

Telephone and/or Telephone w/ Internet Bundles Terms

Overview

- Westelcom is committed to providing our customers with reliable phone and data services and allow you to choose the package and options best suited for you. We are dedicated to safeguard any personal information collected on-line, in writing or by phone calls.

Privacy Policy

- We disclose our privacy practices and procedures in this document.
- We do not disclose information about your individual visits to Westelcom or information that you may give us online such as your name, email address or telephone number or any other information given, to any outside companies or individuals.
- We destroy all credit cards, financial and personal data we receive by shredding after internal use.
- We will not disclose our customer list or any other data to a third party person/company without your permission or unless ordered by a Court.
- We have certain state of the art security procedures in place to protect against the loss, misuse, or alteration of information under the company's control.
- Westelcom takes special care to protect safety and privacy of young people using our services, and encourages you to participate in your child's experience in cyberspace. Westelcom is a general audience network and site, and we do not knowingly collect information about children. For parents who are Westelcom customers, Westelcom recommends you closely monitor your child's actions in cyberspace and to contact us if you want any further suggestions on safety before your child explores the Internet. Westelcom offers Internet Content Filtering to protect your child from being exposed to inappropriate web sites.
- Westelcom encourages you to review the privacy statements of Web sites you choose to link to from Westelcom and/or other provider's links or sites, so that you can understand those web sites. Westelcom is not responsible for the privacy statements or other content on Web sites outside of the Westelcom Family of Companies sites.

Security

- We have put into place appropriate physical, electronic and managerial procedures to safeguard and help prevent unauthorized access, maintain data security and correctly use the information we collect on-line, by phone or in writing. Westelcom operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary, and only authorized individuals have access to the information provided by our users.

Policy Changes

- Since this policy may change over time as we modify or expand our services, we suggest that you check back from time to time in order to understand how we treat your information. Your active use of Westelcom services constitutes your agreement to the terms of this privacy policy. Westelcom will update these terms and conditions as necessary and notify residential customers of their rights and responsibilities on an annual basis.

Technical Support

Effective April 1, 2005, our Technical Support Center hours will be 7 days a week from 6 a.m.-Midnight. Business support on-call services are available 24 hours a day.

With Whom This Information May Be Shared

- We will disclose information we maintain when required to do so by law. For example in response to a court order or a subpoena. We also may disclose information in response to a law enforcement agency's request and when we are in receipt of proper documentation. We will not use or transfer personally

identifiable information in ways that are materially different from the ones described above without also providing adequate notification of such practices and obtaining consent for any materially different uses.

Access to Westelcom Services is provided subject to the following:

- Special package prices will not be valid if all components of this package do not remain with Westelcom. These special package prices will not apply with another long distance carrier.
- Connection fees will apply for service activation.
- Package pricing excludes required Taxes and Surcharges. These charges will be assessed to the applicable portion of your bill.
- Any promotional Long Distance packages apply to direct dial, continental US calls only. Directory or Operator assisted calls are regulated at individual rates and are exempt from any promotional pricing. Free minutes apply to only one phone line, unless purchased separately.
- Westelcom is not responsible for any long distance telephone charges incurred when connected or in attempt to connect to our service. It is your responsibility to ensure that the number you are dialing into is local for you.
- Westelcom Internet Services and all other services provided may only be used for lawful purposes. Transmission or storage of any information, data, or material in violation of any US Federal or State regulation or law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Westelcom from any claims resulting from your use of the service that damages you or another party or parties.
- Any access to other networks connected to the Westelcom Internet Service must comply with the rules for that network.
- Use of any information obtained via the Westelcom Internet Service is at your own risk. Westelcom Internet specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- The right to use the Westelcom Service is not transferable. Westelcom Internet allows user's unlimited intermittent access to the Internet. "Intermittent" access means you can dial up as often as required, but you may not deliberately keep a connection open if it is not actually in use by a person. You can not use more than one login session per account at any time. If you have multiple accounts, you are limited to one login session per account at any time.
- You certify that you are at least 18 years of age. Minors must have parents or legal guardians sign an account application.
- Westelcom reserves the right to suspend internet service to you at any time, and for any reason, without notice.
- Westelcom reserves the right to suspend, restrict, or terminate your access to Westelcom Service for any reason, including if your use of Westelcom Internet causes or is likely to cause the whole part of the Westelcom Internet Service to be interrupted, damaged, rendered less efficient or in any way impaired.
- Westelcom reserves the right to change prices and institute new fees. Westelcom will announce price changes at www.westelcom.com, or via e-mail or conventional mail at least thirty days before change occurs.
- Westelcom requires 30 days notification prior to disconnect.
- When requesting a change in your services a fee may be involved. Usually, these are charges from outside parties that we pass along to the customer. These changes can include adding services or features.
- Westelcom is not liable for any down time or service interruptions due to Telephone conditions, computer or modem difficulties. As a Westelcom subscriber, you are responsible for checking your Westelcom e-mail for any service notification from Westelcom.
- Certain packages and services may only apply in specified areas. A Westelcom representative can further assist you on the services we can offer you.
- A fee of \$20 will be charged for a returned check.
- Westelcom will not disconnect due to non payment until 25 days have elapsed from the date of the bill due. This bill must have been mailed within 6 business days from that date.
- Late charges of 1.5% per month will apply to balances over 30 days.
- Disconnection for non-payment could result in permanent loss of your telephone number.
- Reconnect charges and service delays may apply to services disconnected for any reason, including missed payments.
- Disputes must be received no later than 30 days from bill date.
- Westelcom does reserve the right to require proof of identity before providing service.

- In the event of a default on the payment of any balances due Westelcom, You agree to pay all attorney's fees incurred by Westelcom including costs and disbursements.

Letter of Authorization:

- I hereby acknowledge that I have the legal authority to authorize, and warrant that I am free of any third party obligation preventing me from authorizing, Westelcom, and/or its subsidiaries and/or authorized agents to make any and all inquiries necessary for the purpose of obtaining Customer Service Records information.
- Furthermore, I hereby acknowledge that I have the legal authority to authorize, and warrant that I am free of any third-party obligation preventing me from authorizing, Westelcom, and/or its subsidiaries and/or authorized agents to act as my agent for the purpose of TAKING ANY AND ALL ACTIONS REQUIRED (including the removal of any account protection/freezes) required to implement the LOCAL, INTRALATA, INTRASTATE, INTERSTATE, INTERNATIONAL LONG DISTANCE, and/or other services described herein for all my physical service and billing locations as noted on this form, including changing my long distance carrier(s) and/or my local exchange carrier(s) to Westelcom from my current carrier(s). I authorize Westelcom to use my CPNI to review my account information, assess current services and to assist me in making modifications to my account now and throughout the duration of my agreement with Westelcom. I authorize Westelcom to notify all appropriate parties, including my current local and/or long distance telephone company(s), of this choice, and make the necessary changes for my current and future services without further permission. I direct my chosen intralata and/or intrastate/interstate/international long distance company(s), if not Westelcom, to comply with Westelcom's current applicable access tariff(s), or release me from any unfilled contractual obligations for service. Westelcom may obtain any records from my local intralata long distance, and/or intrastate/interstate/international long distance telephone company(s) necessary to provide these services. All statements made herein are true and accurate to the best of my knowledge. I hereby indemnify Westelcom, its employees, and agents, from any liability resulting from any credit inquiry, CPNI or Client privacy issue, or liability to any third party for pre-existing obligations I may have regarding my local, intralata, intrastate, interstate, international long distance services.

Contact Us

If you have any questions, comments or concerns regarding our privacy policy and/or practices, please contact us at the following e-mail address, address and/or telephone number:

A Final Note

Westelcom as an Internet service, phone service and computer network company, offers a world of opportunity for our customers. Your guidance and involvement are essential to help ensure that it is used in safe and rewarding on-line experience. We encourage you to visit our home page at Westelcom (www.westelcom.com) and explore the wonderful links at this site.