

Pioneer Terms & Conditions

Provisions and Billing of Service: Potential customers must be 18 years or older to obtain service(s) from Pioneer. Service is provided and billed on a monthly basis, for a minimum period of one month. The start of service date is the date on which the customer accepts Pioneer Telephone service. Usage charges for services are billed in arrears and fixed monthly recurring and non-recurring charges are billed in advance. All applicable local, state and federal taxes and surcharges will be applied to bills. Pioneer reserves the right to bill for incomplete calls if such calls comprise 10% or more of a Customer's monthly usage. Pioneer's rates are charged to Customers at a 50% discount as long as a Customer pays on time, within the due date. However, if the account is placed into collection status, the 50% discount is null and void and any outstanding charges will be recalculated and charged during the collection process at the full, non-discounted rate. For example, if the quoted price of a Customer's rate plan is 3.3 cents per minute, then the actual rate is 6.6 cents per minute - Pioneer will bill calls at 3.3 cents unless the account goes into collections, at which point Pioneer will rebill any outstanding charges at 6.6 cents. Pricing for rate plans and long distance service is dependent on the customer's carrier for local phone service. Pioneer has three tiers of pricing, ranging from lowest in Regional Bell Operating Company (RBOC) areas (Tier 1) to highest in rural and independent areas (Tier 3). Customers with one of the following RBOCs as their local service provider will be charged Tier 1 rates: **AT&T, Qwest, Verizon** (excluding former GTE and CONTEL areas and areas not in Verizon's Northeast footprint such as Michigan or California) and **Fairpoint** (areas in ME, NH and VT formerly served by Verizon). Customers with GTE and Embarq as their local provider will be charged Tier 2 rates. Customers with a rural, independent or competitive local service provider will be charged Tier 3 rates. Should Pioneer determine that the customer has a different local service provider than the provider listed at the time their initial order was processed or at any time during service with Pioneer, Pioneer reserves the right to adjust Customer's rates accordingly. All calls placed to AK, HI, USVI & PR are billed at a higher rate than the contiguous 48 state-to-state rates.

Customer Obligations: PAYMENT POLICY: Customer understands that payments are due in full upon receipt of the billing statement unless an additional period for timely payment is required by law, in which case the full period required by law shall apply. A late fee of \$5 or 1.5% (18% per year), whichever is greater, will be added if payment does not arrive within 30 days after the billing date. Customers with Intrastate-only overdue balances will be subject to the appropriate late fee allowed by their state law. Service may be terminated if full payment is not received within 35 days after the billing date. For customers paying their bill by credit card, service will be suspended immediately upon notification that the credit card on file is declined or otherwise unchargeable due to expired information, fraud, chargebacks or other such problem types. If termination is required, ALL services will be deactivated and a termination fee of \$15 or 10% of the total account balance, whichever is greater, will be added to the balance due. Customer further agrees to pay any and all costs associated with enforcing this agreement, including but not limited to reasonable attorney and collection fees, court costs, and costs of appeal. An administrative fee of \$50 will be added to the balance to place the account into collections. In the event that any payment is returned, disputed, insufficient or otherwise unpaid by the customer's bank, Customer understands Pioneer Telephone will charge up to \$40 plus the cost of the processing fee from the bank. Customer must provide Pioneer Telephone notice of any disputed charges in writing within 30 days after the bill for such charges is rendered. Customer remains financially responsible for all charges incurred until such time as service to any telephone line(s) has been removed from the Pioneer Telephone network by Pioneer Telephone's underlying carriers, and until written notification of the removal request from customer has been received by Pioneer Telephone. If Pioneer Telephone is designated as Customer's Primary carrier, customer must contact their local exchange company for cancellation and will be responsible for payments of all charges incurred prior to activation of a new primary carrier. Customer holds Pioneer Telephone blameless and assumes full responsibility for any and all calls, authorized or unauthorized, that are placed via customer's subscribed equal access lines and/or toll free lines. Customer is also financially responsible for all data customer enters into the sign up form, e-bill site and verbal or written correspondence to Pioneer, including incorrect information and telephone lines. Customer understands that their local telephone company may assess a service charge for each line changed to the carrier selected by Pioneer Telephone for which customer will be responsible. Customer understands that all rates, plans, billing increments, taxes and service fees are subject to change without notice. This includes federal and state Universal Service Fund (USF) surcharges, mandated by the FCC and subject to quarterly changes. Pioneer Telephone charges a Telecom Infrastructure Fee (TIF) and a Regulatory Recovery Fee, both of which are also subject to quarterly changes. Federal and state taxes may change at the discretion of the taxing authority and without notice. Pioneer Telephone makes every effort to update its website with regard to such rates and fees when changes occur; however, this information is not always current. Customer understands that if they encounter an increase in rates and fees that are in conflict with the information posted on our website, our current internal price list, government notification or state tariff, if applicable, will govern rather than the website information. A current price list for all rates is

always available upon written request. Customer understands there is a Paper Bill Fee of \$1.99 for accounts billing less than the minimum usage threshold per month for opting to receive a paper bill rather than online/automatic billing (eBill). For Customers who agree to allow Pioneer to bill their charges via eBill, the low usage/paper bill fee will be waived. If Customer requests a toll-free number on their account, a monthly recurring fee of 99 cents per toll free number will be charged in addition to usage. For accounts paying by credit/debit card, Pioneer will charge a Customer's credit/debit card upon sign-up for \$10 to verify authenticity, then credit the Customer \$10 on their first invoice. Should the Customer switch away from Pioneer prior to using any or all of the \$10 credit, Customer shall forfeit such credit due to processing costs. Commercial and residential accounts may be required to pay via credit/debit card if such account is deemed a credit risk. Pioneer Telephone performs credit checks on all submitted orders using social security numbers. Should a Customer's order be rejected due to negative information received from our credit agency, the Customer will receive written notification. Any and all accounts (business or residential) that pay by credit/debit card or via ACH/bank account information may be charged any and all outstanding balances to their financial account at any time. Additionally, accounts using the online billing website may be charged a site maintenance fee. Terms and conditions will be posted on the e-bill website. Pioneer may charge Customer a reasonable fee for research and any resulting paperwork involved in requests for copies of past bills or other documentation. Accounts that are terminated with a credit balance will be charged a \$10 fee to recover processing costs associated with closing such accounts.

Calling Card: Customer assumes responsibility for security of their assigned card number(s) and access codes (PINs) and is responsible for any calls made using their card(s). Pioneer Telephone reserves the right to change access numbers and codes upon notice to customer. Customer must report lost/stolen cards to the customer service department immediately. The customer assumes all liability for fraudulent usage of any Pioneer Telephone product. Calling cards are limited to \$40 per month and a credit review is required to increase the limit.

International Service: Customer understands that the calling card lines are not activated for international calling, except for Canada & USVI. Customer understands that the telephone line(s) are activated for international calling. Customer further understands that if either telephone or calling card lines are tampered with, compromised, lost or stolen, the customer assumes full responsibility for usage on such lines until Pioneer Telephone is notified of the undesired usage. It is the customer's sole responsibility to notify Pioneer Telephone of any changes in international status regarding telephone or calling card lines. The customer agrees to maintain strict security over long-distance or calling card lines on the Pioneer Telephone network. International call types (mobile, NGN and landline) are rated by foreign, non-U.S. phone companies and are not controlled by Pioneer Telephone. International call types and rates are subject to change without notice and a complete list may be obtained from Pioneer upon request. International call types (mobile, landline or NGN) are not disputable by the customer nor will Pioneer re-rate international calls.

Limitations of Liability: Customer understands that Pioneer Telephone will use commercially reasonable efforts to provide services; however, Pioneer Telephone makes no guarantee that services will be provided and assumes no liability directly or indirectly for interruption of service. Pioneer reserves the right to limit the length of calls in order to protect Customer and itself from fraudulent activity. Customer acknowledges that Pioneer Telephone shall not be liable for any consequential, indirect, special, incidental or other damages whatsoever arising from any failures, interruptions, delays, errors or deficiencies of services, facilities or equipment provided by Pioneer Telephone, suppliers, vendors, affiliates, partners and subsidiaries pursuant to your order for service. Since damages would be difficult to determine if your service is disrupted or otherwise negatively affected, Customer agrees to accept as liquidated damages, ten dollars (\$10) for each month in which service is disrupted or otherwise negatively affected.

Terms and Conditions of Pioneer Telephone service is governed by the laws of the State of Maine and shall be interpreted, construed and enforced in accordance with such laws.

Last Updated: 4/1/2010