

RATES, TERMS AND CONDITIONS

APPLICABLE TO

INTERSTATE AND INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE

FURNISHED BY

SEI Data, Inc.  
SEI LONG DISTANCE  
Ohio Valley Telecommunications  
Southeastern Indiana Rural Telephone

December 1, 2020

**Terms and Conditions of Service**

1. **APPLICATION OF TERMS AND CONDITIONS OF SERVICE**

- 1.1 These Terms and Conditions of Service (“Terms and Conditions”) apply to specialized switching services furnished by SEI COMMUNICATIONS, D/B/A SEI DATA, INC, SEI LONG DISTANCE, OHIO VALLEY TELECOMMUNICATIONS, SOUTHEASTERN INDIANA RURAL TELEPHONE hereinafter referred to as the “Company”, with its principal address at 14005 U.S. 50 Dillsboro, Indiana 47018 for the provision of Interstate Telecommunications Service for communications initiated from locations between and among domestic points in the United States. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions by wire, cable, radio and/or a combination thereof. By accepting Company’s Service, you (the “Customer”) agree to the terms and conditions set forth herein.
- 1.2 From time to time, the Company shall offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations.
- 1.3 Company may modify these Terms and Conditions upon advance written notice to Customer. The most current version of these Terms and Conditions can be found on Company web site at SEICOMMUNICATIONS.COM or at Company’s business office at 14005 U.S. 50 Dillsboro, Indiana 47018 between the hours of 8:00 a.m. and 4:30 p.m. Any changes to Terms and Conditions become effective on the Effective Date set forth in the written notice. By continuing to accept Company’s Service after the Effective Date, Customer agrees to the Terms and Conditions as modified.
- 1.4 When services and facilities are provided in part by the Company and in part by other companies, these Terms and Conditions apply to that portion of the service or facilities, which it supplies.
- 1.5 Service/trademarks of the Company are indicated by “™“, registered service/trademark are indicated by “®“, and copyrights are indicated by “©“. In addition, the Company logo is a registered servicemark of the Company.

2. **DEFINITIONS**

The following definitions apply for certain terms used generally throughout these Terms and Conditions:

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Access Line: A communication channel, which is used for access to a Company service point.

Accounting Code: A multi-digit code, which enables a Customer to allocate long distance charges to internal accounts.

Additional Increments: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

Aggregator: Any person or entity, that is not an operator service provider and that in the ordinary course of its operations makes telephones available to the public or transient users of its premises, or university for telephone calls between states that are specified by the user using an operator service provider.

Answer Supervision: An electrical signal fed back up the line by the local telco at the distant end of a long distance call to indicate positively the call has been answered by the called phone.

Application for Service: A standard order form, which includes all pertinent billing, technical, and other descriptive information, which will enable the carrier to provide the communication service as required.

Authorization Code: A multi-digit code, which enables a Customer to access Company's network and enables the Company to identify the use of proper billing.

Authorized User: A person, firm, corporation, or other legal entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

2. **DEFINITIONS** (Cont'd)

**Automatic Numbering Identification (ANI)**: A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

**Billed Party**: The person or entity responsible for payment of the Company's service as follows:

For an Operator Assisted Call:

- a. in case of a Calling. Card or Credit Card call, the holder of the calling card or credit card used by the Consumer;
- b. in case of a Collect or Third Party call, the one responsible for the local telephone service at the telephone number that agrees to accept charges for the call; and
- c. in the case of a Room Charge call, the Customer.

For a Direct Dial Call:

Direct dial calls are billed to the originating live number, or the party assigned the Company's authorization code used to complete the call.

**Billing Period**: The interval between Customer invoice to Customer invoice which shall consist of approximately 30 days.

**Business Service**: The phrase "Business Service" means telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

**Calling Card Call**: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone company for this purpose.

2. **DEFINITIONS** (Cont'd)

Cancellation of Order: A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Channel: The path for electrical transmission between two or more points.

Collect Call: A billing arrangement, which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not they are a presubscribed customer of the Company shall be responsible for all charges related to the call. Regardless of whether the person is a Customer of the Company or the individual receiving such a collect call, he or she shall be subject to the provisions of these Terms and Conditions which are applicable to the call accepted.

Command Routing: This feature allows the Inbound service Customer to have Inbound calls rerouted by the Company's network in the event of access blockage to an ANI or T1 circuit ID previously defined by the Customer.

Commission: The Federal Communications Commission.

Company: SEI COMMUNICATIONS, D/B/A SEI DATA, INC, SEI LONG DISTANCE, OHIO VALLEY TELECOMMUNICATIONS, SOUTHEASTERN INDIANA RURAL TELEPHONE

Connecting Carrier: A telecommunications company, which may be either an interexchange or a local exchange carrier, that supplies the Company with facilities to originate or terminate the Company's long distance services.

Consumer: The term consumer means a person initiating any telephone call using operator services.

Customer: The Customer is the person, firm, corporation or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all Terms and Conditions including any fraudulent use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the Customer's number(s), are accepted at the Customer's number(s) (e.g. collect calls), are billed to the Customer number(s) via third number billing, the use of a calling or travel card, or the use of an assigned special billing number or authorization code to the Customer.

Customer Dialed Calling Card Call: A Calling Card Call, which does not require intervention by an attended operator position to complete.

2. **DEFINITIONS** (Cont'd)

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

Designated Service Date: Denotes the Customer specified installation date requested at the time the order for service is initiated. If the Company finds it cannot provide service by that date, the designated service date becomes that date specified by the Company on which the installation of service can be performed.

Designated Service Point: The Customer designated point of termination of a local distribution channel. The designated service point may be a Customer or authorized user premise or a local exchange company central office or Centrex station.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Domestic Points: Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

Domestic Interstate Message Telecommunications Service: The furnishing of direct dial and operator assisted domestic interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among domestic points.

End User: An individual or entity designated by the consumer to be responsible for the payment of calls placed using the Company's services.

2. **DEFINITIONS** (Cont'd)

Equal Access Code: An access code that allows the consumer to obtain an equal access connection to the carrier associated with that code.

Excessive Call Attempt: An attempt to make a call over the Company's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made from the same access line, and where those attempts do not complete because an invalid authorization code(s) was used.

FCC: Federal Communications Commission.

Hertz: Is a unit of frequency equal to one cycle per second.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.

International Message Telecommunications Service: The furnishing of station-to-station direct dial International switched network services for the completion of long distance transmissions over voice grade channels to other countries.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

2. **DEFINITIONS** (Cont'd)

Local Exchange Carrier (LEC): A company which provides telecommunications service within a local exchange LATA.

Local Time: The time observed, standard or daylight savings, at the rate center associated with the originating point of the call.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Credit Card or Third Party Call.

Measured Service: The provision of interstate long distance measured time communications telephone service to Customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from a local exchange carrier. The Company is responsible for arranging for the access line.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

Minimum Average Time Requirements (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Modem: A device, which modulates and/or demodulates signals for proper transmission via dedicated or switched facilities.



2. **DEFINITIONS** (Cont'd)

**Normal Business Hours:** Normal business hours are represented by the period between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

**Operator Assisted Call:** An interstate telephone connection completed through the use of Operator Services.

**Operator Service Charge:** A non-measured (fixed) surcharge, which is added to a measured charge in calculating the total charges due for a completed Operator Assisted Call.

**Operator Services:** Any telecommunications service that includes, as a component, any automated or live assistance afforded to a consumer to arrange for the billing and/or completion, of a telephone call that are specified by the user through a method other than:

- \* Automatic Completion with billing to the telephone from which the call originated;
- \* Completion through an access code or a proprietary account number used by the consumer, with billing to an account previously established with the carrier by the consumer; or
- \* Completion in association with directory assistance services

**Other Communications Common Carrier:** A government regulated entity offering communications services to the public.

**Point of Presence:** Locations where the Company maintains through its own facilities or through arrangements with other carriers an operations center for purposes of providing long distance service.

**Premises:** All buildings occupied by the Customer and/or his authorized user on a contiguous property (except railroad right of way, etc.) not intersected by a public road.

**Presubscribed Provider of Operator Services:** The Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

**Responsible Organization:** The carrier entity that has responsibility for the management of Inbound numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system. Also, the entity which accesses the SMS to: a) search for and reserve Inbound numbers; b) create and maintain Inbound number Customer records, including call processing records; and c) provide a single point of contact for trouble reporting. The SMS recognizes one responsible organization for each Inbound number.

2. **DEFINITIONS** (Cont'd)

Service: Service means any or all service(s) provided pursuant to these Terms and Conditions.

Service Control Point (SCP): The real-time data base system in the service network that contains instructions on how Customers wish their calls to be routed, terminated or otherwise processed.

Service Points: Those cities from which the Company makes its services available to its customers.

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering: Special discounts or modifications of the Company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Special Services: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under these Terms and Conditions.

Station: Any location from which a message can be originated or received.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

Subscriber: A person or other entity that selects a telecommunications company to be the Presubscribed Provider of Operator Services for one or more locations within that person or entity's control.

Subscription Agreement: A standard form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the long distance service required.

2. **DEFINITIONS** (Cont'd)

Switch: A local telephone company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Terminal Equipment: Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets used for origination or termination of telecommunications services.

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

3. **GENERAL RULES AND REGULATIONS**

3.1 **UNDERTAKING OF THE COMPANY**

3.1.1 **General**

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to these Terms and Conditions may be utilized only for the transmission of communications by Customers consistent with the terms of these Terms and Conditions, and the rules and regulations of the Federal Communications Commission.

a) The Company undertakes to provide switched Interstate and International Message Telecommunications Service (MTS) in accordance with the terms and conditions specified herein.

b) The Company shall provide Interstate and International Message Toll Service as an integral part of the Company's MTS service offerings.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.2 **Availability**

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the local exchange carrier serving the customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

3. **GENERAL RULES AND REGULATIONS**

3.2 **USE OF SERVICE**

- 3.2.1 Services furnished by the Company may not be used for any unlawful purpose.
- 3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under these Terms and Conditions notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.
- 3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.
  - 3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.
  - 3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.

3. **GENERAL RULES AND REGULATIONS**

3.2 **USE OF SERVICE (Cont'd)**

- 3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY**

3.3.1 Liability

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of these Terms and Conditions provided, however, that:

3.3.1.1 The Company's liability for its willful misconduct is not limited by these Terms and Conditions.

3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.

3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:

- a) Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.
- b) Any claim, loss, expense or damage (including, but not limited to reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.1 Liability (Cont'd)

- c) Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or
- d) Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

3.3.1.5 All or a portion of the service provided pursuant to these Terms and Conditions may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a responsible organization or where the Company's services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.3.1.8 Notwithstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.



3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.3 **OBLIGATIONS OF THE COMPANY** (Cont'd)

3.3.1 Liability (Cont'd)

3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and Inbound calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's customer service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

3.4 **OBLIGATIONS OF THE CUSTOMER**

3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.

3.4.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

- 3.4.3 The Customer will guarantee the performance by his authorized user(s) of all provisions of and obligations under these Terms and Conditions. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of these Terms and Conditions.
- 3.4.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under these Terms and Conditions, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:
- a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or
  - b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under these Terms and Conditions, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in these Terms and Conditions shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.5 The Customer of the Company's 1+, 0+ (sent paid), credit card, and/or Inbound Service is responsible for payment for all calls placed:

- (a) via the Customer's local telephone service number(s);
- (b) via dedicated access lines to the Company facilities and/or network;
- (c) via the Customer's Inbound Service number(s) either intentionally or mistakenly placed;
- (d) originated at the Customer's number(s);
- (e) accepted at the Customer's number(s) (e.g. collect calls); and
- (f) billed to the Customer's number(s) via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or Inbound Service; who's use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.

3.4.6 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.4 **OBLIGATIONS OF THE CUSTOMER** (Cont'd)

3.4.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provide pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.5 **PAYMENT REGULATIONS**

3.5.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. Inbound Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 **PAYMENT REGULATIONS** (Cont'd)

- 3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Inbound Service, whose use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's Inbound number by mistake.
- 3.5.4 If notice of a dispute with respect to a charge is not received, in writing, within 21 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 21 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee which shall be imposed at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law. When contracting with a local exchange company to be the billing entity, the tariffs of that company apply.
- 3.5.5 If a Customer accumulates more than \$1,000 of undisputed delinquent charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.
- 3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.
- 3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to two months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 **PAYMENT REGULATIONS** (Cont'd)

- 3.5.6.2 In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the Company. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.
- 3.5.6.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.
- 3.5.7 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee based on the policy of the local exchange telephone company which serves the customer will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 3.5.9 All stated charges in these Terms and Conditions are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in these Terms and Conditions. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 3.5.10 In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 **CREDIT ALLOWANCES**

3.6.1 Interruption of Service

3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in these Terms and Conditions, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms of these Terms and Conditions.

3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer, its authorized user(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.

3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.

3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

3.6.2 Outage Credit

3.6.2.1 No credit shall be given for an interruption of less than 2 hours.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.6 **CREDIT ALLOWANCES** (Cont'd)

3.6.2 Outage Credit (Cont'd)

3.6.2.2 The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.



3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **CANCELLATION OF SERVICE**

3.7.1 For any of the following reasons, the Company may discontinue service upon at least 6 days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.

3.7.1.1 In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.

3.7.1.2 In the event of a violation of any regulation governing the service under these Terms and Conditions, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.

3.7.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **CANCELLATION OF SERVICE** (Cont'd)

- 3.7.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under these Terms and Conditions or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of these Terms and Conditions by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by these Terms and Conditions. Cancellation will be effective on the date specified on the notice.
- 3.7.3 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the customer will be responsible for any usage over the line.
- 3.7.4 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 3.7.5 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 3.7.6 Except as otherwise provided in these Terms and Conditions or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.
- 3.7.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 **CANCELLATION OF SERVICE** (Cont'd)

3.7.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

3.8 **DETERMINATION AND RENDERING OF CHARGES**

3.8.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

3.8.2 Subject to the Company's right to cancel or suspend services as otherwise provided in these Terms and Conditions, the minimum service period is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in these Terms and Conditions.

3.8.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

3.8.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

3.8.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.8 **DETERMINATION AND RENDERING OF CHARGES** (Cont'd)

- 3.8.6 The duration of a call is rated in intervals of the billing increments described for each service provided in these Terms and Conditions. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 3.8.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.
- 3.8.8 The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research. Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the switched access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The formula to determine airline miles is as follows:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.9 **TIMING OF CALLS**

3.9.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in these Terms and Conditions.

3.10 **SPECIAL SERVICES**

For the purpose of these Terms and Conditions, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in these Terms and Conditions. Special Services charges will be developed on an individual case basis and set forth in a separate agreement.

3.10.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.11 **SPECIAL SERVICES** (Cont'd)

- 3.11.1.1 If at the request of the Customer, the Company obtains facilities not normally used to provide service to its customer, the cost incurred will be billed as a Special Service.
- 3.11.1.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
- 3.11.1.3 Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company service, the cost of providing these features will be billed as a Special Service.

3.12 **FRACTIONAL CHARGES**

- 3.12.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.
- 3.12.2 For each call the minimum charge shall be the applicable charge for an initial minute with use in excess of the initial minute being billed in six (6) second increments, with the fractional billing increments, if any, of each call rounded up to the next highest whole six (6) second increment. Service offerings elsewhere in these Terms and Conditions may be subject to a different billing policy if so stated with that individual offering.
- 3.12.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description (Section 4).

4. **SERVICE DESCRIPTIONS**

4.1 **MESSAGE TELECOMMUNICATIONS SERVICE**

4.1.1 **Description**

The following MTS service plans allow Customers to originate interstate calls in areas with Equal Access capabilities served by the Company by presubscribing to one of its MTS long distance calling service plans. All MTS service plans include calling from domestic U.S. points to other domestic U.S. points. Any services originating from a payphone will have a payphone surcharge applied.

Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

Per minute rates are based on the level of usage occurring in the billing month. No retroactive rate reductions occur by moving into a new usage band, however per minute rates in higher usage bands are billed at the corresponding rate. Calls are billed in one (1) minute increments rounded up to the next whole minute. Discounts from the Company's basic rate schedule, if available, through various calling plans are set forth in Section 4.2 herein.

All calling plans and 800#'s will be charged a monthly Federal Universal Connectivity Charge set forth in Section 6.6.

4.2 **Product Types**

4.2.1 **Basic MTS**

1. Service via equal access facilities is available to Customers served by any LEC equal access office served by the Company.
2. Company provided interstate services are available for calls originating and terminating within the domestic U.S.

Usage Charges

- a) Per Minute Rates – Refer to Section 6.2.
- b) Rate Periods – Refer to Determination and Rendering of Charges in Section 3.9 for the Company's standard rate period.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.3 **Inbound Services**

- 4.3.1 The Company Inbound Service is an inbound service originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular business line, residential line, or a Special Access Line (SAL). This service enables the Customer to receive Inbound Service calls at their residence or place of business. All Inbound calls are billed at a single flat rate per minute regardless of time of day. Inbound calls are billed in one (1) minute increments and rounded up to the next full minute. Inbound calls can originate from any domestic U.S. point. A monthly recurring charge is assessed to the Customer and is charged by calendar month. The recurring charge is assessed per Inbound number. Any services originating from a payphone will have a payphone surcharge applied.
- 4.3.2 The Company reserves the right to require an applicant for the Company Inbound Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.
- 4.3.3 The Company Inbound Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Inbound Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.



4. **SERVICE DESCRIPTIONS** (Cont'd)

4.3 **Inbound Services** (Cont'd)

- 4.3.4 The Customer must obtain an adequate number of access lines for the Company Inbound Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company Inbound Service to any Customer that fails to comply with these conditions.
- 4.3.5 Each Inbound Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any Inbound telephone number associated with the Company Inbound Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesigned as a spare number in the Company Inbound database by the Company upon written notice to the Customer.
- 4.3.6 If the Customer requests assignment of a specific Inbound Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company Inbound Service has been in actual and substantial use for a consecutive sixty (60) day period.
- 4.3.7 Nothing in this Section, or in any other provision of these Terms and Conditions, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved an Inbound/888/877 telephone number hereunder or Customers who subscribe to and use the Company Inbound Service or their transferee or assigns, any ownership interest or proprietary right in any particular Inbound/888/877 number; however, upon placing a number actually and substantially in use, as defined above, the Company Inbound Service Customers do have a controlling interest in the Inbound/888/877 number(s). The Company's Inbound Service customer may retain the use of their Inbound/888/877 number assignments, even following changes in their Inbound Service carrier and/or responsible organization.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.3 **Inbound Services** (Cont'd)

- 4.3.8 If a Customer places an order for the Company to carry Customer's already existing Inbound number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's responsible organization. Upon subscription to the Company Inbound Service, the Customer may execute a Letter of Authorization to transfer responsible organization responsibility of its Inbound number(s) to the Company responsible organization in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous responsible organization or Inbound service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.
- 4.3.9 Subject to execution of a Responsible Organization Service Agreement between the Company and the Customer, unless the Customer requests another responsible organization, the Company responsible organization functions include: 1) search for and reservation of Inbound numbers in the SMS/Inbound; 2) creating and maintaining the Inbound number Customer record in the SMS/Inbound; and 3) provision of a single point of contact for trouble reporting.
- 4.3.10 Where the Company serves as the Responsible Organization for an Inbound Service Customer, the Company will, at the Customer's request, subscribe to an Inbound Directory Listing for the Inbound number(s) assigned to the Customer. A charge for Inbound Directory Listings will apply as set forth in these Terms and Conditions. In the event that a Customer transfers its Inbound service to another responsible organization, the Company shall cease to subscribe to Inbound Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Inbound Directory Listing Service is maintained through the new responsible organization. The Customer is responsible for payment of any outstanding Inbound Directory Listing charges, including any unexpired portion of any minimum period applicable to such service, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Inbound Directory Listing responsibility.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.3 **Inbound Services** (Cont'd)

- 4.3.11 Where the Company serves as the responsible organization for an Inbound Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company tariffs. When an Inbound Service Customer uses Vertical Features obtained by the Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 4.3.12 Inbound Service Feature Charges – Feature charges are determined by the specific feature requested by an Inbound Service Customer. These charges are in addition to Inbound Service usage charges and are not subject to discounting unless specifically indicated in Section 6.2. The Company will bill the Inbound Service Customer for calls generated on the Customer's Inbound Service number in one (1) minute increments, rounded up to the next minute. The rates for usage of Inbound Services are defined in Section 6.2.
- 4.3.13 In the event that a Customer cancels its Inbound Service, the Customer may elect to retain the Company as its responsible organization.
- 4.3.14 In the event that a Customer cancels its Company Responsible Organization or Inbound Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.
- 4.3.15 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Inbound Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- 4.3.16 The Company Responsible Organization Charges - Where the Company serves as a responsible organization for a non-Company Inbound Service Customer, the Company will pass on the tariffed Local Exchange Carrier charges for SMS/Inbound Database and related services. In addition, the Company charges in Section 6.2, Service Charges will apply.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.4 OTHER SERVICE ARRANGEMENTS

4.4.1 Super Savings Plan

The Super Savings Plan offers the customer a flat rated calling plan, which is non-distance sensitive or time of day sensitive for all direct dialed long distance calls only. All calls are billed in one-minute increments, rounded up to the next whole minute. A monthly recurring charge also applies to customers electing this service. The plan cannot be used in conjunction with any other discount plan.

Rates apply to calls within domestic U.S. points.

Refer to Section 6.3.1 for usage charges.

4.4.2 Simple Savings Plan

The Simple Savings Plan offers the customer a flat rated calling plan, which is non-distance sensitive or time of day sensitive for all direct dialed long distance calls only. All calls are billed in one-minute increments, rounded up to the next whole minute. The plan cannot be used in conjunction with any other discount plan.

Rates apply to calls within domestic U.S. points.

Refer to Section 6.3.2 for usage charges.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.5 **SUPPLEMENTAL SERVICES**

4.5.1 **Directory Assistance**

4.5.1.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

4.5.1.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

4.5.1.3 The applicability of usage volume discounts toward directory assistance charges is addressed within each individual service section.

Refer to Section 6.4 for usage charges.

4.5.2 **Public Payphone Surcharge**

This charge will apply to all completed consumer calls placed from a public/semipublic payphone in which a 1-8XX call is placed. Specifically, the public payphone charge applies to: 1) Any Inbound Service offering, 2) collect calls, 3) calls billed to a third number and 4) Company Prepaid Card Services (if applicable).

The public payphone surcharge is applied in addition to any other applicable service charges or surcharges. Discounts offered by any of the Company's discount plans do not apply to the Public Payphone Surcharge.

Refer to Section 6.5 for usage charges.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.5 **SUPPLEMENTAL SERVICES**

4.5.3 **Universal Service Connectivity Charge**

This charge will apply to all calling plans (including Basic MTS) and all 8XX customers. This monthly recurring charge is applied in addition to any other applicable service charges or surcharges. Discounts offered by any of the Company's discount plans do not apply to the Universal Service Connectivity Charge.

Refer to Section 6.6 for usage charges.

4.5.4 **Promotional Offerings**

Certain promotional offerings may be provided from time to time via these Terms and Conditions. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

5. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE**

5.1 Types of Offerings

International Message Telecommunications Service is available as additional service at the rates listed in 7.1, through subscription to any of the Company's Interstate Telecommunications service offerings. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

(a) Determination of Duration

- a. Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- b. Chargeable time ends when the connection is terminated.
- c. Chargeable time does not include the time lost because of faults or effects in the service.

(b) Calculation of Billable Time for IMTS Service

- a. The initial whole minute or fraction thereof is subject to the initial minute rate.
- b. The additional minutes are rounded in one (1) minute increments, rounded up to the next whole minute increment.

Refer to Section 7, International Message Telecommunications Services.

6. **SERVICE CHARGES**

6.1 **MESSAGE TELECOMMUNICATIONS SERVICE**

6.1.1 **Basic MTS**

6.1.1.1 **Usage Charges- Interstate**

a. Per Minute Rates

<u>Monthly Minutes of Use</u>	<u>Per Minute</u>
0 – 10 minutes	\$0.15
11 – 130 minutes	\$0.14
131 – 330 minutes	\$0.13
331+ minutes	\$0.11

6.1.2 RESERVED FOR FUTURE USE



6. **SERVICE CHARGES** (Cont'd)

6.2 **INBOUND SERVICES**

6.2.1 Inbound Usage Charges: Rate per minute: \$0.10

6.2.2 Inbound Feature Charges - Feature Charges are determined by the specific feature requested by a Company Inbound Customer. These charges are in addition to Inbound usage charges and are not subject to discounting unless specifically indicated.

<u>Feature</u>	<u>Set-up Charge</u>	<u>Monthly Recurring Charge</u>
Reservation Charge (per 800/888/877 number) (max. 10 numbers per Customer)	\$ 35.00	N/C
Time of Day Routing (per 800/888/877 number)	\$100.00	\$ 50.00
Day of Week Routing (per 800/888/877 number)	\$100.00	\$ 50.00
Change 800/888/877 Destination Number (via service order)	\$ 15.00	N/C
Expedite 800/888/877 Service Order (per order)	\$100.00	N/C
Add/ Change Area of Service Screening	\$ 25.00	N/C
Add/Change Canadian 800/888/877 Origination	N/C	N/C
Add/Change Caribbean (Puerto Rico and U.S. Virgin Islands)	N/C	N/C
Nationwide Inbound Directory Listing (per 800/888/877 number)	15.00	N/C
Expedite Directory Listing Major	25.00	N/C
Expedite Directory Listing Minor	20.00	N/C
Modify 800/88/877 Record (Add/Change 800/88/877 Number, Vertical or Enhanced Features	25.00	N/C

6. **SERVICE CHARGES** (Cont'd)

6.3 **OTHER SERVICE ARRANGEMENT**

6.3.1 Super Savings Plan: Rate per minute - \$0.07  
Recurring monthly fee - \$5.95

6.3.2 Simple Savings Plan: Rate per minute - \$0.10

6. **SERVICE CHARGES** (Cont'd)

6.4 **SUPPLEMENTAL SERVICES**

6.4.1 Directory Assistance: Rate per call - \$0.90

6.4.2 Reserved for Future Use

6.5 **FEDERAL UNIVERAL CONNECTIVITY CHARGE (No Discounts Apply)**

Monthly Recurring Charge: \$1.50

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE**

7.1 Rates for IMTS Service

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Afghanistan	\$0.36
Afghanistan Mobile Service	\$0.28
Albania	\$0.29
Albania Mobile Service	\$0.68
Algeria	\$0.11
Algeria Mobile Service	\$1.18
Andorra	\$0.10
Andorra Mobile Service	\$0.38
Angola	\$0.10
Angola Mobile Service	\$0.29
Anguilla	\$0.34
Anguilla Mobile Service	\$0.40
Antarctica	\$2.25
Antigua St Johns	\$0.41
Antigua St Johns Mobile Service	\$0.45
Argentina	\$0.10
Argentina Mobile Service	\$0.25
Armenia	\$0.30
Armenia Mobile Service	\$0.39
Aruba	\$0.15
Aruba Mobile Service	\$0.35
Ascension Island	\$2.21
Australia	\$0.10
Australia Mobile Service	\$0.10
Austria	\$0.20
Austria Mobile Service	\$0.41
Azerbaijan	\$0.33
Azerbaijan Mobile Service	\$0.48
Bahamas	\$0.33
Bahamas Mobile Service	\$0.33
Bahrain	\$0.17
Bahrain Mobile Service	\$0.21
Bangladesh	\$0.10
Bangladesh Mobile Service	\$0.10
Barbados	\$0.32
Barbados Mobile Service	\$0.38
Belarus	\$0.63
Belarus Mobile Service	\$0.63
Belarus Telematic Service	\$1.51
Belgium	\$0.16
Belgium Mobile Service	\$0.16

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Belize	\$0.36
Belize Mobile Service	\$0.37
Benin	\$0.56
Benin Mobile Service	\$0.56
Bermuda	\$0.10
Bermuda Mobile Service	\$0.10
Bhutan	\$0.10
Bolivia	\$0.30
Bolivia Mobile Service	\$0.27
Bonaire	\$0.18
Bonaire Mobile Service	\$0.18
Bosnia & Herzegovina	\$0.29
Bosnia & Herzegovina Mobile Service	\$0.74
Botswana	\$0.34
Botswana Mobile Service	\$0.42
Brazil	\$0.10
Brazil Mobile Service	\$0.10
British Virgin Is.	\$0.34
British Virgin Is. Mobile Service	\$0.40
Brunei	\$0.10
Brunei Mobile Service	\$0.10
Bulgaria	\$0.13
Bulgaria Mobile Service	\$0.13
Burkina Faso	\$0.63
Burkina Faso Mobile Service	\$0.68
Burundi	\$0.88
Burundi Mobile Service	\$0.90
Cambodia	\$0.10
Cambodia Mobile Service	\$0.10
Cameroon	\$0.17
Cameroon Mobile Service	\$0.55
Canada	\$0.10
Canada Mobile Service	\$0.10
Cape Verde Islands	\$0.26
Cape Verde Islands Mobile Service	\$0.45
Cayman Is.	\$0.18
Cayman Is. Mobile Service	\$0.29
Central African Rep	\$0.87
Central African Rep Mobile Service	\$1.06
Chad	\$0.95
Chad Mobile Service	\$0.96

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Chile	\$0.10
Chile Mobile Service	\$0.10
China	\$0.21
China Mobile Service	\$0.10
Colombia	\$0.10
Colombia Mobile Service	\$0.10
Comoros Island	\$0.96
Comoros Island Mobile Service	\$0.98
Congo	\$0.56
Congo Mobile Service	\$0.75
Cook Islands	\$1.72
Costa Rica	\$0.10
Costa Rica Mobile Service	\$0.12
Croatia	\$0.18
Croatia Mobile Service	\$0.70
Cuba	\$1.18
Cuba Other	\$1.18
Curacao	\$0.18
Curacao Mobile Service	\$0.35
Cyprus	\$0.10
Cyprus Mobile Service	\$0.15
Czech Republic	\$0.10
Czech Republic Mobile Service	\$0.14
Dem Rep Of Congo	\$0.86
Dem Rep Of Congo Mobile Service	\$1.13
Denmark	\$0.10
Denmark Mobile Service	\$0.10
Diego Garcia	\$2.32
Djibouti	\$0.55
Dominica	\$0.32
Dominica Mobile Service	\$0.34
Dominican Republic	\$0.10
Dominican Republic Mobile Service	\$0.16
East Timor	\$0.36
Ecuador	\$0.22
Ecuador Mobile Service	\$0.35
Egypt	\$0.13
Egypt Mobile Service	\$0.15
El Salvador	\$0.21
El Salvador Mobile Service	\$0.18
Equatorial Guinea	\$0.77

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Equatorial Guinea-Mobile	\$0.77
Eritrea	\$0.38
Eritrea-Mobile	\$0.38
Estonia	\$0.10
Estonia Mobile Service	\$0.63
Ethiopia	\$0.40
Ethiopia Mobile Service	\$0.40
Faroe Islands	\$0.10
Faroe Islands-Mobile	\$0.10
Falkland Islands	\$3.23
Fiji Island	\$0.45
Fiji Island-Mobile	\$0.45
Finland	\$0.64
Finland Mobile Service	\$0.64
France	\$0.10
France Mobile Service	\$0.32
French Antilles	\$0.13
French Antilles Mobile Service	\$0.10
French Guiana	\$0.16
French Guiana Mobile Service	\$0.16
French Polynesia	\$0.43
French Polynesia Mobile Service	\$0.51
Gabon	\$0.74
Gabon Mobile Service	\$0.72
Gambia	\$0.73
Gambia Mobile Service	\$0.72
Georgia	\$0.48
Georgia Mobile Service	\$0.48
Germany	\$0.10
Germany Mobile Service	\$0.46
Ghana	\$0.44
Ghana Mobile Service	\$0.45
Gibraltar	\$0.10
Gibraltar Mobile Service	\$0.24
Gmss	\$30.00
Gmss Mobile Service	\$30.00
Greece	\$0.10
Greece Mobile Service	\$0.12
Greenland	\$0.10
Greenland Mobile Service	\$0.10
Grenada	\$0.27

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Grenada Mobile Service	\$0.37
Guadeloupe	\$0.10
Guadeloupe Mobile Service	\$0.14
Guam	\$0.10
Guam Mobile Service	\$0.10
Guantanamo Bay	\$1.94
Guatemala	\$0.24
Guatemala Mobile Service	\$0.18
Guinea-Bissau	\$0.98
Guinea-Bissau Mobile Service	\$0.98
Guyana	\$0.39
Guyana Mobile Service	\$0.40
Haiti	\$0.48
Haiti Mobile Service	\$0.46
Honduras	\$0.21
Honduras Mobile Service	\$0.31
Hong Kong	\$0.10
Hong Kong Mobile Service	\$0.10
Hungary	\$0.10
Hungary Mobile Service	\$0.12
Iceland	\$0.10
Iceland Mobile Service	\$0.10
India	\$0.10
India Mobile Service	\$0.10
Indonesia	\$0.10
Indonesia Mobile Service	\$0.10
Inmarsat Snac	\$30.00
Inmarsat Snac Inmarsat Aeronautical Svc.	\$30.00
Inmarsat Snac Inmarsat B Service	\$30.00
Inmarsat Snac Inmarsat Bgan Service	\$30.00
Inmarsat Snac Inmarsat M Service	\$30.00
Inmarsat Snac Inmarsat Mini-M Service	\$30.00
Iran	\$0.25
Iran Mobile Service	\$0.28
Iraq	\$0.25
Iraq Mobile Service	\$0.31
Ireland	\$0.10
Ireland Mobile Service	\$0.10
Iridium	\$30.00
Israel	\$0.10
Israel Mobile Service	\$0.10



7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Italy	\$0.10
Italy Mobile Service	\$0.44
Ivory Coast	\$0.83
Ivory Coast Mobile Service	\$1.06
Jamaica	\$0.32
Jamaica Mobile Service	\$0.36
Japan	\$0.10
Japan Mobile Service	\$0.10
Jordan	\$0.26
Jordan Mobile Service	\$0.30
Kazakhstan	\$0.10
Kazakhstan Mobile Service	\$0.31
Kenya	\$0.31
Kenya Mobile Service	\$0.37
Kiribati	\$2.41
Korea	\$0.10
Korea Mobile Service	\$0.10
Kuwait	\$0.10
Kuwait Mobile Service	\$0.10
Kyrgyzstan	\$0.29
Kyrgyzstan Mobile Service	\$0.34
Laos	\$0.13
Latvia	\$0.35
Latvia Mobile Service	\$0.59
Lebanon	\$0.14
Lebanon Mobile Service	\$0.28
Lesotho	\$0.72
Lesotho Mobile Service	\$0.71
Liberia	\$0.70
Liberia Mobile Service	\$0.65
Libya	\$0.43
Libya Mobile Service	\$0.48
Liechtenstein	\$0.10
Liechtenstein Mobile Service	\$0.10
Lithuania	\$0.25
Lithuania Mobile Service	\$0.64
Luxembourg	\$0.31
Luxembourg Mobile Service	\$0.34
Macau	\$0.18
Macau Mobile Service	\$0.12
Macedonia	\$0.43

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Macedonia Mobile Service	\$0.63
Madagascar	\$1.16
Madagascar Mobile Service	\$1.16
Malawi	\$0.58
Malawi Mobile Service	\$0.76
Malaysia	\$0.10
Malaysia Mobile Service	\$0.10
Maldives	\$1.39
Maldives Mobile Service	\$1.39
Mali Mobile Service	\$0.65
Mali Republic	\$0.64
Mali Republic Mobile Service	\$1.00
Malta	\$0.35
Malta Mobile Service	\$0.38
Marshall Islands	\$0.40
Martinique	\$0.10
Martinique Mobile Service	\$0.26
Mauritania	\$0.93
Mauritania Mobile Service	\$1.30
Mauritius	\$0.16
Mauritius Mobile Service	\$0.20
Mayotte Island	\$0.10
Mayotte Island Mobile Service	\$0.17
Mexico Big 3 Guadalajara	\$0.10
Mexico Mobile Service	\$0.10
Mexico Other	\$0.10
Micronesia	\$0.87
Moldova	\$0.60
Moldova Mobile Service	\$0.59
Monaco	\$0.49
Monaco Mobile Service	\$0.88
Mongolia	\$0.10
Montenegro	\$0.32
Montenegro Mobile Service	\$0.70
Montserrat Plymouth	\$0.38
Montserrat Plymouth Mobile	\$0.40
Morocco	\$0.87
Morocco Mobile Service	\$0.83
Mozambique	\$0.33
Mozambique Mobile Service	\$0.42
Myanmar	\$0.25

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Myanmar Mobile Service	\$0.23
Namibia	\$0.18
Namibia Mobile Service	\$0.19
Nauru	\$2.41
Nepal	\$0.26
Nepal Mobile Service	\$0.25
Netherlands	\$0.35
Netherlands Mobile Service	\$0.38
Netherland Antilles	\$0.13
Netherlands Antilles Mobile Service	\$0.21
New Caledonia	\$0.45
New Zealand	\$0.10
New Zealand Mobile Service	\$0.10
Nicaragua	\$0.25
Nicaragua Mobile Service	\$0.43
Niger	\$0.51
Niger Mobile Service	\$0.51
Nigeria	\$0.17
Nigeria Mobile Service	\$0.17
Niue Island	\$2.62
Norfolk Island	\$2.77
North Korea	\$0.10
Norway	\$0.10
Norway Mobile Service	\$0.10
Oman	\$0.18
Oman Mobile Service	\$0.36
Pakistan	\$0.10
Pakistan Mobile Service	\$0.10
Palau	\$0.42
Palau Mobile Service	\$0.76
Palestine	\$0.29
Palestine Mobile Service	\$0.29
Panama	\$0.10
Panama Mobile Service	\$0.18
Papua New Guinea	\$0.97
Papua New Guinea Mobile Service	\$1.69
Paraguay	\$0.10
Paraguay Mobile Service	\$0.10
Peru	\$0.10
Peru Mobile Service	\$0.10
Philippines	\$0.22

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Philippines Mobile Service	\$0.22
Poland	\$0.10
Poland Mobile Service	\$0.18
Portugal	\$0.10
Portugal Mobile Service	\$0.88
Qatar	\$0.28
Qatar Mobile Service	\$0.29
Reunion Island	\$0.10
Reunion Island Mobile Service	\$0.14
Romania	\$0.10
Romania Mobile Service	\$0.10
Russia	\$0.10
Russia Mobile Service	\$0.37
Rwanda	\$0.47
Rwanda Mobile Service	\$0.47
Saba Mobile Service	\$0.29
Samoa	\$1.68
Samoa Mobile Service	\$1.50
San Marino	\$0.29
San Marino Mobile Service	\$0.35
Sao Tome	\$1.96
Saudi Arabia	\$0.15
Saudi Arabia Mobile Service	\$0.21
Senegal	\$0.39
Senegal Mobile Service	\$0.62
Serbia	\$0.28
Serbia Mobile Service	\$0.68
Seychelles Islands	\$1.21
Seychelles Islands Mobile Service	\$1.21
Sierra Leone	\$0.75
Sierra Leone Mobile Service	\$0.95
Singapore	\$0.10
Singapore Mobile Service	\$0.10
Slovakia	\$0.10
Slovakia Mobile Service	\$0.19
Slovenia	\$0.30
Slovenia Mobile Service	\$0.65
Solomon Islands	\$1.73
Solomon Islands Mobile Service	\$1.73
Somalia	\$0.81
South Africa	\$0.25

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
South Africa Mobile Service	\$0.30
Spain	\$0.10
Spain Mobile Service	\$0.21
Sri Lanka	\$0.27
Sri Lanka Mobile Service	\$0.27
St Eustatius Mobile Service	\$0.28
St. Helena	\$3.02
St. Kitts/Nevis Basseterre	\$0.32
St. Kitts/Nevis Basseterre Mobile Service	\$0.37
St. Lucia Cap Estate	\$0.32
St. Lucia Castries Mobile Service	\$0.36
St. Maarten	\$0.19
St. Maarten Mobile Service	\$0.19
St. Pierre Miquelon	\$0.30
St. Pierre Miquelon Mobile Service	\$0.59
St. Vincent	\$0.32
St. Vincent Mobile Service	\$0.39
Sudan	\$0.26
Sudan Mobile Service	\$0.29
Suriname	\$0.30
Suriname Mobile Service	\$0.32
Swaziland	\$0.39
Swaziland Mobile Service	\$0.39
Sweden	\$0.10
Sweden Mobile Service	\$0.56
Switzerland	\$0.10
Switzerland Mobile Service	\$0.85
Syria	\$0.40
Syria Mobile Service	\$0.52
Taiwan	\$0.10
Taiwan Mobile Service	\$0.15
Tajikistan	\$0.26
Tajikistan Mobile Service	\$0.30
Tanzania	\$0.52
Tanzania Mobile Service	\$0.52
Thailand	\$0.10
Thailand Mobile Service	\$0.10
Togo	\$0.44
Togo Mobile Service	\$0.62
Tokelau	\$1.86
Tonga	\$1.68

7. **INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE (Cont'd)**

7.1 Rates for IMTS Service (Cont'd)

<b>Terminating Country</b>	<b>Rate Per Minute</b>
Tonga Mobile Service	\$0.32
Trinidad/Tobago	\$0.25
Trinidad/Tobago Mobile Service	\$0.27
Tunisia	\$1.39
Tunisia Mobile Service	\$1.40
Turkey	\$0.10
Turkey Mobile Service	\$0.27
Turkmenistan	\$0.16
Turkmenistan Mobile Service	\$0.23
Turks/Caicos	\$0.35
Turks/Caicos Grand Turk	\$0.37
Turks/Caicos Grand Turk Mobile Service	\$0.38
Tuvalu	\$1.58
Uganda Kampala	\$0.59
Uganda Mobile Service	\$0.60
Ukraine	\$0.24
Ukraine Mobile Service	\$0.36
United Arab Emirates	\$0.26
United Arab Emirates Mobile Service	\$0.26
United Kingdom	\$0.10
United Kingdom Mobile Service	\$0.32
Uruguay	\$0.10
Uruguay Mobile Service	\$0.26
Uzbekistan	\$0.17
Uzbekistan Mobile Service	\$0.17
Vanuatu	\$1.72
Vanuatu Mobile Service	\$1.72
Vatican City	\$0.53
Venezuela	\$0.10
Venezuela Mobile Service	\$0.15
Vietnam	\$0.10
Vietnam Mobile Service	\$0.10
Wallis Futuna Island	\$0.55
Yemen	\$0.23
Yemen Mobile Service	\$0.23
Zaire	\$0.54
Zaire Mobile Service	\$0.75
Zambia	\$0.66
Zambia Mobile Service	\$0.46
Zimbabwe	\$0.35
Zimbabwe Mobile Service	\$0.69