

## **TDS TOLL FRAUD POLICY**

This Toll Fraud policy defines toll fraud and specifies the actions Customer and TDS will take to address such fraud.

### **1. DEFINITIONS**

- A. Unauthorized access: The access of Customer's services by a third party without consent from the Customer.
- B. Toll Fraud: Outbound calls to domestic and international locations (including all international locations that utilize the North American Dialing Plan) placed via Unauthorized Accessing the Customer's hosted voice services or PBX or single electronic key system, where such equipment is located on the Customer's premises, AND unauthorized use of the TDS domestic toll inbound services.

The Customer is responsible for payment of all charges for services furnished to the Customer. Absent any negligent or wrongful act by TDS, this responsibility is not changed by virtue of any use or misuse of the Customer's service to Customer-provided systems, equipments, or facilities undertaken by the Customer's employees or other members of the public.

The freedom of the Customer to choose among TDS's diverse service applications and the Customer's exclusive control of CPE means that the Customer, and not TDS, is capable of addressing and preventing Toll Fraud. IT IS THE EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER TO PREVENT THE OCCURRENCE OF FRAUD, and Customer is responsible for payment of any charges incurred due to fraud (including Toll Fraud), abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not TDS takes any actions to stop or block Toll Fraud.

Toll Fraud does not include any calls placed by means of 1010XXX calls, calls placed by means of operator services, calls accessing the network by dialing 0- or 0+ for network access, or 800/900 pay per call traffic that is placed via any non-TDS voice service, PBX or electronic key systems.

### **2. INDEMNIFICATION**

The Customer warrants that neither Services nor equipment used in conjunction with Services will be used by Customer to conduct or engage in unlawful activities; to violate any law, regulation, or any TDS policy; to violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the right to be free from libel, defamation, and slander; or to act in any manner that encourages conduct that would constitute a criminal offense, give rise to a civil liability, or violate any other law. The Customer agrees to defend, indemnify, and hold TDS and its successors, assigns, agents, and licensors harmless from any and all claims, demands, liability, judgments, costs, and expenses (including reasonable attorneys' fees and disbursements) that directly or indirectly arise out of or result from the Customer's use of the Services or any equipment used by Customer in conjunction with Services, except to the extent such claims arise out of the willful misconduct of TDS.

## **TOLL FRAUD CREDIT POLICY**

### **1. CUSTOMER REQUIREMENTS**

Customers who comply with the following provisions may receive a credit for a portion of the charges associated with toll fraud. TDS is not obligated to provide any such credit, and will do so in its sole discretion or in the event TDS receives a credit from any other carrier related to the fraudulent charges, but for the avoidance of doubt, TDS is not obligated to pursue any such credits on behalf of the customer.

- A. Customer must immediately notify TDS of suspected Toll Fraud by calling TDS Customer Service or their TDS account representative.
- B. In addition, Customer must identify all alleged Toll Fraud usage charges in writing to TDS within thirty (30) days after the date of the TDS invoice that contains the usage charges in question. Customer must immediately notify TDS in writing of the following:
  - (i) the means by which such fraud occurred, if known
  - (ii) the changes made to the voice service or CPE in question to stop Toll Fraud and the suspected usage
  - (iii) the date of termination of the Toll Fraud incident

## 2. CREDITS

Should Toll Fraud occur, TDS may credit the Customer a portion of fraudulent usage charges on the then current invoice, up to the date of notification of termination of the fraudulent usage. TDS will not credit Customer's bill for any fraudulent charges on prior invoices nor for any suspect charges incurred after the date of notification.

## 3. LIMITATIONS

TDS will not issue credits for invoiced charges for fraudulent use resulting from the negligent or willful acts of the Customer or an authorized user of the Customer's service. TDS and Customer must mutually agree upon what charges are fraudulent charges.