Toll Call Information

IMPORTANT CUSTOMER NOTICE: YOUR PLACEMENT OF AN INTERSTATE OR INTERNATIONAL TOLL CALL OVER BALDWIN BROADBAND'S NETWORK CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS BALDWIN BROADBAND TERMS AND CONDITIONS FOR USE AND ENJOYMENT OF INTERSTATE AND INTERNATIONAL TOLL SERVICES.

A. The Service that We Provide to Our Customers
    i. The Company 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. The Company provides service on a 7 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 the international rate sheets maintained at the Company's office and on its website (see below). The Company primarily resells to its Customers the interstate and international toll services of larger, facilities-based carriers. The Company endeavors to purchase these services at volume discounts, and to resell them to its Customers at lower rates than they would pay if they purchased service directly from the other carriers. However, resale also means that the Company has no control over outages and other service disruptions on the networks of the other carriers (see limitations of liability below).
    ii. The Company has customer service representatives available 7:30 a.m. - 4:30 p.m. Monday - Friday to assist its Customers with any questions or problems regarding its interstate or international toll services. A Company representative can be reached during these hours by dialing 715-684-3346 or 877-684-3346.

B. Charges, Bills and Payment for Service
    i. BTI s interstate toll call rate is chargeable at 5¢ a minute. Please click here to view international toll call rates.
    ii. Service is provided and billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by the Company. The rates and charges for the Company's interstate and international toll services can be inspected during regular business hours at the Company's office at 930 Maple Street, Baldwin, Wisconsin 54002.
    iii. The rates and charges for the Company's interstate and international toll services can also be inspected on its website by clicking here.
    iv. The Company bills for its interstate and international toll services on a usage basis in 6-second periods, and rounds up any fractional period after the 1-minute initial period. The Company will pass through to its Customers 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 the Company's contributions to applicable federal or state funds (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration). Payment for all bills rendered by the Company for its interstate and international toll service is due within 10 days after the Company mails the bill to the Customer.

v. The Company may require a Customer to make a deposit prior to or at any time after provision of service, not to exceed estimated charges for 2 months. Upon termination of service, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

C. Obligations of Customer

i. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by the Company to the Customer, and for the payment of the Company's reasonable attorney's fees and court costs if the Company is forced to retain an attorney to collect any of its billed charges from the Customer. The Customer will not use the Company's services in a manner that interferes unreasonably with the use of the services by one or more other Customers. The Customer will not use the Company's services in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.

ii. The Customer will indemnify the Company against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer over the Company's facilities, services or equipment.

D. Resolution of Billing Disputes

i. If the procedures of this section are followed, the Customer may withhold from payment the disputed portion of any bill pending resolution of the dispute. Within 15 days of the bill date of a disputed bill, the Company must receive from the Customer an itemized statement in writing that 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 owing the Company. The Company shall review the Customer's statement, and shall issue a written initial determination within 15 days after its receipt of the Customer's statement to set forth the Company's proposed resolution of the dispute. If the Customer is not satisfied with the Company's proposed resolution, the Customer must advise the Company in writing within 15 days after the Customer's receipt of the Company's initial determination of the specific reasons for the dissatisfaction, and provide any additional information that Customer deems pertinent or relevant to the dispute. Within 30 days after the Company's receipt of additional information, the Company shall make its final determination and resolution based upon all documentation or information available to the Company.

ii. If the Customer continues to withhold any disputed amount determined to be owed to the Company, the Customer's account shall be deemed to be past due, and subject to termination.

E. Limitation of the Company's Liability

i. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the interstate or international toll services provided shall not exceed its billed charges for the defective call or calls.

The Company, its officers, agents or employees will not be liable for indirect, incidental, special or consequential damages.

ii. The Company 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; (d) any act or omission by any unrelated carrier or other entity affecting the facilities or equipment over which the Company's services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

F. Refusal, Termination or Suspension of Service

i. The Company may refuse service to a Customer that fails or declines to make a deposit requested by the Company, and may terminate service 5 business days after written notice of termination is mailed to a Customer that fails or declines to increase a deposit in response to the Company's request. The Company may terminate service 5 days after a written notice of termination is mailed to a Customer that has failed to pay a bill for more than 10 days after it is rendered, or that has failed to pay disputed charges determined to be owed to the Company via the Company's billing dispute resolution procedures (see above) for more than 15 days after the end of the dispute resolution proceeding. The Company reserves the right to establish a credit limit for Customers or classes of Customers, and to suspend service to a Customer when the Customer reaches the applicable limit.

ii. The Company may suspend or terminate service to a Customer immediately if the Company reasonably believes that the Customer or entities using the Customer's account of facilities are using the Company's services in a manner that (i) interferes with the use of the services by one or more other Customers; (ii) is abusive, illegal or fraudulent; (iii) damages the Company's facilities or equipment; or (iv) places excessive capacity demands upon the Company's facilities or service.

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