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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The state of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35 A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Chapter 204 – Basic Service Calling Areas

Chapter 230 – Installation, Maintenance and Ownership of Customer Premises Wire

Chapter 250 – Coin operated Telephone Service

Chapter 280 – Provision of Competitive Telecommunications Service

Chapter 294 – Lifeline and Link – up Service Programs

Chapter 296 – Selection of Primary Interexchange and Local Exchange Carriers

Chapter 870 – Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

Chapter 86,290,291 and 292 concerning application for service, billing, payment, deposit, disconnection, dispute resolution, and other credit and collection procedures.

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

1. FOR INTEREXCHANGE SERVICE:

Discount for Hearing Impaired Customers. Upon customer request, the Company will automatically apply a 70% reduction for intrastate toll calls made from line used by certified deaf, hard of hearing or speech impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35 A M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his a 70% rate reduction for relevant billed calls made during each billing period.

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

2. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35 A M.R.S.A §1303.

Terms and Conditions

Definitions

1. “Carrier”, “Company”, or “Utility” refers to UI Long Distance.
2. “Completed” call is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.
3. “Customer” means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of service.
4. “Residential” customer is a customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.
5. “Service” means any telecommunications service(s) provided by the carrier under these schedules.
6. “Station” is a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
7. **Reserved for future use.**

General Description of Services Offered

1. These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
2. Company services are available for residential and business customers.

Terms and Conditions

Credit, Collection, and Dispute Resolution Procedures

1. Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 290, 291, 292 and 870 of the Maine Public Utilities Commission's Rules and Regulations.
2. Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules and Regulations.
3. The Company does not charge a fee to establish service.
4. For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
5. The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
6. The Company charges twenty-five dollars \$25.00 to restore service that was disconnected for nonpayment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
7. All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
8. As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the company shall furnish the customer with proof of the bank charge.

Terms and Conditions

Credit, Collection, and Dispute Resolution Procedures (Cont'd)

9. All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with credit and collection activities per Chapter 290,291,292 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.

10. Customer complaints are handled by a full service customer service department. Customers may call 1-888-887-1666 from 8:00 a.m. to 5:00 pm., Monday through Friday or submit a written complaint to:

**Northland Long Distance
627 Route 3
South China, Maine 04358**

If the customer is not satisfied with the Company's response, the customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, ME 04333-0018. Telephone; 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

Terms and Conditions

Interruption of Service/Liability

1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
2. The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
3. Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
4. The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.
5. Any provisions that limit liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316(5), Exclusion or Modification of Warranties.

Rate Schedule 1-A
Northland Calling Plan: Basic

Description of Service

Northland Calling Plan: Basic is a switched outbound service offered to commercial (business/nonresidential) and residential customers. Calls are billed in six second increments, with an eighteen second minimum billing increment.

Rates

1.1 Class B Service (business)

- a. Per unit charge

<u>Billing Unit</u>	<u>Switched</u>
Per minute	\$0.130

- b. Surcharges – see Rate Schedule 4

- c. Per unit time period - Calls are billed in six second increments, with an eighteen second minimum.

1.2 Class R Service (residential)

- a. Per unit charge

<u>Billing Unit</u>	<u>Switched</u>
Per minute	\$0.140

- b. Surcharges – see Rate Schedule 4

- c. Per unit time period - Calls are billed in six second increments, with an eighteen second minimum.

Rate Schedule 1-B
Northland Calling Plan: 10-450

Description of Services

Northland Calling Plan: 10-450 is a switched outbound service offered to commercial (business/nonresidential) and residential customers. The customer pays a monthly connection charge plus a charge per minute for calls, which are billed in six second increments, with an eighteen second minimum billing increments. The rates, terms and conditions for this service are the same for both business and residential customers.

Rates

- a. Connection charge

<u>Billing Unit</u>	<u>Rate</u>
Per month	\$4.50

- b. Per unit charge

<u>Billing Unit</u>	<u>Rate</u>
Per minute	\$0.10

- c. Surcharges – see Rate Schedule 4

- d. Per unit time period - Calls are billed in six second increments, with an eighteen second minimum.

Rate Schedule 1 – C
Business Premium Plan

Description of Service

Business Premium Plan is a switch inbound and outbound service offered to nonresidential customers. The customer taking service under this rate schedule will pay a monthly connection charge plus charges for calls on a per minute basis. Calls will be billed in six-second increments, with a six-second or thirty second minimum billing increment depending on the type of call, as further described herein. Customers requesting service under this rate schedule must take both Inter and Intra PIC.

Rates

1. Connection Charge

<u>Billing Unit</u>	<u>Rate</u>
Per month	\$4.95

- a. Surcharge – Service under this rate schedule is subject to surcharge set forth in Rate Schedule 4.
- b. Waiver – The monthly connection charge of \$4.95 per account shall be waived for customers with a one year term agreement. Single Service Fee does not apply.

2. 1+Billing

Requires both Inter and Intra PIC. This plan is billed in six-second increments, with a six second minimum.

Interlata Service	Intralata Service
\$0.07 per minute	\$0.06 per minute

3. 8xx Billing

Requires both Inter and Intra PIC. This plan is billed in six-second increments, with a thirty second minimum.

Interlata Service	Intralata Service
\$0.07 per minute	\$0.06 per minute

4. Calling Card Services

Requires both Inter and Intra PIC. This plan is billed in six-second increments, with a thirty second minimum. Calling Card Service under this rate schedule is subject to surcharges imposed by pay station providers.

Interlata Service	Intralata Service
\$0.15 per minute	\$0.15 per minute

Rate Schedule 2
Complementary Services

Description of Services

- A. Calling Card Services – Calling Card Service is offered as a complement to the Company’s intrastate message telecommunications service. It allows customers to originate calls from any point within the state through use of a Calling Card via the Company’s 800 Universal Access Number. Calls may be terminated to any point within the state via shred use facilities.

Callers may utilize the Calling Card from either a tone generating or rotary dial telephone, through use of the Company’s 800 access number. Calls originating for rotary phones will be completed with the assistance of operators.

- B. Directory Assistance – Directory Assistance is available to customers of any of the Company’s services. Two calls a billing period are allowed at no charge . A charge will apply to each directory Assistance call after the initial two. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Rates

- 2.1 Calling Card Services
- a. per unit charge
 - | | |
|---------------------|---------------|
| <u>Billing Unit</u> | <u>\$0.21</u> |
|---------------------|---------------|
 - b. surcharges – see Rate Schedule 4
 - c. per unit time period – Calls are billed in six-second increments, with an eighteen second minimum.
- 2.2 Directory Assistance
- a. per unit charge - Charge per connection \$0.650
 - b. surcharges – see Rate Schedule 4
 - c. per unit time period – A charge is applied to each call regardless of length of time.

Rate Schedule No. 3
800 Services

Description of Service

- . 800 Services is an inbound service originating on feature group D facilities provided by the Local Exchange Carrier (LEC) and terminating on a commercial (business/nonresidential) or residential line. This service enables customers to receive 800 service calls at their residence or place of business. Calls are billed in six-second increments with eighteen-second minimum billing increment.

Rates

3.1 Class B. Services (business)

- a. Per unit charge

<u>Billing Unit</u>	<u>Switched</u>
	\$0.130

- b. Surcharges – see Rate Schedule 4

- c. Per unit time period – Calls are billed in six-second increments, with an eighteen second minimum.

1.2 Class R Services (residential)

- a. Per unit charge

<u>Billing Unit</u>	<u>Switched</u>
	\$0.140

- b. Surcharges – see Rate Schedule 4

- c. Per unit time period – Calls are billed in six-second increments, with an eighteen second minimum.

Rate Schedule No. 4
Other Charges

4.1 Directory Assistance Service

Intentionally Left Blank

4.2 Maine Universal Service Fund (MUSF) Surcharge

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail customer for bills rendered on or after May 15, 2003. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

4.3 Maine Telecommunications Education Access Fund Surcharge

A Maine Telecommunications Education Access Fund (MTEAF) surcharge as provided in 35 A M.R.S.A. section 7104 B applies per month as a percentage, established by the Commission, of each residence and business customer's bill for all intrastate retail charges for telecommunications service.

Rate Schedule No. 5
Northland Bundled Service Plans

Description of Service

Northland Bundled Service Plans are switched outbound services available only to customers who have subscribed to a Home Phone Plan with one of the following companies: China Telephone Company, Community Service Telephone Company, Maine Telephone Company, Northland Telephone Company of Maine, Inc., Sidney Telephone Company and Standish Telephone Company. (“Companies”) The Bundled Plan for the Customer will be determined by which Home Phone Plan is selected by the Customer. The pricing under the applicable Bundled Plan will be effective during the period of time the Customer remains on the Home Phone Plan. Long distance calling in the Bundled Plans will include regional, intrastate and interstate within the continental US as well as Canada. (Hawaii and Alaska are excluded.)

Rates

- | | | |
|----|----------------------|---|
| a. | Standard Plans | Same as 10-450 Plan, but with no connection charge. |
| b. | 150 Plans | No per minute charge for first 150 minutes, 10 cents per minute for additional minutes. No separate connection charge. |
| c. | 300 Plans | No per minute charge for first 300 minutes, 10 cents per minute for additional minutes. No separate connection charge. |
| d. | 1500 Plans* | No per minute charge for first 1500 minutes, 10 cents per minute for additional minutes. No separate connection charge. |
| e. | Surcharges | All Plans subject to Rate Schedule No. 4 |
| f. | Per Unit Time Period | Calls are measured in six-second increments, with an eighteen second minimum. |

*The 1500 Plans apply to voice communications only, and do not include internet or data communications.