website or at the Company's customer services office nearest you. **See page 4 for company directory.** Use of the Service constitutes Customer's agreement to be bound by, and to use the Service in accordance with, those terms and conditions.

**VIII. Rates**

The rates for the Company's services are as follows:

- a. Intrastate rates: One Rate Plan - 13 cents a minute, 24 hours a day, 7 days a week NO MONTHLY FEE  
Access Plus - 08 cents a minute, 24 hours a day, 7 days a week With a \$4.95 monthly fee

The foregoing rates are for direct dial calls. Higher rates apply for operator assisted calls. The Company also has other services available, such as calling cards and 800 service. For more information about these services, please contact the Company's customer service office nearest you. **See page 4 for company directory.**

- b. Interstate rates: One Rate Plan - 13 cents a minute, 24 hours a day, 7 days a week NO MONTHLY FEE  
Access Plus - 08 cents a minute, 24 hours a day, 7 days a week With a \$4.95 monthly fee

The foregoing rates are for direct dial calls. Higher rates apply for operator assisted calls. The Company also has other services available, such as calling cards and 800 service. For more information about these services, please contact the Company's customer service office nearest you. **See page 4 for company directory.**

- c. International rates:

These rates vary by country of destination. The rates are available by contacting the Company's website at [www.cascadeaccess.com](http://www.cascadeaccess.com) or by calling the Company's customer service office nearest you. **See page 4 for company directory,** or by writing to the Company at P.O. Box 1285, Estacada, Oregon 97023.

**IMPORTANT CUSTOMER NOTICE:  
YOUR USE OF THE SERVICE (PLACEMENT OF TOLL CALL)  
CONSTITUTES YOUR ACCEPTANCE  
OF THESE RATES, TERMS AND CONDITIONS**

**Cascade Access, LLC**  
**Customer Service Office Locations**

**Oregon Locations**

**Cascade Access**  
**303 SW Zobrist**  
**Estacada, OR 97023**  
**(503) 630-4245 or Toll Free (866) 630-4245**

**Cascade Access**  
**35525 E. Crown Pt. Highway**  
**Corbett, OR 97019**  
**(503) 695-2209 or Toll Free (866) 630-4245**

**Cascade Access**  
**14783 St. Highway 38**  
**Elkton, OR 97346**  
**(541) 584-2330 or Toll Free (866) 630-4245**

**Cascade Access**  
**940 2<sup>nd</sup> St.**  
**Haines, OR 97833**  
**(541) 856-5140 or Toll Free (866) 630-4245**

**Cascade Access**  
**45405 Main St.**  
**Antelope, OR**  
**PO Box 1285**  
**Estacada, OR 97023**  
**Toll Free (866) 630-4245**

**Nevada Location**

**Cascade Access**  
**61 W. Mesquite Blvd**  
**Mesquite, NV 89024**  
**(702) 346-0300 or Toll Free (866) 740-5122**