



**MIDTEL**  
Innovative Solutions Since 1897

## LONG DISTANCE SERVICE AGREEMENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(NAME)  
(ADDRESS)  
(TELEPHONE NUMBER)

Hereby orders long distance service from MIDTEL according to the following terms and conditions.

1. Provision of Service and Rates. MIDTEL will provide "1+ "pre subscribed long distance service to customer set forth in Attachment A to this Agreement. The rates and charges set forth in Attachment A shall apply at the beginning of this Agreement, and shall remain in effect until changed by MIDTEL, which, unless the customer has signed a Term Agreement, may be changed by MIDTEL at any time upon as set forth below. In the event of any such rate change, MIDTEL will (a) in the event of a change to an intrastate rate, file an appropriate Amendment to its tariff or flexible rate schedule on file with the Public Service Commission; (b) in the event of a change in an interstate or international rate, post the change in the interstate or international rate schedule contained on MIDTEL web site; and (c) in the case of a change in intrastate or interstate rates, give fifteen days' notice of such change to customer. In the event customer does not accept such rate change, customer may terminate service from MIDTEL upon giving prior written or verbal notice to MIDTEL. In the event customer continues to use service from MIDTEL after the effective date of such rate change, the customer will be deemed to have agreed to such rate change and shall pay all rates and charges as established by MIDTEL.

2. Tariffs. Customer understands that MIDTEL has on file an interstate tariff with the New York State Public Service Commission, but, because of deregulation by the Federal Communications Commission, is not permitted to maintain a tariff for interstate or international services. Customer agrees that the terms and conditions of New York Interstate Tariff (except for rates) are hereby incorporated by reference into this agreement and shall govern the provision of intrastate, interstate and international service.



3. Availability of Service. The service provided by MIDTEL is subject to the availability of facilities from MIDTEL and/or underlying carriers.

4. Consequential Damages and Liability Limitation. MIDTEL is not liable for consequential, incidental, indirect, or special damages of any nature, including but not limited to loss of business, profits, information, or other commercial or economic loss, whether such damages are based upon breach of contract, tort (including negligence), any other claim or cause of action, even if MIDTEL has been notified of the possibility of such damages. MIDTEL shall not be liable for, and customer indemnifies and holds MIDTEL harmless from, any and all losses, claims, demands, suits or other actions, of any liability whatsoever, whether suffered, instituted or asserted by the customer or by any other party, for any loss or damage caused by customer to itself or to any other person (including MIDTEL), and for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance or use of MIDTEL services. No agent or employee of any other entity shall be deemed to be an agent or employee of MIDTEL. MIDTEL's liability to customer for damages due to failures in services arising from any cause, including breach of this Agreement, shall in no event exceed the charges assessed by MIDTEL for the service provided.

5. Termination. Customer shall terminate this Agreement and discontinue service (provided no Term Agreement is in effect) upon written or verbal notice to MIDTEL. After such termination, Customer shall not utilize, or allow others to utilize, the service which has been terminated. In the event customer takes service under a Term Agreement, early termination fees may apply as specified in such Agreement. MIDTEL may terminate service to customer in the event of non-payment of bills, failure to post a required deposit, violation of tariff, or potential harm to the network or other customers, in accordance with the procedures set forth in MIDTEL's intrastate tariff.

6. NO WARRANTY FOR SERVICES. MIDTEL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

7. Payment, Billing, Credit and Deposits. Charges for service will be billed monthly and must be paid by customer on the date shown on the bill. Customer is responsible for all charges incurred for all calls placed by or through customer's equipment or use of customer codes, calling cards, credit cards, or numbers by customer and its agents and employees, or by any other person. Customer is responsible for controlling access to, and the use of, customer's telecommunications' equipment, facilities, codes, calling cards, numbers and credit cards.

A late fee equal to 1.5% per month, or the maximum amount allowed by law, whichever is less, may be applied to all outstanding balances on which payment has not been received by the due date indicated on the bill. In the event customer fails to pay all amounts billed when due, MIDTEL shall be authorized, in accordance with law, to suspend or terminate service and/or initiate an action for collection of all sums due. In the event of any action for collection, in addition to all monies otherwise due to MIDTEL, MIDTEL shall also be entitled to recover from customer the reasonable costs of such collection, including reasonable attorney's fees. Any claims for refund or overpayment by customer must be made within two years of the date of the alleged overpayment. Customer may be required to establish credit to the satisfaction of MIDTEL, and MIDTEL may require a security deposit from time to time which may, in MIDTEL's reasonable judgement, represent up to two months' estimated usage of the services provided.

8. Taxes and Surcharges. In addition to all amounts billed for service, customer shall also be responsible for, and shall pay to MIDTEL, all local, state and federal taxes and surcharges associated with the service and imposed on MIDTEL Long Distance, the customer, or the provision of service, including but not limited to: state and local sales, excise and gross revenue taxes; federal excise taxes; state and federal universal service fund surcharges or assessments; federal schools and libraries assessments; Primary Inter-exchange Carrier Charges; End User Common Line Charges (also known as Subscriber Line Charges); and any other assessments or surcharges approved or authorized by state or federal law.

9. Customer Equipment. Customer shall insure that all facilities or equipment provided or utilized by customer is properly interconnected with MIDTEL services and complies with all applicable local, state and federal requirements. MIDTEL reserves the right to inspect customer's facilities to insure proper interconnection and compliance with lawful standards.

10. Transfers and Assignments. All numbers, codes, calling cards, credit cards, or facilities assigned or provided by MIDTEL to customer remains the sole property of MIDTEL. This Agreement may not be assigned by MIDTEL to any successor-in-interest or transferee upon notice of customer.

\_\_\_\_\_  
MIDTEL Rep.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

## ATTACHMENT "A"

### RESIDENTIAL RATES:

**Anytime, anywhere in the domestic USA \$.11 per minute. (note: there is a 2 minute minimum).** For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

#### **"DIME ANYTIME"**

**\$.10 Per minute anytime, anywhere in the domestic USA. Billed in 6 second increments after the first minute. Low monthly rate is \$1.95.** For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

#### **"300 MINUTE PLAN"**

**300 minutes for \$8.99 per month.** Monthly minutes used above 300-minute plan will be billed at \$0.15 each. Special trial offer. Rates will be reviewed and are subject to change. The above long distance rates are for anytime, anywhere in the domestic USA. For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

#### **"UNLIMITED LONG DISTANCE"**

**Unlimited minutes for \$24.99.** Special trial offer. Rates will be reviewed and are subject to change. The above long distance rates are for anytime, anywhere in the domestic USA. For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

## SMALL BUSINESS RATES:

### **“BUSINESS RATE PLAN”**

**Anytime, anywhere in the domestic USA \$.12 per minute. (note: there is a 1 minute minimum).** For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

### **“DIME ANYTIME”**

**\$.10 Per minute anytime, anywhere in the domestic USA. Billed in 6 second increments after the first minute. Low monthly rate is \$1.95.** For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

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### **“UNLIMITED LONG DISTANCE”**

**Unlimited minutes for \$49.99.** Special trial offer. Rates will be reviewed and are subject to change. The above long distance rates are for anytime, anywhere in the domestic USA. For International rates see rate schedule posted on MIDTEL Web page ([www.midtel.com](http://www.midtel.com)) or ask a representative for the current rates.

## LARGE BUSINESS RATES:

**Special contract pricing with terms, commitment of minutes also available through MIDTEL. Please call a representative today.**

## RESIDENTIAL RATE PLANS

### “RESIDENTIAL RATE PLAN”

- \$.11 per minute anytime, anywhere in the domestic USA
- 2 minute minimum
- no monthly charge

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

### “DIME ANYTIME”

- \$.10 per minute anytime, anywhere in the domestic USA
- billed in 6 second increments after the first minute
- low monthly rate of \$1.95

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

### “300 MINUTE PLAN”

- 300 minutes for **\$8.99**/month anytime, anywhere in the domestic USA
- Monthly minutes used above 300-minute plan will be billed at \$0.15 each
- Special trial offer. Rates will be reviewed and are subject to change

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

### “UNLIMITED LONG DISTANCE”

- Unlimited Long Distance for **\$24.99**/month anytime, anywhere in the domestic USA
- Special trial offer. Rates will be reviewed and are subject to change

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

\*\* International rates are available. Contact our Business Office at 827-5211.

## SMALL BUSINESS RATE PLANS

### “BUSINESS RATE PLAN”

\*\*\$.12 per minute anytime, anywhere in the domestic USA

\*\*1 minute minimum

\*\* no monthly charge

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

### 2- “DIME ANYTIME”

\*\*\$.10 per minute anytime, anywhere in the domestic USA

\*\*billed in 6 second increments after the first minute

\*\*low monthly rate of \$1.95

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

### “300 MINUTE PLAN”

- 300 minutes for **\$8.99**/month anytime, anywhere in the domestic USA
- Monthly minutes used above 300-minute plan will be billed at \$0.15 each
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Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone # \_\_\_\_\_

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