

**Ganado Telephone Company, Inc. and YK Communications, Ltd.**  
**(collectively d/b/a YK Communications)**

**TERMS AND CONDITIONS FOR USE OF  
INTERSTATE AND INTERNATIONAL TOLL SERVICES**

In this Agreement (“Agreement”), "you" and "your" mean the customer of Ganado Telephone Company, Inc. (“Ganado”) or YK Communications, Ltd. (“YK”) (Ganado and YK are each “Service Provider”), "we", "our", and "us" mean Service Provider.

Service Provider’s "Service" or "Services" means the Service Provider’s state-to-state and international consumer telecommunications services that you use. Your placement of an interstate or international toll call over Service Provider' network constitutes your acceptance of these terms and conditions.

**I. The Service That We Provide To Our Customers**

A. Service Provider is a common carrier and provides access to facilities, services, and equipment over which our customers may transmit voice, data, and other communications of their own choosing to interstate and international destinations.

B. Service Provider provides service on a seven 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 Appendix A (Rates and Charges for Interstate and International Long Distance Services provided by GTC-LD (5031) and Rates and Charges for Interstate and International Long Distance Services provided by YKC-LD (9000)), which can be updated periodically, and which is available here and in Service Provider’s office during regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays at 109 W Putnam Ganado, Texas 77962.

C. Service Provider primarily resells to you the interstate and international toll services of larger, facilities-based carriers. Service Provider endeavors to purchase these services at volume discounts, and to resell them to you at lower rates than you would pay if you purchased service directly from the other carriers. However, resale also means that Service Provider has no control over outages and other service disruptions on the networks of the other carriers (see limitations of liability below).

D. Service Provider has customer service representatives available 8:00 AM to 5:00 PM, Monday through Friday (excluding Holidays) to assist you with any questions or problems regarding our interstate or international toll services. A company representative can be reached during these hours by dialing 361-771-3334.

**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 you or terminated by Service Provider.

B. The rates and charges for Service Provider's interstate and international toll services are listed in Appendix A, which is available here and in Service Provider's office during regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays at 109 W Putnam Ganado, Texas 77962.

C. Charges accrue through a full billing period. We will determine the format of the bill and the billing period, and we may change both the format and billing period from time to time. For Service that is rated on a per minute basis, we may prorate or adjust a bill if the billing period covers less than or more than a full month (for this purpose, each month is considered to have 30 days). To determine the charge for each call, we round up to the next full minute for any fraction of minutes used.

D. Service Provider may restrict international toll, utilizing 011+ dialing pattern, and off-shore domestic toll to non-U.S. countries, utilizing 1+ dialing pattern. Such restriction, if applied, may be removed by Service Provider if requested by you, the customer. You are responsible for your network security management and you agree to safeguard against unauthorized access to the long distance network, and to assume financial liability if such security fails. In the event such unauthorized access occurs that stimulates toll usage billing, you are responsible to reimburse Service Provider for all toll traffic switch expenses incurred caused by the unauthorized access.

E. Service Provider will pass through to you all applicable federal, state and local taxes or surcharges (including sales, use excise, gross earnings, and gross income taxes), as well as surcharges to recover Service Provider's contributions to applicable federal or state funds (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration). We will not provide advance notice of changes to taxes and surcharges except as required by applicable law.

F. You agree to pay us for the services at the prices and charges listed in Appendix A. For Service that is rated on a per minute basis, the prices and charges for any particular call may depend on factors, such as duration of call or type of service. Current prices and plans are listed on Appendix A for both GTC-LD and YKC-LD. Service types, for example, include direct-dialed from home or operator assisted calls. The prices and charges for the Services may also include monthly fees. No late charge will be assessed upon properly disputed charges (see dispute procedures below).

G. Service Provider reserves the right to implement monthly administration fees and surcharges to recover the cost of business operation and expenses incurred due to state and federal mandates. Each required fee will be posted fifteen (15) days in advance on our website.

H. We may change the prices and charges for the Services from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Services are effective no sooner than fifteen (15) days after we post them on our website. Increases to charges that recover our costs associated with government programs are effective no sooner than three (3) days after we post the increases on our website. (Excluding taxes and

surcharges – see section II.E. herein.) We will provide further notices of increases to the prices and charges for the Services covering direct dialed calls from home under the state-to-state basic schedule and the state-to-state and international calling plans by bill message or other notice.

I. You must pay all bills or invoices on time (on or before the due date) and in U.S. money. We do not waive our right to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in full" (or similar words) on any correspondence to us.

J. Service Provider does not assess late fees for late payment or for properly disputed charges, but non-paid services that are not properly disputed are subject to service suspension. (See dispute procedures below.)

K. If your check, bank draft or electronic funds transfer is returned for insufficient funds or due to a closed account, the Company charges \$25.00 for a returned check.

L. You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk for (1) unsatisfactory credit rating, (2) insufficient credit history, (3) fraudulent or abusive use of any Service Provider services within the last five years, or (4) late payments for current or prior bills, we may require a deposit (or an advanced payment as permitted by state law) to ensure payment for the Services.

M. The amount of the deposit will be no more than any estimated one-time charges required for the Services, plus two months of the estimated per minute charges and / or monthly fees for the Services. We will pay simple interest at the annual rate set by the Texas Public Utility Commission as required by section 183.003 of the Texas Utilities Code. If you fail to pay for the Services when due, we may use the deposit without giving notice to you. If you pay undisputed bills by the due date for twelve consecutive months, we will credit the deposit to your account. Upon termination of service, the deposit will be credited to your account and any credit balance will be refunded after all amounts due us have been paid.

### **III. Obligations of Customer**

A. You are responsible for the timely payment of all billed charges for Services or facilities provided by us. If we are forced to retain an attorney to collect any of your billed charges, you are responsible for the payment of our reasonable attorney's fees and court costs.

B. You may not use Service Provider's Services in a manner that interferes unreasonably with the use of the Services by one or more other customers.

C. You may not use Service Provider's Services in an abusive, illegal or fraudulent manner, nor alter or tamper with Service Provider's connections or facilities.

D. You will indemnify us against any and all liability, including reasonable counsel fees, arising from any claims against you for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by you over our facilities, Services or equipment.

#### **IV. Resolution of Billing Disputes**

- A. If the procedures of this section are followed, you may withhold from payment the disputed portion of any bill pending resolution of the dispute.
- B. Within 30 days of the bill date of a disputed bill, we must receive from you 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 to be correct and all amounts are due and payable to us.
- C. We shall review your statement, and shall contact you by phone or issue a written initial determination within 30 days after the receipt of your statement to set forth our proposed resolution of the dispute.
- D. If you are not satisfied with our proposed resolution, you must advise us in writing within 15 days after your receipt of our initial determination of the specific reasons for the dissatisfaction, and provide any additional information, which you deem pertinent or relevant to the dispute.
- E. Within 15 days after we receive additional information, we shall make a final determination and resolution based upon all documentation or information available to us.
- F. If you continue to withhold any disputed amount determined to be owed to us, your account shall be deemed to be past due, and subject to termination.

#### **V. Limitation of Liability**

- A. Our liability for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in Services provided shall not exceed the billed charges for the defective call or calls.
- B. We, our officers, agents or employees will not be liable for indirect, incidental, special or consequential damages.
- C. We 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 any unrelated carrier or other entity affecting the facilities or equipment over which our services are provided; (5) your negligence or defects or failures of your equipment; and (6) any third party negligent acts or omissions.

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

A. We may refuse service if you fail or decline to make a deposit requested by us. We may terminate service five (5) business days (defined as any day on which Service Provider's business office is open and the U.S. mail is delivered) after written notice of termination is mailed and you fail or decline to increase a deposit in response to our request.

B. We may terminate service five (5) business days after a written notice of termination is mailed when you fail to pay a bill for more than 30 days after it was rendered, or you fail to pay disputed charges determined to be owed to us via our billing dispute resolution procedures for more than five (5) business days after the end of the dispute resolution proceeding.

C. We reserve the right to establish a credit limit for you, and to suspend service to you when you reach the applicable limit.

D. We may suspend or terminate your service immediately if we reasonably believe that you or entities using your account or facilities are using our 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 our facilities or equipment; or (4) places excessive capacity demands upon our facilities or service.

APPENDIX A

Rates and Charges for Interstate and International Long Distance Services  
provided by GTC-LD (5031)

Per Minute Rates (All Periods)

<u>Jurisdiction</u>	<u>Direct Dial Per Minute Rate</u>
Inside Texas.....	\$0.12
47 United States (outside Texas) .....	\$0.10
Alaska .....	\$0.36
Hawaii.....	\$0.23
Puerto Rico.....	\$0.25
Northern Marianas (Saipan).....	\$0.47
US Virgin Islands.....	\$0.25

<u>Country</u>	<u>Direct Dial Per Minute Rate</u>
Afghanistan .....	\$2.32
Albania .....	\$0.36
Algeria .....	\$0.57
American Samoa.....	\$0.34
Andorra.....	\$0.19
Andorra Mobile.....	\$0.86
Angola.....	\$0.43
Anguilla.....	\$0.51
Antarctica.....	\$0.96
Antigua & Barbuda.....	\$0.48
Argentina .....	\$0.30
Argentina Buenos Aires .....	\$0.22
Argentina Cordoba.....	\$0.22
Argentina Mendoza.....	\$0.22
Argentina Mobile.....	\$0.76
Argentina Rosario.....	\$0.22
Armenia .....	\$0.96
Aruba .....	\$0.37
Ascension Island.....	\$1.15
Australia.....	\$0.16
Australia Melbourne.....	\$0.16

Australia Mobile .....	\$0.45
Australia Sydney.....	\$0.16
Austria.....	\$0.22
Austria Mobile .....	\$0.54
Austria Vienna.....	\$0.16
Azerbaijan.....	\$0.45
Bahamas .....	\$0.26
Bahrain.....	\$0.55
Bangladesh.....	\$0.82
Bangladesh Dhaka.....	\$0.74
Bangladesh Mobile .....	\$0.82
Barbados .....	\$0.42
Belarus .....	\$0.49
Belgium.....	\$0.14
Belgium Brussels.....	\$0.14
Belgium Mobile .....	\$0.51
Belize.....	\$0.43
Benin .....	\$0.80
Bermuda.....	\$0.23
Bhutan .....	\$0.48
Bolivia.....	\$0.48
Bolivia Cochabamba .....	\$0.48
Bolivia La Paz.....	\$0.48
Bolivia Mobile .....	\$0.74
Bolivia Santa Cruz.....	\$0.48
Bosnia & Herzegovina.....	\$0.45
Bosnia & Herzegovina Mobile.....	\$0.45
Botswana .....	\$0.34
Brazil.....	\$0.21
Brazil Belo Horizonte.....	\$0.14
Brazil Brasilia.....	\$0.20
Brazil Campinas.....	\$0.20
Brazil Curitiba.....	\$0.20
Brazil Goiania.....	\$0.20
Brazil Mobile .....	\$0.46
Brazil Recife.....	\$0.20
Brazil Rio De Janeiro .....	\$0.12
Brazil Sao Paulo .....	\$0.12
Brazil Vitoria .....	\$0.20
British Virgin Islands .....	\$0.34
Brunei.....	\$0.45
Bulgaria.....	\$0.37
Bulgaria Mobile.....	\$0.40
Burkina Faso .....	\$1.18
Burundi.....	\$0.42

Canada.....	\$0.12
Cambodia.....	\$1.58
Cambodia Mobile.....	\$1.58
Cameroon.....	\$0.60
Cape Verde Islands.....	\$0.65
Cayman Islands.....	\$0.30
Central African Republic.....	\$0.63
Chad.....	\$1.34
Chile.....	\$0.13
Chile Mobile.....	\$0.50
China.....	\$0.32
China Beijing.....	\$0.32
China Mobile.....	\$0.76
China Shanghai.....	\$0.32
Christmas & Cocos Islands.....	\$0.64
Colombia.....	\$0.51
Colombia Baranquilla.....	\$0.25
Colombia Bogota.....	\$0.21
Colombia Cali.....	\$0.23
Colombia Medellin.....	\$0.23
Colombia Mobile.....	\$0.30
Comoros.....	\$0.84
Congo.....	\$0.81
Cook Islands.....	\$1.45
Costa Rica.....	\$0.25
Costa Rica Mobile.....	\$0.76
Croatia.....	\$0.45
Croatia Mobile.....	\$0.50
Cuba.....	\$1.86
Cyprus.....	\$0.34
Cyprus Mobile.....	\$0.56
Czech Republic.....	\$0.20
Czech Republic Mobile.....	\$0.49
Denmark.....	\$0.13
Denmark Mobile.....	\$0.49
Diego Garcia.....	\$4.03
Djibouti.....	\$0.86
Dominica.....	\$0.49
Dominican Republic.....	\$0.21
East Timor.....	\$0.24
Ecuador.....	\$0.48
Ecuador Guayaquil.....	\$0.48
Ecuador Mobile.....	\$0.76
Ecuador Quito.....	\$0.48
Egypt.....	\$0.43
Egypt Cairo.....	\$0.43

Egypt Mobile .....	\$0.52
El Salvador .....	\$0.37
El Salvador Mobile.....	\$0.39
Equatorial Guinea.....	\$0.73
Eritrea.....	\$1.47
Estonia.....	\$0.20
Estonia Mobile.....	\$0.60
Ethiopia.....	\$1.65
Falkland Islands.....	\$1.06
Faroe Islands.....	\$1.00
Fiji Islands .....	\$0.83
Finland .....	\$0.13
Finland Helsinki.....	\$0.13
Finland Mobile.....	\$0.55
France.....	\$0.12
France Mobile .....	\$0.58
France Paris.....	\$0.12
French Antilles .....	\$0.47
French Guiana.....	\$0.49
French Polynesia.....	\$0.55
Gabon.....	\$0.41
Gambia .....	\$0.63
Georgia.....	\$0.42
Georgia Mobile .....	\$0.52
Germany.....	\$0.14
Germany Berlin.....	\$0.14
Germany Mobile .....	\$0.46
Ghana.....	\$0.51
Ghana Mobile .....	\$0.51
Gibraltar .....	\$0.24
Gibraltar Mobile.....	\$0.71
Gmss.....	\$15.98
Greece.....	\$0.22
Greece Athens.....	\$0.21
Greece Mobile .....	\$0.53
Greenland .....	\$0.93
Grenada.....	\$0.53
Guadeloupe .....	\$0.39
Guantanamo Bay.....	\$1.77
Guatemala.....	\$0.52
Guatemala Mobile.....	\$0.76
Guinea.....	\$0.48
Guinea Bissau.....	\$2.18
Guyana.....	\$1.55
Haiti .....	\$0.73
Haiti Mobile .....	\$1.03

Honduras .....	\$0.88
Hong Kong.....	\$0.14
Hong Kong Mobile .....	\$0.76
Hungary .....	\$0.21
Hungary Budapest.....	\$0.16
Hungary Mobile .....	\$0.46
Iceland .....	\$0.20
Iceland Mobile .....	\$0.58
India.....	\$0.76
India Bangalore .....	\$0.76
India Bombay.....	\$0.76
India Calcutta.....	\$0.76
India Hyderabad.....	\$0.76
India Madras .....	\$0.76
India Mobile.....	\$0.76
India New Delhi .....	\$0.76
India Pune.....	\$0.76
Indonesia.....	\$0.37
Indonesia Jakarta .....	\$0.20
Indonesia Mobile.....	\$0.51
Inmarsat A.....	\$13.93
Inmarsat B.....	\$6.28
Inmarsat M.....	\$6.17
Inmarsat Mini M .....	\$5.46
Iran.....	\$0.64
Iraq.....	\$1.85
Ireland .....	\$0.12
Ireland Dublin.....	\$0.12
Ireland Mobile .....	\$0.54
Israel .....	\$0.23
Israel Mobile.....	\$0.37
Italy.....	\$0.17
Italy Mobile .....	\$0.49
Ivory Coast .....	\$0.67
Jamaica .....	\$0.65
Japan.....	\$0.17
Japan Mobile.....	\$0.50
Japan Nagoya.....	\$0.16
Japan Osaka.....	\$0.12
Japan Tokyo .....	\$0.12
Japan Yokohama.....	\$0.17
Jordan .....	\$0.64
Jordan Mobile.....	\$0.64
Kazakhstan.....	\$0.43
Kenya .....	\$0.81
Kiribati .....	\$1.16

Kosovo Mobile.....	\$0.52
Kuwait.....	\$0.47
Kuwait Mobile.....	\$0.76
Kyrgyzstan.....	\$0.48
Laos.....	\$0.88
Latvia.....	\$0.39
Latvia Mobile.....	\$0.54
Lebanon.....	\$0.49
Lebanon Mobile.....	\$0.56
Lesotho.....	\$0.36
Liberia.....	\$0.41
Libya.....	\$0.44
Liechtenstein.....	\$0.16
Lithuania.....	\$0.37
Lithuania Mobile.....	\$0.37
Luxembourg.....	\$0.16
Luxembourg Mobile.....	\$0.53
Macau.....	\$0.41
Macedonia.....	\$0.63
Madagascar.....	\$1.00
Madagascar Mobile.....	\$1.00
Malawi.....	\$0.47
Malaysia.....	\$0.14
Malaysia Kuala Lumpur.....	\$0.14
Malaysia Mobile.....	\$0.52
Maldives.....	\$0.84
Mali Republic.....	\$1.02
Malta.....	\$0.37
Malta Mobile.....	\$0.37
Marshall Islands.....	\$0.72
Mauritania.....	\$0.91
Mauritius.....	\$0.67
Mayotte Island.....	\$0.84
Mexico.....	\$0.17
Micronesia.....	\$1.10
Moldova.....	\$0.37
Monaco.....	\$0.21
Monaco Mobile.....	\$0.52
Mongolia.....	\$0.61
Montserrat.....	\$0.98
Morocco.....	\$0.91
Morocco Mobile.....	\$0.91
Mozambique.....	\$0.52
Myanmar & Burma.....	\$0.78
Nakhodka.....	\$1.94
Namibia.....	\$0.34

Nauru .....	\$1.81
Nepal .....	\$0.74
Netherlands .....	\$0.12
Netherlands Mobile .....	\$0.54
Netherlands Antilles.....	\$0.35
Netherlands Antilles Mobile.....	\$0.64
New Caledonia.....	\$0.88
New Zealand.....	\$0.17
New Zealand Auckland.....	\$0.17
New Zealand Mobile .....	\$0.51
Nicaragua.....	\$0.66
Nicaragua Mobile .....	\$0.76
Niger.....	\$0.62
Nigeria.....	\$0.97
Niue Island .....	\$2.58
Norfolk Island.....	\$0.88
North Korea .....	\$1.29
Norway.....	\$0.14
Norway Mobile.....	\$0.49
Oman.....	\$0.96
Oman Mobile .....	\$0.96
Pakistan .....	\$0.63
Pakistan Karachi.....	\$0.63
Pakistan Mobile .....	\$0.63
Palau.....	\$1.24
Palestine .....	\$0.21
Palestine Mobile .....	\$0.76
Panama .....	\$0.40
Panama Mobile.....	\$1.12
Papua New Guinea.....	\$0.50
Paraguay.....	\$0.45
Paraguay Mobile.....	\$0.59
Peru .....	\$0.42
Peru Lima.....	\$0.31
Peru Mobile.....	\$0.79
Philippines .....	\$0.31
Philippines Manila.....	\$0.31
Philippines Mobile.....	\$0.74
Poland.....	\$0.20
Poland Mobile.....	\$0.61
Portugal .....	\$0.16
Portugal Mobile.....	\$0.56
Qatar.....	\$0.74
Qatar Mobile.....	\$1.11
Reunion Island .....	\$0.59
Romania.....	\$0.49

Russia.....	\$0.37
Russia Mobile.....	\$0.37
Russia Moscow.....	\$0.16
Russia Overlay.....	\$0.34
Russia St. Petersburg.....	\$0.19
Rwanda.....	\$1.17
Sakhalin.....	\$0.88
San Marino.....	\$0.20
Sao Tome.....	\$2.31
Saudi Arabia.....	\$0.64
Senegal.....	\$0.80
Seychelles.....	\$0.74
Sierra Leone.....	\$0.81
Singapore.....	\$0.14
Singapore Mobile.....	\$0.76
Slovakia.....	\$0.32
Slovakia Mobile.....	\$0.43
Slovenia.....	\$0.32
Slovenia Mobile.....	\$0.48
Solomon Islands.....	\$1.96
Somalia.....	\$2.50
South Africa.....	\$0.49
South Africa Johannesburg.....	\$0.44
South Africa Mobile.....	\$0.74
South Korea.....	\$0.19
South Korea Mobile.....	\$0.31
South Korea Seoul.....	\$0.19
Spain.....	\$0.12
Spain Mobile.....	\$0.51
Sri Lanka.....	\$0.83
St. Helena.....	\$1.04
St. Kitts.....	\$0.45
St. Lucia.....	\$0.45
St. Pierre & Miquelon.....	\$0.63
St Vincent & Grenadines.....	\$0.50
Sudan.....	\$1.03
Suriname.....	\$1.21
Swaziland.....	\$0.33
Sweden.....	\$0.12
Sweden Mobile.....	\$0.52
Sweden Stockholm.....	\$0.12
Switzerland.....	\$0.12
Switzerland Mobile.....	\$0.63
Syria.....	\$0.99
Taiwan.....	\$0.13
Taiwan Mobile.....	\$0.31

Taiwan Taipei .....	\$0.13
Tajikistan .....	\$0.60
Tanzania .....	\$0.63
Tanzania Mobile .....	\$0.95
Thailand.....	\$0.35
Thailand Bangkok.....	\$0.35
Thuraya.....	\$1.89
Togo.....	\$1.03
Tokelau .....	\$0.98
Tonga Islands.....	\$1.18
Trinidad & Tobago .....	\$0.51
Tunisia.....	\$0.67
Turkey .....	\$0.41
Turkey Istanbul.....	\$0.24
Turkey Mobile .....	\$0.76
Turkmenistan .....	\$0.61
Turks & Caicos Islands .....	\$0.55
Tuvalu.....	\$1.45
Uganda .....	\$0.52
Ukraine.....	\$0.53
Ukraine Kiev .....	\$0.31
United Arab Emirates .....	\$0.60
United Arab Emirates Mobile.....	\$0.76
United Kingdom.....	\$0.12
United Kingdom London .....	\$0.12
United Kingdom Mobile .....	\$0.58
Uruguay .....	\$0.46
Uruguay Mobile.....	\$1.12
Uzbekistan.....	\$0.40
Uzbekistan Mobile.....	\$0.40

**Rates and Charges for Interstate and International Long Distance Services  
provided by YKC-LD (9000)**

**Unlimited Interstate Long Distance**

<u>Service</u>	<u>Flat Rate Per Month</u>
Residential.....	\$5.00
Business.....	\$10.00

**Unlimited International Long Distance**

<u>Service</u>	<u>Flat Rate Per Month</u>
Residential.....	\$5.00
Business.....	\$10.00