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**nTelos Customer Services Agreement for Interstate
and International Long Distance**

Thank you for using nTelos long distance services. In this Agreement (“Agreement”), “you” and “your” mean the customer of the nTelos services defined below, and “nTelos”, “we,” “our,” and “us” mean nTelos. By enrolling in, using, or paying for the services, you agree to the prices, charges, terms and conditions in this agreement. If you do not agree to these prices, charges, terms and conditions, do not use the services, and cancel the services immediately by calling nTelos at 1-877-468-3567 for further directions. “Service” or “Services” means:

any nTelos interstate, or international telecommunications services, including associated features and functions, that you subscribe to, use or pay for.

This Agreement does not cover nTelos local services, nTelos instate long distance services, calls made by “casual” calling, nTelos Wireless services, and nTelos Internet Services. The Services covered in this Agreement are subject to billing availability and may not be available at all locations. Specific prices and charges, service descriptions and other terms and conditions not set forth here that apply to each of your services can be found on the website at www.ntelos.com or you can call 1-877-468-3567 and speak to a customer care representative. This agreement incorporates by reference the prices, charges, terms and conditions included on the nTelos website.

1. CHARGES AND PAYMENTS.

a. General. You agree to pay us for the Services at the prices and charges listed on the nTelos website. The rates and charges for any particular call may depend on a number of factors listed on the nTelos website, which include, for example, the duration of a call, the time of day and day of week, the distance called, and the type of service. Service types include, for example, direct-dialed from home, operator assisted or calling card calls. The prices and charges for the Services may also include, for example, monthly fees, monthly minimums, or connection charges.

b. Price Changes. We may change the rates and charges for the Services from time to time. We may decrease rates without providing advance notice. Increases to the prices or charges for the Services will be effective fifteen days after we post them on our Web site at www.ntelos.com. Increases to charges that recover our costs associated with government programs are effective no sooner than three days after we post the increases on our Web site (excluding taxes and surcharges under Section 1.e.). We will provide further notices of increases to the prices and charges as follows: For the Services covering direct-dialed calls under the interstate basic schedule and the interstate and international calling plans, we will notify you of these increases by bill message or other notice; and for the following types of

calls we will provide you the prices and charges if you request this information at the time you make a call (or at the time you receive a collect call): nTelos Calling Card calls, nTelos collect calls; nTelos person-to-person calls; calls made with a commercial credit card or local phone company calling card; calls billed to a third party; and other types of operator-assisted calls.

c. Payments. You must pay all bills or invoices on time (on or before the due date) and in U.S. currency. 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. If you make any late payments, and we bill you for the Services, we will charge you a late fee of 1.5%, which we apply to that period’s charges and any outstanding charges and late payment charges which remain unpaid at the time of the next bill. If your check, bank draft or electronic funds transfer is returned for insufficient funds, and we bill you for the Services, we will charge you \$30 service charge per occasion. When payment is made by credit card, payment will also be subject to terms and conditions required by the credit card issuer.

d. Charges and Billing. Charges accrue through a full billing period. 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). We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time. You are responsible to prevent the unauthorized use of the Services, and you are responsible for payment for any such unauthorized use.

e. Taxes and Other Charges. You must pay all taxes, fees, surcharges and other charges that we bill you for the Services, unless you can show with documentation satisfactory to us that you are exempt. Taxes and surcharges will be in the amounts that federal, state and local authorities require us to bill you. We will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

2. SUSPENDING AND CANCELING THE SERVICES.

a. Your Cancellation of the Services. This Agreement remains in effect for any Services that you continue to be enrolled in, use, or pay for. If you want to cancel all of the Services, discontinue your use of all the services and call us toll free at 1-877-468-3567 for further instructions.

b. Fraudulent Use. You will not use the Services for any unlawful, abusive, or fraudulent purpose, including, for example, using the Services in a way that (1) interferes with our ability to provide Services to you or other customers; or (2) avoids your obligation to pay for the Services. If nTelos has reason to believe that you or someone else is abusing the Services or using them fraudulently or unlawfully, we can immediately

suspend, restrict, or cancel the Services without advance notice.

c. Failure to Pay. Upon advance notice, we may suspend, restrict, or cancel the Services in this Agreement if you do not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges.

d. Other. nTelos may from time to time discontinue certain Services, subject to applicable law and regulation.

e. Outstanding Charges. If the Services are suspended, restricted, or cancelled, any charges will accrue through the date that nTelos fully processes the suspension, restriction or cancellation. You must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of cancellation. Subject to Section 7, you must reimburse us for any reasonable costs we incur, including attorney’s fees, to collect charges owed to us. If you want us to renew the Services, we may require that you pay a deposit.

f. Unlimited Plan. The unlimited plan is only available for voice service and is not intended for Internet and/or data use. nTelos reserves the right to change unlimited long distance packages to measured rate long distance packages when abusive practices or data use is suspected.

3. INDEMNIFICATION.

You agree that we should not be responsible for any third party claims against us that arise from your use of the Services. Further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorneys’ fees, unless such claims are based on our willful misconduct or gross negligence. This provision will continue to apply after the agreement ends.

4. LIMITATIONS OF LIABILITY.

This section describes the full extent of our responsibility for any claims you make for damages caused by the failure of the services, or any other claims in connection with the services or this agreement. If our negligence causes damage to person or property, we will be liable for no more than the amount of direct damages to the person or property. For any other claim, we will not be liable for more than the amount of our charges for the services during the affected period. For all claims, we will not be liable for indirect or consequential damages, including but not limited to, lost profits or revenue or increased costs of operation. We also will not be liable for punitive, reliance or special damages, these limitations apply even if the damages were foreseeable or we were told they were possible, and they apply whether the claim is based on contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. We will not be liable for any damages if services are interrupted, or there is a problem with the interconnection of our services with the services or equipment of some other party. This section

will continue to apply after the agreement ends.

5. WARRANTIES.

Except as this agreement expressly states, we make no express warranty regarding the services and disclaim any implied warranty, including any warranties of merchantability or fitness for a particular purpose. We also make no warranty that the services will be uninterrupted or error free, we do not authorize anyone, including, but not limited to nTelos employees, agents or representatives, to make a warranty of any kind on our behalf and you should not rely on any such statement.

6. CREDIT ALLOWANCES FOR INTERRUPTIONS.

If an interruption or failure of Services is caused solely by nTelos and not by you or a third party or other causes beyond our reasonable control, you may be entitled to a credit allowance.

7. BILLING DISPUTES.

If you believe you have been billed in error, you must contact the Company within sixty (60) days of the date of the bill, which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old. You 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 billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within twenty (20) days thereafter, and if you fail to pay this amount within the time required, our account will be deemed past due and unpaid. In such event, the Company will be entitled to terminate your Service immediately without any liability whatsoever and/or require an additional deposit. In addition, any payments you withheld pending resolution of the dispute may be subject to a late payment fee of one and one-half percent (1.50%) per month for the period during which such charges remain unpaid.

8. MISCELLANEOUS.

a. **No Third Party Rights.** This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. **Acts Beyond Our Control.** Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. **Notices.** Notices from you to nTelos must be provided as specified in this Agreement. Notice from you to nTelos made by calling nTelos is effective as of the date that our records show that we received your call. nTelos notice to you under this Agreement will be provided by one or more of the following: posting on our Web site, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you.

d. **Separability.** If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

e. **Governing Law.** This Agreement will be governed by the law of the State of Virginia and West Virginia, without regard to its choice of law rules.

9. CHANGES TO THIS AGREEMENT.

This Agreement may only be changed in the manner provided for in this Section. We may change this Agreement, from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in Section 1 of this Agreement. With respect to all other changes to this Agreement, we will notify you of the changes, and they will be effective no sooner than fifteen days after we post them at www.ntelos.com. You may also request a copy of the revised Agreement by calling nTelos toll free at 1-877-468-3567.

IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS, OR CONDITIONS, YOU AGREE TO THE CHANGES.

BY ENROLLING IN, USING, OR PAYING FOR ANY NEW OR ADDITIONAL SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT.

**1154 Shenandoah Village Drive
Waynesboro, VA 22980**