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DOMESTIC AND INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICES

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO DOMESTIC AND INTERNATIONAL
MESSAGE TELECOMMUNICATIONS SERVICES FURNISHED BY
TOUCHTONE COMMUNICATIONS INC.
BETWEEN POINTS IN THE UNITED STATES AND
INTERNATIONAL LOCATIONS, AS SPECIFIED HEREIN.
SERVICE IS PROVIDED
BY RESALE OF UNDERLYING CARRIERS' WIRE, RADIO, TERRESTRIAL OR
SATELLITE FACILITIES OR ANY COMBINATION
THEREOF, AS SPECIFIED HEREIN.

SECTION 1. APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of domestic interstate and international telecommunications services provided by TOUCHTONE COMMUNICATIONS INC. (hereinafter referred to as the "Company") between points within the United States and between points originating in the United States and terminating at any of the overseas locations listed herein. Service is furnished subject to the availability of facilities.

1.1 Definitions

<u>Access Line</u> - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center.

<u>Authorization Code</u> - A numerical code, one or more of which may be assigned to a Customer, to enable Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

<u>Commission or FCC</u> - Used throughout this tariff to mean the Federal Communications Commission.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Commission.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Company or Touchtone Communications Inc.</u> - Used throughout this tariff to mean Touchtone Communications Inc., a Delaware Corporation.

<u>Dedicated Access</u> - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

DUC - DUC stands for Designated Underlying Carrier.

LEC - LEC stands for Local Exchange Carrier.

<u>Prepaid Account</u> - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card. A Prepaid Account is activated upon receipt of payment. The Company reserves the right to determine acceptable types of payment.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

<u>Switched Access</u> - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

<u>Telecom Unit</u> - A measurement of telecommunications service equivalent to one minute of usage between any two points within the United States.

<u>Telecommunications</u> - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Casual Calling - A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. Customer utilizes a 10XXX or 101XXXX Access Code to make calls, and the Customer does not change its Primary Interexchange Carrier.

Presubscribed Service - A service whereby the Customer can make long distance calls and the Customer must change its Primary Interexchange Carrier to the Company.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

U.S.F. - U.S.F. stands for Universal Service Fund.

SECTION 2. RULES AND REGULATIONS

This tariff contains the regulations and rates applicable to interstate and international long telecommunications services provided by Company telecommunications between points within the United States, and between points originating in the United States and terminating at the overseas locations listed herein. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules.

Customers using this service may originate calls in the U.S. and terminate calls in the U.S., or may originate calls in the U.S. and terminate calls in the overseas locations listed herein. Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this Customers interested in the Company's services shall file a service application with the Company that fully identifies the Customer, the services requested and other information requested The Company may act as the Customer's agent for by the Company. ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1 Undertaking of the Company

The services provided by Company are not part 2.1.1 of a joint undertaking with any other entity providing telecommunications facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes in violation of the law or provisions of this tariff.

2.2 Use of Services

- 2.2.1 Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this tariff.
- 2.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

- 2.2.4 Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
 - 2.3.1.A The Company shall not be liable or responsible for the blocking of access to certain countries. The availability of some service may be subject to actions taken by foreign PTTs/governments, over which the Company has no control.

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity, including the Underlying Carrier, shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff (or failing to furnish service), including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

- 2.3.6 The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment that transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.3.7 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.8 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3.9 It is understood and agreed that this tariff embodies the full understanding and agreement between the Company and the Customer regarding services provided hereunder. representation or understanding contrary to the provisions and rates of this tariff shall apply. The company, its officers, directors, employees, shareholders, and their respective heirs and assigns, are specifically excused and indemnified, saved and held harmless, by each Customer taking services under this tariff for any claim of misrepresentation, or omissions or made representatives or sales agents.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by Company on the Customer's behalf.
- 2.4.3 If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company's facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with of protective channels without the use interface devices. If the Customer fails to

maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay Company for replacement repair of damage to the equipment or facilities of Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- The Customer must use the services offered in 2.4.10 this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Company's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services.
- 2.5.2 Without incurring liability, Company interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Company's equipment Customer and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified rectified.

- 2.5.3 Service may be discontinued by Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk, and will, upon request by affected, assign a Customer new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company may require deposits to establish service for a Customer.

2.9 Advance Payments

Company reserves the right to collect advance payments from Customers. This will be applied against future charges, and if necessary, a new advance payment will be Where the Company collected for the next month. provides the billing function for the Customer, the Company may establish credit limits for new existing Customers based on credit scores assigned by commercial credit reporting agencies or based on the Customer's payment history, or estimated usage. the event that the established credit limit is exceeded on the Customer's billing account, access to Company's Services including 1+, 800 and calling card services maybe restricted. Company may, before restoring service, require the Customer to make assurances including prepayment and/or adequate security deposits.

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and nonrecurring charges are billed in advance. initial billing may, at Company's option, also include one month's estimated usage billed in Thereafter, charges based on actual advance. usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

If the Customer chooses to pay by credit card, 2.10.4 the Customer agrees to the rules governing that payment option, including applicable limits on the amount of Service that may be used before making a payment. No additional notice or consent is required before the Company invoices your credit card or debits the account for all amounts due to the Company. Customer will be notified of any limits that are imposed. If such limits are imposed, Customer may be required to pay for Service with a valid major credit card. Company may stop offering this option at any time upon notice to the Customer. The Company reserves the right to authorize a credit card payment before the end of the billing cycle if the customer shows unusual use of service, including, without limitation, excessive use of service, abnormal calling patterns or high international termination.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment facilities, or to enforce any judgment obtained against Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs.

2.12 Taxes

The rates quoted in this tariff do not include federal excise taxes and surcharges, including without limitation, presubscribed interexchange carrier charges ("PICC") and universal service fund charges ("USF"), state and local sales, use, and similar taxes. Customer is responsible for payment of these taxes and charges, which are billed as separate line items. In addition, all services billed to a Customer location in any state that imposes a gross receipts or similar tax upon the Company with respect to such interstate services will be subject to a surcharge in the amount of such tax.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$40 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee will be charged when service is reestablished for Customers whose service has been disconnected due to non-payment.

2.18 Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges including but not limited to message unit charges or to wireless company air time charges to access the Company's network or to terminate international calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call, or may also be dependent only on the duration of the call (flat rate per minute). The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange associated with terminating originating and telephone If the Customer obtains access to numbers. the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the telephone number Customer's main location where the dedicated access circuit The vertical and horizontal (V & terminates. coordinates for each exchange and the H) between airline distance them will determined according to the V&H Coordinate table contained in AT&T's FCC Tariff No. 10 which in incorporated herein by reference.

3.1.3 Timing begins when the called station answered and two way communication possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3 Wing Drive, Suite 103 Cedar Knolls, NJ 07927 800-266-4006

Disputes may also be referred to the Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

Any objection to billed charges should be reported promptly to Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise appropriate. Where overbilling of a Customer occurs, due either to Company or Customer error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent Company Toll Free Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full. The Company reserves the right to suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service customer if the Company determines in its sole discretion that the customer is using the Toll-Free Service to make or permit any telephone facility under such customer's control to be used for any purpose or activity including, calling card platforms, prepaid calling card platforms, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended. (calling card platform, debit card platform)

3.3 Billing Entity Conditions

When billing functions on behalf of Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Company's name and toll-free telephone number will appear on the Customer's bill.

3.5 Service Offerings

3.5.1 Direct Dialing

This service permits Customers to originate dedicated, or calls via switched, capacity access lines, and to terminate calls to the locations specified in the rate section this tariff. Calls may be made to locations in different States within United States, or between the United States and international locations set forth herein. Customers may place calls from any location in the United States where the Company has access to local exchange access service. available to Customers who subscribe to a local exchange telephone company's interstate end user common line service, and to their authorized users. Access is obtained either by presubscription to the Company as the primary interexchange carrier for the end user common line; or by dialing an access code assigned to the Company by the local exchange telephone company. To call within the US, Customer dials 1+area code+7 digit number or 101XXXX+ area code and 7 digit number and to internationally the Customer dials 011+country code+telephone number.

3.5.2 Travel Cards - Domestic Only.

The Customer utilizes an 11-digit "toll-free" access number established by the Company to make a call. When calling from home, upon receiving a voice prompt, the Customer uses push button dialing to enter the ten-digit number of the called party. When calling away from home, upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten-digit number of the called party.

3.5.3 Domestic Toll-Free.

This service is a direct access, incoming only. Toll Free Service is an inbound-only service in which callers located in the United States may place toll-free calls to a telephone number in the toll-free area code assigned to Customer. Calls may be terminated either to the Customer's local exchange telephone service, or to a dedicated access line.

3.5.4 International Toll Free Service (ITFS)

This service is an inbound calling service which provides the Customer with a toll-free number in a foreign country, enabling callers in that country to access the Customer's US location free of charge. Calls may originate from points specified in this tariff, provided the specific foreign administration supplies a toll free service number. Calls may terminate in the United States. Calls to the ITFS number are billed to the US Customer, rather than the call originator.

3.5.5 Prepaid Calling Cards.

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Card service is accessed using the toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. A processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the Unit remaining Telecom balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer may have the option to call the toll-free number on the back of the Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card. Calls in progress will be terminated by the Company if the balance on the Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Prepaid Calling Card prior to termination.

A card will expire on the date printed on the card, and if no date is specified, 180 days year from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported within seven calendar days to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

3.5.6 Directory Assistance - Domestic Only.

> Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.7 International Call Connection

The Customer dials a preassigned direct inward dialing number, listens for two (2) rings, and then hangs up. The Company's enhanced service platform identifies the calling party and immediately calls back the Customer at a prearranged number of the Customer. answering the call, the Customer is prompted to enter an optional security code and then the number for the destination call. Multiple calls can be made one the call has been established by dialing the # key two (2) consecutive times between calls. No calls will be allowed to countries, which prohibit call back services.

3.5.8 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.9 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations.

SECTION 4 - RATES

4.1 Domestic Rates

4.1.11+ Dialing

*Plan A - \$0.15 per minute switched \$0.10 per minute dedicated

*Plan B - \$0.10 per minute switched \$0.08 per minute dedicated

*Plan C - \$0.08 per minute switched \$0.06 per minute dedicated

*To Continental US only Continental US to:

Alaska \$0.25 per minute switched \$0.15 per minute dedicated

Hawaii \$0.25 per minute switched \$0.19 per minute dedicated

Puerto Rico \$0.21 per minute switched \$0.19 per minute dedicated

US Virgin Isl. \$0.21 per minute switched \$0.19 per minute dedicated

Billed in one-minute increments. A \$4.95 per month service charge applies.

4.1.2 Travel Cards

- \$0.199 per minute from Continental US to Continental US
- \$0.38 per minute from Continental US to Alaska & Hawaii
- \$0.23 per minute from Continental US to Puerto Rico & US Virgin Islands
- \$0.44 from Alaska & Hawaii to Continental US
- \$0.56 from Alaska & Hawaii to US Virgin Islands & Puerto Rico
- \$0.28 from US Virgin Islands & Puerto Rico to Continental US
- \$0.51 from US Virgin Islands & Puerto Rico to Alaska &
 Hawaii
- A \$.25 per call service charge applies.
- A \$1.00 service charge applies for operator assisted.
- Billed in one-minute increments.

4.1.3 Toll Free

Plan A - \$0.15 per minute switched \$0.10 per minute dedicated

Plan B - \$0.10 per minute switched \$0.08 per minute dedicated

Plan C - \$0.08 per minute switched \$0.06 per minute dedicated

*To Continental US only

Alaska \$0.36 per minute switched \$0.33 per minute dedicated

Hawaii \$0.24 per minute switched \$0.21 per minute dedicated

Puerto Rico \$0.26 per minute switched \$0.21 per minute dedicated

US Virgin Isl. \$0.25 per minute switched \$0.21 per minute dedicated A \$10.00 per month per number service charge applies. Billed in one-minute increments.

4.1.4	Prepaid Calling Cards
Program	
A	\$.015 Per Telecom Unit
В	\$.019 Per Telecom Unit
C	\$.025 Per Telecom Unit
D	\$.029 Per Telecom Unit
E	\$.032 Per Telecom Unit
F	\$.035 Per Telecom Unit
G	\$.039 Per Telecom Unit
Н	\$.045 Per Telecom Unit
I	\$.05 Per Telecom Unit
J	\$.06 Per Telecom Unit
K	\$.07 Per Telecom Unit
L	\$.08 Per Telecom Unit
M	\$.09 Per Telecom Unit
N	\$.10 Per Telecom Unit
O	\$.11 Per Telecom Unit
P	\$.12 Per Telecom Unit
Q	\$.13 Per Telecom Unit
R	\$.14 Per Telecom Unit
S	\$.15 Per Telecom Unit
T	\$.19 Per Telecom Unit
U	\$.20 Per Telecom Unit
V	\$.25 Per Telecom Unit
W	\$.29 Per Telecom Unit
X	\$.30 Per Telecom Unit
Y	\$.33 Per Telecom Unit
Z	\$.35 Per Telecom Unit
AA	\$.39 Per Telecom Unit
BB	\$.40 Per Telecom Unit
CC	\$.50 Per Telecom Unit
Δ \$ 50	ner call service charge annlies

A \$.59 per call service charge applies.

4.1.5 Directory Assistance

\$1.25 per number requested

4.1.6 Volume Discounts

Discounts may apply based upon volume, affinity group plans, term plan commitments, or special promotions available for limited periods of time. Monthly fees and installation charges may apply. Additional charges will imposed for special access, WATS access alternative access circuits provided by the Company for the use of the Customer. Individual calls are charged on the basis of the specified initial and additional periods or on a flat per minute basis. Such time periods may be changed at the discretion of the Company upon reasonable notice.

4.1.7 Payphone Dial Around Surcharge

A dial around surcharge will be added to any completed toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone. charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with the Company's services, and are not eligible to receive discounts or contribute to minimum usage requirements.

4.1.8 Universal Service Fund Assessment

Beginning January 1, 1998, the Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services to cover the cost of contributions that the Company is required, by the Telecommunications Act of 1996, to make to the federal United Service Fund.

Services provided pursuant to this tariff are subject to the monthly Universal Service Fund Contribution charge, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate or interstate and/or international traffic by the Universal Service Administrative Company (or any successor). The rate applicable beginning January 1, 2004 is 8.7%. This rate shall change from time to time.

The Universal Service Fund Contribution charge is neither contributory to nor eligible to receive discounts nor is it eligible to contribute to meeting minimum monthly usage requirements.

4.1.9 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills beginning with bills dated on or after January 1, 1998. The initial rates listed below are subject to change from time to time.

4.1.9 Residential Subscribers

(A) Primary Lines

A PICC charge of \$0.00 per line applies to each primary residential line presubscribed to Company as the primary interexchange carrier.

(B) Non-Primary Lines

A PICC charge of \$0.00 per line applies to each non-primary residential line presubscribed to Company as the primary interexchange carrier.

4.1.9 Business Subscribers

(A) Single-Line Businesses

A PICC charge of \$0.00 per line applies to each line presubscribed to Company as the primary interexchange carrier where Company can determine that the Customer has only one line.

(B) Multi-Line Businesses

A PICC charge of \$2.49 per line applies to each line presubscribed to Company as the primary interexchange carrier in all cases other than where Company can determine that the Customer has only one line.

(C) PICCs are neither contributory to nor eligible to receive discounts nor are they eligible to contribute to meeting minimum monthly usage requirement.

4.1.10 Carrier Cost Recovery Charge

In order to recover costs the Company incurs for administration of TeleRelay Service, National Number portability, and federal regulatory Fees, a \$1.47 per month surcharge will be assessed per account per month. This surcharge will appear as a separate line item on invoices.

4.1.11 Federal Telephone Excise Tax Refunds

If any Customer needs copies of invoices in order to apply for its Federal Telephone Excise Tax Refund, in order for the Company to recover the costs of making such copies, the following charges will apply:

- (A) Residential Customers \$5.95 for the first 10 pages, \$.20 per additional page.
- (B) Business Customers \$2.95 for the first 10 pages, \$.20 per additional page.

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4.2 International Rates

Calls may be made from the US to any of the countries set forth below. The applicable rates for international long distance calling between all points originating in the US and terminating in these countries are listed below. All calls are billed on a flat rate basis. All calls are billed in one-minute increments.

4.2.1 International Direct Dialing, Prepaid Calling Card and Travel Cards

A \$1.00 per call connection charge applies for calling card calls. A \$1.50 per call service charge applies for operator assisted. All calls are billed in one-minute increments.

4.2 International Rates (Cont'd)

		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Albania	4.1892	3.1656	2.6958			
Alberta	4.1892	3.1656	2.6958	0.5817	0.4147	0.4147
Algeria	2.6784	2.2102	2.0764			
American Samoa	02.350	0.1900	0.1500			
Angola	4.3852	3.2758	2.7584			
Anguilla	4.8626	4.6702	4.2642			
Antarctica (Scott Base)	2.3066	1.7142	1.4910			
Antigua	6.0026	4.7108	4.3768	0.8239	0.8239	0.8239
Argentina	2.2334	1.8494	1.7226			
Armenia	7.6716	5.6004	4.8086			
Aruba	6.1876	4.7422	4.1382			
Ascension Islands	2.5318	2.0594	1.9792			
Australia	3.5020	2.5276	2.4380	1.57	1.57	1.57
Austria	2.3066	1.7142	1.4910			
Bahamas	6.6776	6.2854	6.1458	0.7238	0.7238	0.7238
Bahrain	0.1950	0.1950	0.1950	2.08	2.08	2.08
Bangladesh	2.3066	1.6980	1.4616			
Barbados	6.9600	5.2312	4.5048	1.001	1.001	1.001

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Basseterre	5.2330	3.9220	3.3944			
Belgium	5.0124	4.6596	4.4352	1.55	1.55	1.55
Belize	4.3912	3.3274	2.8022			
Benin	3.5020	2.6186	2.2450			
Bermuda	6.4890	4.7504	4.0622	0.7238	0.7238	0.7238
Bhutan	5.0924	3.8038	3.2794			
Bolivia	4.3852	3.2758	2.7584	2.34	2.34	2.34
Bosnia- Herzegovina	4.3852	3.3072	2.8134			
Botswana	4.1892	3.1656	2.6958			
Brazil	4.4312	3.2842	2.8030	1.6	1.6	1.6
British Columbia	2.1636	1.5938	1.3962	0.5817	0.4147	0.4147
British Virgin Islands	6.4992	4.7150	3.9932			
Brunei	0.1723	0.1723	0.1723			
Bulgaria	9.6470	7.1472	5.9436			
Burkina Fasco	0.4455	0.4455	0.2970			
Burundi	0.2030	0.2030	0.2030			
Cambodia	0.2323	0.1453	0.1256			
Cameroon	6.3360	4.7224	4.2234			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Cape Verde Islands	2.9998	2.4632	2.2078			
Cayman Islands	6.8196	5.0748	4.3252	0.7238	0.7238	0.7238
Central African Republic	1.1682	1.1682	0.7920			
Chad Republic	3.6928	2.9304	2.7424			
Chile	2.2870	1.8890	1.7128	1.83	1.83	1.83
China	3.5020	2.6186	2.2450	3.32	3.32	3.32
Colombia	4.1892	3.1656	2.6958	1.71	1.71	1.71
Comoros	0.2138	0.2138	0.2138			
Congo	2.1366	1.5880	1.3810			
Cook Island	2.1636	1.5784	1.3690			
Costa Rica	4.3852	3.3072	2.8134	1.62	1.62	1.62
Cote d'Ivoire	3.8808	2.9324	2.4972			
Croatia Republic	4.1946	3.0766	2.6082			
Cuba	3.5020	2.6186	2.2450			
Cyprus	5.0348	5.0348	4.8866	1.81	1.81	1.81
Denmark	4.6916	4.3392	4.1146	1.67	1.67	1.67
Diego Garcia	2.7998	2.1088	1.8712			
Djibouti	2.2672	1.8712	1.7334			
Dominica	6.7992	6.4138	6.2666			
Dominican Republic	6.9600	5.1812	4.4166	0.8239	0.8239	0.8239

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Ecuador	0.1465	0.1465	0.1465	2.34	2.34	2.34
Egypt	4.6620	3.1582	3.1582			
El Salvador	4.3852	3.3072	2.8134	2.04	2.04	2.04
Equatorial Guinea	0.1790	0.1790	0.1790			
Eritrea	4.6814	3.3674	2.8876			
Estonia	6.9600	5.2312	4.5282			
Ethiopia	2.7998	2.0890	1.8910			
Faroe Island	4.3852	3.3072	2.8134			
Falkland Islands	4.1892	3.1656	2.6958			
Fiji Islands	0.0594	0.0594	0.0594			
Finland	4.6814	3.3674	2.8876	1.67	1.67	1.67
France	5.2668	4.3164	4.1580	1.65	1.65	1.65
French Guiana	0.2138	0.2138	0.2138			
French Polynesia	0.7176	0.4706	0.4106			
Gabon	4.2108	3.1320	2.7028			
Gambia	3.2440	2.3416	2.2584			
Germany	4.1872	3.0074	2.4946	1.54	1.54	1.54
Ghana	3.9224	3.1848	2.8856			
Gibraltar	6.9600	5.2312	4.5282			
Greece	4.1892	3.1354	2.6430			
Greenland	3.5020	2.6186	2.2544			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Grenada	0.2109	0.1515	0.0891			
Guadeloupe	3.4278	2.5996	2.2042			
Guam	0.1790	0.1790	0.1790	1.71	1.71	1.71
Guatemala	3.5734	2.7060	2.2848	1.44	1.44	1.44
Guinea	1.9108	1.5958	1.5394			
Guinea- Bissau	2.7830	2.2964	2.1574			
Guyana	0.2010	0.1376	0.1040			
Haiti	5.2632	4.5344	4.2324			
Honduras	3.5084	2.9496	2.7038			
Hong Kong	4.7126	4.3810	4.1700	1.98	1.98	1.98
Hungary	5.0924	3.8038	3.2794			
Iceland	6.4016	6.4016	4.4722			
India	4.1828	3.1128	2.6322			
Indonesia	5.0124	4.6596	4.4352	2.11	2.11	2.11
Iran	4.6916	4.3392	4.1146			
Iraq	0.1643	0.1643	0.1643			
Ireland	3.9010	3.6872	3.4734	1.55	1.55	1.55
Israel	0.1841	0.1841	0.1841	1.89	1.89	1.89
Italy	4.1502	3.1316	2.6620	1.67	1.67	1.67
Jamaica	7.1392	6.8016	5.8872	1.309	1.309	1.309
Japan	3.5570	2.8916	2.5094	1.82	1.82	1.82
Jordan	0.1891	0.1891	0.1891			
Kenya	0.1980	0.1772	0.1485			
Kiribati	2.0196	1.6564	1.4642			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Korea	2.4750	1.8308	1.7047	1.94	1.94	1.94
Korea, DPR				1.31	1.31	1.31
Kuwait	0.1825	0.1825	0.1825			
Laos	0.7176	0.4706	0.4106			
Latvia	5.0124	4.6596	4.4352			
Lebanon	0.1750	0.1750	0.1750			
Lesotho	6.1244	4.5802	3.9670			
Liberia	3.1324	2.3424	2.0890			
Libya	2.1642	1.7908	1.6368			
Lithuania	3.6050	2.9456	2.7442			
Luxembourg	3.5020	2.6187	2.2450	1.62	1.62	1.62
Macao	0.7176	0.4706	0.4106			
Macedonia	4.3852	3.3072	2.8134			
Madagascar	5.8212	4.4154	4.2076			
Malawi	0.1790	0.1790	0.1790			
Malaysia	3.7256	3.0202	2.7252	1.93	1.93	1.93
Maldives	0.1790	0.1790	0.1790			
Mali	0.1584	0.1584	0.0990			
Republic						
Malta	3.9414	3.2212	2.8962			
Manitoba	3.5020	2.6186	2.2428	0.5817	0.4147	0.4147
Mariana Islands (Saipan)	5.0886	4.2372	3.7026	1.85	1.85	1.85
Marisat AO	0.2079	0.2079	0.1386			
Marisat AO	6.2370	4.6926	4.2372			
Marisat IO	3.7026	3.0034	2.6388			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Marisat PO	0.1812	0.1277	0.0950			
Marshall Islands	0.1287	0.1287	0.1287			
Martinique	0.2990	0.3500	0.3500			
Mauritania	0.6336	0.6336	0.4158			
Mauritius	5.0488	3.8080	3.2244			
Mexico - 1	0.2363	0.2363	0.2363			
Mexico - 2	0.1999	0.1999	0.199			
HERICO 2						
Mexico - 3	0.1775	0.1775	0.1775			
Mexico - 4	0.1653	0.1653	0.1653			
Mexico - 5	0.1780	0.1780	0.1780			
Mexico - 6	0.1190	0.1190	0.1190			
Mexico - 7	0.8217	0.8217	0.5445			
Mexico - 8	2.1366	1.5730	1.3540			
Micronesia	0.2000	0.2000	0.2000			
Moldova	3.5734	2.7060	2.2848			
Monaco	4.8520	4.5000	4.2748	1.65	1.65	1.65
Mongolia	2.7830	2.2964	2.1574			
Morocco	4.1828	3.1426	2.6848			
Mozambique	2.3066	1.6980	1.4616			
Myanmar	2.1366	1.5730	1.3540			
Namibia	4.1892	3.1656	2.6958			
Nauru	2.1966	1.6328	1.4616			
Nepal	2.5108	2.0372	1.7888			
Netherlands Antilles	2.0196	1.6564	1.4642	1.42	1.42	1.42

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Netherland	4.3852	3.2758	2.7584	1.55	1.55	1.55
New Brunswick	4.6454	4.2652	4.0608	0.5817	0.4147	0.4147
New Caledonia	0.1544	0.1544	0.1544			
New Foundland	0.7176	0.4706	0.4106	0.5817	0.4147	0.4147
New Zealand	2.1622	1.9900	1.8316	2.15	2.15	2.15
Nicaragua	2.1636	1.5784	1.3690	2.04	2.04	2.04
Niger	2.0287	1.6963	1.6297			
Nigeria	3.3930	2.8060	2.6730			
Niue Island	0.1099	0.0852	0.0752			
North Carolina	7.3972	6.6046	6.1092			
North Dakota	0.7176	0.4706	0.4106			
Northwest Territory	3.5020	2.6186	2.2450	0.5817	0.4147	0.4147
Norway	2.6038	2.1286	1.9702	1.67	1.67	1.67
Nova Scotia	3.2176	2.4058	2.1226	0.5817	0.4147	0.4147
Oman	2.1366	1.5730	1.3540			
Ontario	4.3852	3.2760	2.7584	0.5817	0.4147	0.4147
Pakistan	2.7602	2.1088	1.8712			
Palau Republic	2.1636	1.5938	1.3962			
Panama	3.4278	2.5996	2.2042	1.5	1.5	1.5
Papua New Guinea	0.2129	0.1891	0.1782			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Paraguay	0.1891	0.1891	0.1891			
Peru	2.7830	2.2964	2.15741			
Philippines	1.9698	1.8128	1.6686	1.83	1.83	1.83
Poland	4.3220	3.1662	2.8030			
Portugal	4.6916	4.3392	4.1146	1.99	1.99	1.99
Prince Edward Island	3.4040	2.5534	2.1976	0.5817	0.4147	0.4147
Puerto Rico	0.1125	0.1125	0.1125	0.128	0.128	0.128
Qatar	6.1180	5.1222	4.8142			
Quebec	4.1892	3.1656	2.6958	0.5817	0.4147	0.4147
Reunion Island	0.1950	0.1950	0.1950			
Romania	6.8196	5.1234	4.4116			
Russia	4.5108	4.0800	3.6778			
Rwanda	3.0896	2.3102	2.0386			
San Marino	6.6760	6.2854	6.1458	1.67	1.67	1.67
Sao Tome	4.6814	4.0228	3.6594			
Saskatchewa n	4.3852	3.2758	2.7584	0.5817	0.4147	0.4147
Saudi Arabia	0.1790	0.1790	0.1790			
Senegal Republic	0.3762	0.3762	0.2475			
Seychelles Isl.	2.4454	2.0236	1.8494			
Sierra Leone	2.0287	1.6963	1.6297			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Singapore	4.5208	3.2382	2.5756	1.89	1.89	1.89
Slovakia	3.9834	3.1998	2.7806			
Slovenia	2.6582	1.9900	1.8574			
Solomon Islands	0.7176	0.4706	0.4106			
Somalia	4.3852	3.3072	2.8134			
South Africa	4.1892	3.1656	2.6958	2.39	2.39	2.39
Spain	4.4312	3.2842	2.8030	1.78	1.78	1.78
Sri Lanka	2.9326	2.1694	2.0198			
St. Helena	7.4434	7.4434	5.3280			
St. Kitts	6.1244	4.5366	3.8892			
St. Lucia	0.1653	0.1653	0.1653			
St. Pierre/	4.5980	3.4072	2.9220			
Miquelon						
St. Vincent/	9.9900	9.9900	9.9900			
Grenadines						
Sudan	4.8932	4.8932	4.1374			
Surinam	0.7176	0.4706	0.4106			
Swaziland	4.3852	3.3072	2.8134			
Sweden	3.5020	2.6186	2.2450	1.55	1.55	1.55
Switzerland	2.1636	1.5938	1.3962	1.67	1.67	1.67
Syria	0.1871	0.1871	0.1871			
Taiwan	0.1822	0.1822	0.1822	1.71	1.71	1.71
Tanzania	2.7166	2.0098	1.8712			

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Thailand	3.2440	2.4256	2.0794	1.99	1.99	1.99
Togo Republic	5.1728	4.7988	4.5636			
Tonga Islands	0.2500	0.2500	0.2500			
Trinidad/	0.2030	0.2030	0.2030	1.309	1.309	1.309
Tobago						
Tunisia	2.3048	1.8890	1.7326			
Turkey	3.5020	2.5938	2.2008	2.18	2.18	2.18
Turks and Caicos Isl.	5.4648	4.4946	4.1878			
Tuvalu	0.1550	0.1450	0.1337			
Uganda	0.2030	0.2030	0.2030			
Ukraine	4.4320	3.3420	2.8300			
United Arab Emirates	0.1549	0.1549	0.1549			
United Kingdom	3.2440	2.2456	2.0794	1.31	1.31	1.31
Uruguay	7.4434	7.4434	5.2656			
Vanuatu	0.7176	0.4706	0.4106			
Vatican City	6.9600	5.2312	4.5048	1.67	1.67	1.67
Venezuela	4.1872	3.0364	2.5444	2.03	2.03	2.03

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		Outbound			Inbound	
Country	Day	Evening	Night	Day	Evening	Night
Vietnam	4.5046	3.8412	2.9898			
Virgin Islands	6.9600	5.1812	4.4166	0.1088	0.1088	0.1088
Western Somoa	0.1782	0.1584	0.1287			
Yemen Republic	4.1048	3.0422	2.5968			
Yugoslavia	4.6234	4.0828	3.2770			
Yukon Territory	4.1892	3.1656	2.6958	0.5817	0.4147	0.4147
Zaire	2.4080	2.1088	2.0876			
Zambia	0.1931	0.1762	0.1762			
Zimbabwe	4.3852	3.3072	2.8134			