

# **RED RIVER LONG DISTANCE**

**provided by Red River Rural Telephone Association**

**dba Red River Communications**

510 Broadway, PO Box 136, Abercrombie, ND 58001  
701-553-8309 or 1-866-553-8309

Red River Long Distance Service is available only to those customers who are within the Red River Rural Telephone Association service area and who receive local telephone service from Red River Communications.

## **RATES, TERMS AND CONDITIONS OF SERVICE**

### **1. Services Provided**

The Company provides access to facilities, services and equipment over which our Customers may transmit voice, data and other communications of their own choosing to intrastate and interstate destinations.

The Company provides service on a 7 days per week, 24 hours per day basis to all destinations in the United States and internationally.

The Company has customer service representatives available from 7:30 a.m. to 4:30 p.m. Monday through Friday to assist its Customers with any questions or problems regarding its toll services. A Company representative can be reached during these hours by dialing 701-553-8309 or 1-866-553-8309.

### **2. Charges, Bills and Payment for Service**

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.

The Company bills for its toll services on a usage basis, either in one minute, 30-second periods, or 6-second periods (depending on the specific calling plan the Customer selects) and may round up any fractional period.

The Company will pass through to its Customers all applicable federal, state and local taxes or surcharges. Payment for all bills rendered by the Company for its toll services are due upon receipt after the Company mails the bill to the Customer. If payment is not received within 25 days after rendition of a bill, a late charge of 1.5% may be applied to all amounts past due.

No late charge will be assessed upon properly disputed charges (see dispute procedures below).

The Company may require a Customer to make a deposit for long distance service prior to or at any time after provision of such service, not to exceed estimated charges for 3 months. The deposit shall be refunded to the Customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a Customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to each Customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in accordance with the appropriate state utilities regulations. The Company will pay the interest at least annually as a credit on bills. Upon termination of service, the deposit will be paid to the Customer after the final bill has been paid.

The Company reserves the right to establish a credit limit for the Customer, and to suspend service to the Customer when the Customer reaches the applicable limit.

### **3. Obligations of Customer**

The Customer is responsible for the timely payment of all billed charges for services or facilities provided by the Company, and may be responsible for the payment of reasonable attorney's fees and court costs if the Company is required to retain an attorney to collect any of its billed charges from the Customer.

The Customer will not use the Company's services in a manner that interferes unreasonably with the use of the services by one or more other Customers.

The Customer will not use the Company's services in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.

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 over the Company's facilities, services or equipment.

### **4. Resolution of Billing Disputes**

If the procedures of this section are followed, the Customer may withhold payment relating to disputed items pending resolution of the dispute.

Within 15 days of the bill date of a disputed bill, the Company must receive from the Customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.

The Company shall review the Customer's statement of disputed charges, and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.

If the Customer is not satisfied with the Company's proposed resolution, the Customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the Customer deems pertinent or relevant to the dispute.

Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.

If the Customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the Customer's account shall be deemed to be past due, and subject to termination.

If the disputed service involves intrastate calls, the Customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the appropriate state utilities commission.

### **5. Limitation of the Company's Liability**

The Customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and delivery of messages. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the intrastate and interstate toll services provided shall not exceed its billed charges for the defective call or calls.

Neither the Company, nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.

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; (d) any act or omission by any other carrier, including the carrier providing the resold services to the Company, or other entity affecting the facilities or equipment over which the Company services are 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.

Customer shall hold the Company harmless from any third-party claims arising out of Customer's use of the Company's

service.

## 6. Refusal, Termination or Suspension of Service

The Company may refuse service to a Customer that fails or declines to make a deposit requested by the Company.

The Company may discontinue service without notice if it finds that Customer has furnished false or misleading information in an effort to obtain or retain service.

The Company may establish a credit limit and notify the Customer at the time the credit limit is established that their service may be suspended if the credit limit is exceeded. The Company may suspend service to a Customer when the Customer reaches the credit limit established by the Company.

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 services in a manner that: (i) interferes with the use of the services by one or more other Customers; (ii) is abusive, illegal or fraudulent; (iii) damages the Company's facilities or equipment; (iv) places excessive capacity demands upon the Company's facilities or service; (v) involves threatening, annoying, vile, profane, obscene or abusive language.

The Company may terminate service 11 days after a written notice of termination is mailed to the last known billing address of a Customer that has failed to pay a bill for more than 30 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. The Company reserves the right to suspend service to a Customer when the Customer reaches the credit limit established by the Company.

Without notice the Company may suspend or terminate service or terminate service to a Customer immediately for the following reasons:

- a. in the event of tampering with the utility's equipment
- b. in the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, the utility's equipment, the public, or to employees of the utility; or
- c. in the event of a Customer's use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.

## RATES: [hyperlink](#)

### 1. Basic per Minute Plan with Volume Discounts for Business and Residence End Users:

The plan will have a 6-second minimum billing, billed in six second increments thereafter. A flat rate of 12 cents per minute for both Intrastate and Interstate calls placed within the United States. No monthly service charge.

Automatic per minute discounts will apply depending on monthly billing amounts as follows:

Monthly charges at flat per minute rate:	Discounted per Minute rate:
\$0 to \$19.99	12¢
\$20 to \$39.99	11.65¢
\$40 to \$79.99	11.3¢
\$80 to \$199.99	10.6¢
\$200 or more	9.2¢

### 2. Flat Rate Calling Plans for Business and Residence End Users:

These plans will have a one-minute minimum billing, rounded up to bill in full minutes thereafter. Call plans apply to direct dialed calls placed within the United States. Multiple telephone lines crossbilled to a main billing number may combine minutes under one calling plan.

Call 60 Plan	Monthly fee = \$5.95 for 60 minutes Additional minutes are 12¢/minute
Call 200 Plan	Monthly fee = \$15.95 for 200 minutes

	Additional minutes are 10¢/minute
Call 350 Plan	Monthly fee = \$24.95 for 350 minutes Additional minutes are 9¢/minute
Call 600 Plan	Monthly fee = \$39.95 for 600 minutes Additional minutes are 8.5¢/minute
Call 1000 Plan	Monthly fee = \$59.95 for 1000 minutes Additional minutes are 8¢/minute

3. Rates for international calling are available [here](#). [hyperlink](#)