

WILKES LONG DISTANCE SERVICE SERVICES AGREEMENT

This Agreement (“Agreement”) governs the rates, terms and conditions for provision by Wilkes Long Distance Service (WLDS), of interstate and international long distance service (“Service”). Interstate long distance Service is a service involving a call originating in one state and terminating in another state (also referred to as a “state-to-state” call). International long distance is a service involving a call originating in one country and terminating in another country. As used in this Agreement, “you” and “your” refer to the individual or entity using or paying for the Service. **THIS AGREEMENT INCORPORATES BY REFERENCE THE RATES, TERMS AND CONDITIONS INCLUDED IN WLDS’S RATES, TERMS AND CONDITIONS DOCUMENT.** WLDS’s Long Distance Rates, Terms and Conditions Document (“RTC Document”) is available at the Company’s offices at 107 E. Liberty Street, Washington, GA 30673, its Lincolnton Office at Peachtree Street, Lincolnton, GA 30817 and on WLDS’s website at www.relyantcommunications.com

BY ACCEPTING SERVICE FROM WLDS YOU ACCEPT THE RATES, TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT AND THE INCORPORATED RTC DOCUMENT AS A BINDING AGREEMENT BETWEEN YOU AND WLDS.

- 1. SERVICES.** Availability of individual Service offerings of WLDS is described in the RTC Document.
- 2. RATES.** You agree to pay WLDS for the Services at the rates and charges listed in the RTC Document. WLDS will apply rates and charges for Services provided to you as described in the RTC Document.
- 3. CHANGES IN RATES, TERMS AND CONDITIONS.** WLDS may change this Agreement, including the incorporated RTC Document, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after WLDS posts on its web site modifications to the RTC Document reflecting the changes. WLDS will also notify you of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 5 below. WLDS may decrease rates and charges without providing advance notice. **USE OF WLDS’S SERVICE AFTER THE FIFTEEN (15) DAY NOTICE PERIOD SHALL BE CONSTRUED AS YOUR AGREEMENT TO THE CHANGED RATES, TERMS AND CONDITIONS.**
- 4. PAYMENTS.** You must pay all bills or invoices from WLDS for Services on or before the due date. Terms and conditions applicable to payment are contained in the RTC Document. Terms and conditions contained in the RTC Document applicable to payments may include, but are not limited to, a requirement for payment by you of late payment charges at the highest interest rate not to exceed the amount allowable by law.
- 5. TAXES AND OTHER CHARGES.** In addition to payment for Services, you must pay all taxes, fees, surcharges and other charges that WLDS bills you related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require WLDS to bill you. WLDS will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

6. TERMINATION OR DENIAL OF SERVICE BY WLDS. In the event of nonpayment of any bill rendered or any required deposit, WLDS may, after written notice, suspend your Service. The Company may, immediately and without notice to you, and without liability of any nature, temporarily deny, terminate, or suspend your Service:

- a. in the event you or your agent: (i) willfully damage WLDS's equipment, interfere with use of WLDS's Service by other customers of WLDS; (ii) unreasonably place capacity demands upon the WLDS's facilities or Service; or (iii) violate any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fail to comply with the provisions of this Agreement or applicable law; or
- b. in the event you become insolvent, are the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seek protection or relief from creditors in a formal legal proceeding after a filing for such relief, or execute an assignment for the benefit of creditors; or
- c. in the event that WLDS determines that any Service is being used fraudulently or illegally, whether by you or your agent.

7. INDEMNIFICATION. YOU AGREE THAT THE WLDS SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST WLDS THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE WLDS FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON WLDS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

8. LIABILITIES OF WLDS. Except as stated in this Section 8, WLDS shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Agreement.

- a. The liability of WLDS for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Agreement including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Agreement applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to WLDS.
- b. WLDS shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over WLDS, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- c. WLDS shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with WLDS's Services. In addition, WLDS shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

9. WARRANTIES. EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WLDS MAKES NO EXPRESS WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. BILLING DISPUTES. If you believe you have been billed by WLDS in error, you must contact WLDS within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time you notify WLDS. You may withhold from payment to WLDS the disputed portion of any bill pending resolution of the dispute. You must pay all non-disputed charges on the bill by the due date indicated on the bill. WLDS will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within fifteen, (15) days thereafter, and if you fail to pay this amount within the time required, your account will be deemed past due and unpaid and your Service subject to termination under Section 6 above. Any payments you withhold pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

11. MISCELLANEOUS

a. Entire Agreement. This Agreement (which incorporates by reference the RTC Document) constitutes the entire agreement between WLDS and you and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in Section 3 above. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor WLDS is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

b. Separability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

c. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

d. Assignment. WLDS can assign all or part of its rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without WLDS's prior written consent.

e. Notices. Notices from you to WLDS must be provided as specified in this Agreement. Notice from you to WLDS made by calling the WLDS is effective as of the date that the WLDS's records show that the WLDS received your call. WLDS's notice to you under this Agreement with respect to changes in rates, terms and conditions will be provided as described in Section 3 above. WLDS's notice to you under this Agreement for matters other than changes in rates, terms and conditions will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number.

f. Governing Law. This Agreement will be governed by the law of the State of Georgia.

RATES, TERMS AND CONDITIONS DOCUMENT (RTC DOCUMENT)
CONTAINING
RATES, TERMS AND CONDITIONS
APPLICABLE TO
LONG DISTANCE SERVICES
FURNISHED BY

WILKES LONG DISTANCE SERVICE

FOR INTERSTATE AND INTERNATIONAL LONG DISTANCE SERVICES
AS PROVIDED FOR HEREIN.

LONG DISTANCE SERVICES

TABLE OF CONTENTS

<u>No.</u>		<u>Page</u>
Section 1:	<u>General</u>	1-1
1.1	Application of Rates, Terms and Conditions	1-1
1.2	Definitions	1-2
Section 2:	<u>Terms and Conditions – Interstate and International Long Distance Services</u>	2-1
2.1	Undertaking of the Company	2-1
	2.1(a) Scope	2-1
	2.1(b) Limitations	2-1
2.2	Obligations of the Customer	2-1
2.3	Liabilities of the Company	2-3
2.4	Service Orders	2-3
2.5	Charges and Payments for Service or Facilities	2-4
	2.5(a) Deposits	2-4
	2.5(b) Description of Payment and Billing Periods	2-4
	2.5(c) Taxes and Other Charges	2-5
	2.5(d) Payment and Late Payment Charge	2-5
	2.5(e) Returned Check Charge	2-5
	2.5(f) Credit Allowance/Service Interruptions	2-6
	2.5(g) Service Interruption Measurement	2-6
2.6	Termination or Denial of Service by the Company	2-7
2.7	Billing Disputes	2-7
Section 3:	<u>General Classification and Description of the Company's Service - Interstate and International Long Distance Services</u>	3-1
3.1	Service Points	3-1
3.2	Measurements	3-1
	3.2(a) Time of Day Rate Period	3-1
	3.2(b) Availability of Service	3-1
	3.2(c) Holiday Rates	3-1
3.3	Timing of Calls	3-2
3.4	Method of Applying Rates	3-2
	3.4(a) Interstate Long Distance Services	3-2
	3.4(b) International Long Distance Service	3-2
3.5	Computation of Distance	3-3
3.6	Promotional Discounts	3-4
3.7	Dialed Long Distance Services	3-4
3.8	Optional Single Rate Plan	3-4
3.9	Optional Keep It Simple Plan	3-5
3.10	Calling Card Service	3-5
3.11	Keep It Simple Calling Card Service	3-5
3.12	800/888 Service	3-6
3.13	800/866/888 Keep It Simple Service	3-6
3.14	Directory Assistance Service	3-7
3.15	Operator Services	3-7

LONG DISTANCE SERVICES

TABLE OF CONTENTS (Cont'd)

<u>No.</u>		<u>Page</u>
Section 4:	<u>Rates for Interstate Long Distance Service</u>	4-1
4.1	Returned Check Charge	4-1
4.2	Direct Dialed Long Distance Service	4-1
4.3	Optional Single Rate Plan.....	4-2
4.4	Optional Keep It Simple Rate Plan	4-2
4.5	Calling Card Service	4-2
4.6	Keep It Simple Calling Card Service	4-2
4.7	800/888 Service	4-2
4.8	800/888/866 Keep It Simple Service	4-2
4.9	Directory Assistance	4-2
4.10	Interstate Operator Services	4-3
Section 5:	<u>Rates for International Long Distance Service</u>	5-1
5.1	Returned Check Charge	5-1
5.2	Rate Schedules.....	5-1
5.3	Calling Card Service	5-10
5.4	International Operator Services.....	5-11

LONG DISTANCE SERVICES

1. General**1.1 Application of Rates, Terms and Conditions**

- (a) The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the provision of Interstate Long Distance Service and International Long Distance Service, hereinafter collectively or individually referred to as "Service", by Wilkes Long Distance Service, hereinafter referred to as the "Company", as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- (b) These Rates, Terms and Conditions are incorporated by reference in the Wilkes Long Distance Service Long Distance Services Agreement (Long Distance Services Agreement). The Long Distance Services Agreement and the Rates, Terms and Conditions together comprise the rates, terms and conditions applicable to provision of Interstate Long Distance Service and International Long Distance Services by the Company. A copy of the Long Distance Service Agreement is attached at the beginning of this Rates, Terms and Conditions Document. In the event there is a conflict between terms and conditions in the Long Distance Services Agreement and terms and conditions in the Rates, Terms and Conditions, the terms and conditions in the Long Distance Services Agreement shall apply.
- (c) The Company may change the Long Distance Services Agreement, including the incorporated Rates, Terms and Conditions, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts the modifications to the Long Distance Services Agreement or Rates, Terms and Conditions on its web site. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 2.5(c) of the Rates, Terms and Conditions. The Company may decrease rates and charges without providing advance notice. Use of the company's services after the fifteen (15) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions of this agreement.
- (d) The provision of such Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- (e) The Rates, Terms and Conditions contained herein are not applicable to Intrastate Long Distance Service. The Company provides Intrastate Long Distance Service under GPSC Tariff No. 1 filed with the Georgia Public Service Commission. Notwithstanding the inapplicability of the Rates, Terms and Conditions to Intrastate Long Distance Service, the rates for certain Intrastate Long Distance Services tariffed in the GPSC Tariff No. 1 may or may not be the same as rates for the corresponding Interstate Long Distance Service under the Rates, Terms and Conditions. The GPSC Tariff No. 1 may be viewed at the Company's offices.

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

Billed Party

The person or entity responsible for payment of the Company's service for an Operator Services Call, as follows:

- (1) in the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the Customer; and
- (2) in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Calling Card Call

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

Calling Card Service

Calling Card Service is a Long Distance Service provided by the Company through use of a Company-issued calling card to make Interstate Long Distance and International Long Distance calling card calls through the use of a specific "1-800" toll free telephone number provided by the Company for access to the calling card service.

Call Splashing

The transfer of a telephone call from one provider of operator services to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

Collect Call

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions (Cont'd)Company

WILKES LONG DISTANCE SERVICE, unless the context indicates otherwise.

Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Rates, Terms and Conditions.

Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Domestic

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.

Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in *United States v. Western Electric*, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

FCC

The Federal Communications Commission.

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions (Cont'd)International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country. International Long Distance Service includes International Operator Service offered by the Company as provided herein.

International Operator Service

International Operator Service is an Operator Service involving a telephone call originating in one country and terminating in another country.

Interstate Long Distance Service

Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions. Interstate Long Distance Service includes Interstate Operator Service offered by the Company as provided herein.

Interstate Operator Service

Interstate Operator Service is an Operator Service involving a telephone call originating in one state and terminating in another state. The term "state" for purposes of Interstate Operator Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the same state (also referred to as a "in-state" call). Intrastate Long Distance Service includes intrastate operator service if offered by the Company as provided under the applicable tariff.

Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

Long Distance Service (LDS)

The term "Long Distance Service" denotes the furnishing of station-to-station direct dial interstate and international switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points and international points and Calling Card Services made with the use of a Company issued Calling Card.

LONG DISTANCE SERVICES

1. General (Cont'd)1.2 Definitions (Cont'd)Operator Service

An Operator Service is a Long Distance Service provided by the Company that includes, as a component, any automatic or live assistance to a Customer to arrange for billing or completion, or both, of the Long Distance Service.

Person-to-Person Call

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party.

Rates, Terms and Conditions

Rates, Terms and Conditions refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.

Service

The offerings of the Company comprising Interstate Long Distance Service and International Long Distance Service.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering, or any other form of intelligence.

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.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services**2.1 Undertaking of the Company****(a) Scope**

The Company is a carrier providing Interstate Long Distance Service and International Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States, between points in the United States and international points, as described in these Rates, Terms and Conditions.

(b) Limitations

- (i) The services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities and the other provisions of these Rates, Terms and Conditions.
- (ii) The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
- (iii) The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of these Rates, Terms and Conditions, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

- (a) All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- (b) The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- (c) Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- (d) The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- (e) The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)2.2 Obligations of the Customer (Cont'd)

- (f) Nothing contained herein, or in any other provision of these Rates, Terms and Conditions, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- (g) The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- (h) The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for long distance services and/or facilities connecting the Customer and the Company.
- (i) In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of these Rates, Terms and Conditions against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- (j) The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
 - (i) Using the Service for any purpose which is in violation of any law.
 - (ii) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
 - (iii) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
 - (iv) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
 - (v) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- (k) The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 Liabilities of the Company

Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in the Rates, Terms and Conditions.

- (a) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under the Rates, Terms and Conditions including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- (b) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- (c) The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to these Rates, Terms and Conditions. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

- (a) Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- (b) Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (a) above.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities(a) Deposits

- (i) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed three (3) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- (ii) Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
- (iii) Interest will be paid by the Company on all sums held on deposit at the rate established statutorily for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.

(b) Description of Payment and Billing Periods

- (i) Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- (ii) When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LEC, commercial credit card company or other entity performing billing functions apply, including any applicable interest.
- (iii) In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)(c) Taxes and Other Charges

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

(d) Payment and Late Payment Charge

- (i) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- (ii) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (iii) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5(d)(i). Restoration of Service will be subject to all applicable installation charges.

(e) Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)2.5 Charges and Payments for Service or Facilities (Cont'd)(f) Credit Allowance/Service Interruptions

- (i) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (ii) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- (iii) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- (iv) Only those portions of the Service or equipment operation disabled will be credited.
- (v) Any credit provided to the Customer under these Rates, Terms and Conditions shall be determined in accordance with the provisions of Section 2.5(g).

(g) Service Interruption Measurement

- (i) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
- (ii) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

LONG DISTANCE SERVICES

2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)**2.6 Termination or Denial of Service by the Company**

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Customer's Service. The Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, terminate, or suspend Customer's Service:

- (a) in the event Customer or Customer's agent: (i) willfully damages the Company's equipment, interferes with use of the Company's Service by other customers of the Company; (ii) unreasonably places capacity demands upon the Company's facilities or Service; or (iii) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fails to comply with the provisions of the Rates, Terms and Conditions or applicable law; or
- (b) in the event Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (c) in the event that the Company determines that any Service is being used fraudulently or illegally, whether by Customer or Customer's agent.

2.7 Billing Disputes

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under Section 2.6 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services3.1 Service Points

- (a) The Company provides originating Service from domestic points in the United States to domestic points identified in these Rates, Terms and Conditions.
- (b) The Company provides terminating Service from domestic points in the United States to international points identified in these Rates, Terms and Conditions.

3.2 Measurements(a) Time-of-Day Rate Period

- (1) Daytime Rates - Daytime rates apply Monday through Friday 8:00 a.m. through 5:00 p.m.
- (2) Evening Rates - Evening rates apply Sunday through Friday 5:00 p.m. through 11:00 p.m. and Holidays.
- (3) Night/Weekend - Night and Weekend rates apply Monday through Sunday 11:00 p.m. through 8:00 a.m., and from 8:00 a.m. through 5:00 p.m. on Sunday, and all day on Saturday.

(b) Availability of Service

The Service is available at the rates listed in Sections 4 and 5, through subscription to any of the long distance service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

(c) Holiday Rates

During the following officially recognized holidays, Evenings Rates will be applicable during all hours, except for hours when a lower rate (i.e., Night/Weekend) is applicable.

New Year's Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**3.3 Timing of Calls**

- (a) Unless otherwise indicated in these Rates, Terms and Conditions, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- (b) The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- (c) The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- (d) There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- (e) The time of day at the calling party rate center determines what Time-of-Day rate period applies.

3.4 Method of Applying Rates

- (a) Interstate Long Distance Services
 - (i) Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.
 - (ii) Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.
- (b) International Long Distance Services
 - (i) Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.
 - (ii) Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)3.5 Computation of Distance

- (a) Applicable calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.
- (b) Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airline distance between any two cities, the airline mileage is determined as follows:
 - (1) Obtain the "V" and "H" coordinates for each city.
 - (2) Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
 - (3) Square each difference obtained in step 2, above.
 - (4) Add the square of the "V" difference and the "H" difference obtained in step 3, above.
 - (5) Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
 - (6) Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**3.6 Promotional Discounts**

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers.

3.7 Dialed Long Distance Services

- (a) Dialed Long Distance Services are measured use, full time services utilizing interstate and international communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- (b) Depending upon the service option chosen by the Customer, the charges for the use of such interstate or international communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- (c) All Customers shall be charged the rates identified in Sections 4 and 5.
- (d) 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.

3.8 Optional Single Rate Plan

- (a) The Single Rate Plan is an optional calling plan for Residential and Business Customers of Wilkes Long Distance Service who direct dial long distance calls originating and terminating within the domestic United States.
- (b) The Single Rate Plan is available only to Customers who choose Wilkes Long Distance Service for both interstate and intrastate (interLATA and intraLATA) long distance calling services.
- (c) There are no minimum monthly usage fees or set up charges.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**3.9 Optional Keep It Simple Plan**

- (a) The Keep It Simple Rate Plan is an optional calling plan for residential and business customers of Wilkes Long Distance Service who direct dial long distance calls originating and terminating within the continental United States.
- (b) The Keep It Simple Rate Plan is available only to customers who choose Wilkes Long Distance Service for both InterLATA and IntraLATA long distance calling services.
- (c) The Keep It Simple Rate Plan applies to all call rate periods, regardless of time of day, or day of week
- (d) The Keep It Simple Rate Plan requires a monthly subscription fee.

3.10 Calling Card Service

- (a) Wilkes Long Distance Service Calling Card Service is an 800 number based calling card platform which permits customers to place long distance calls throughout the domestic United States and outside the domestic United States and internationally utilizing line-based telephone numbers with assigned personal identification numbers (PINs).
- (b) Wilkes Long Service Calling Cards are issued by the Company.
- (c) Wilkes Long Distance Service Calling Cards are available to both Residential and Business Customers at the same rates.

3.11 Keep It Simple Calling Card Service

- (a) Wilkes Long Distance Service Keep It Simple Calling Card Service is an 800 number based calling card platform which permits customers to place long distance calls throughout the continental United States utilizing line-based telephone numbers with assigned personal identification numbers (PINs).
- (b) Wilkes Long Distance Service Keep It Simple Calling Cards are issued by the Company.
- (c) Wilkes Long Distance Service Keep It Simple Calling Cards are available to both residential and business customers at the same rate.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**3.12 800/888 Service**

- (a) 800/888 Service is a switched telecommunications offering which permits inward 800/888 number calling from stations to a Customer's station. Calls from points outside the Customer's selected NPAs will be blocked.
- (b) 800/888 calls are dialed and completed without the assistance of an operator.
- (c) Either an 800 or 888 number will be assigned to a Customer by the Company.
- (d) 800/888 Service will be offered under the Rates, Terms and Conditions subject to the availability of service components.
- (e) 800/888 Service will be engineered to meet industry standards and the Company will maintain and repair the service which it provides.
- (f) 800/888 Service including any associated number may be transferred or assigned to a new customer.
- (g) 800/888 Service is portable and the assigned 800 or 888 telephone number may be retained when moving to another location or changing service providers.
- (h) The minimum payment period for 800/888 Service is one (1) day.

3.13 800/888/866 Keep It Simple Service

- (a) 800/888/866 Keep It Simple Service is a switched telecommunications offering which permits inward 800/888 number calling from stations to a customer's station. Calls from points outside the customer's selected NPAs will be blocked.
- (b) 800/888/866 calls are dialed and completed without the assistance of an operator.
- (c) Either an 800, 888 or 866 number will be assigned to a customer by the Company.
- (d) 800/888/866 Keep It Simple Service will be offered under the Rates, Terms and Conditions subject to the availability of service components.
- (e) 800/888/866 Keep It Simple Service will be engineered to meet industry standards and the Company will maintain and repair the service which it provides.
- (f) 800/888/866 Keep It Simple Service including any associated number may be transferred or assigned to a new customer.
- (g) 800/888/866 Keep It Simple Service is portable and the assigned 800, 888 or 866 number may be retained when moving to another location or changing service providers.
- (h) The minimum payment period for 800/888/866 Service is one (1) day.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)3.14 Directory Assistance Service

The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers in the domestic United States. All Customers shall be charged the rates identified in Sections 4.

3.15 Operator Services

The Company provides Operator Services for telephone calls initiated from its Customers' locations through contractual relationships with interstate and international service providers. Operator Services provided by the Company include Interstate Operator Services and International Operator Services

(a) Responsibilities of the Company For Operator Services

In addition to the responsibilities of the Company established elsewhere in the Rates, Terms and Conditions, the following responsibilities of the Company apply to Company provision of Operator Services.

- (i) The Company shall identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call and a second time before the Customer incurs any charge for the call.
- (ii) The Company shall permit the Customer to terminate the telephone call at no charge before the call is connected.
- (iii) The Company shall disclose immediately to the Customer, upon request and at no charge to the Customer,
 - (a) A quote of its rates or charges for the call;
 - (b) The methods by which such rates or charges will be collected; and
 - (c) The methods by which complaints concerning such rates, charges, or collection practices will be resolved.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)3.15 Operator Services (Cont'd)(b) Responsibilities of the Customer For Operator Services

In addition to the responsibilities and obligations of the Customer established elsewhere in the Rates, Terms and Conditions, the following responsibilities apply to Customer use of Company provided Operator Services.

- (i) The Customer is responsible for compliance with the applicable regulations set forth in these Rates, Terms and Conditions.
- (ii) The Customer is responsible for establishing his, her or their identity as often as necessary during the course of a call.
- (iii) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- (iv) The Customer is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

(c) Billing Arrangements

(i) Collect, Calling Card and Third Party Calls

Charges for calls of this type will be included on the Billed Party's regular local telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company or a bill issued directly by the Company or its billing and collection agent or clearing house. Individual types of billing arrangements may not be available for all types of Operator Services. Where a billing arrangement is not available for a call, the Company will not provide Operator Service.

(ii) Credit Card Calls

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company. Where a billing arrangement is not available for the Company to bill for charges to a credit card, the Company will not provide Operator Service with respect to credit card calls.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)3.15 Operator Services (Cont'd)(c) Billing Arrangements (Cont'd)

(iii) Unanswered Calls

The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

(iv) Call Splashing

The Company will not engage in Call Splashing, unless the Customer requests to be transferred to another provider of Operator Services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred.

(v) Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Carrier, the Billed Party may file an appropriate complaint with the Federal Communications Commission. The address of the Federal Communications Commission (FCC) is listed below:

Telecommunications Consumers Division
Federal Communications Commission
445 12th Street, S.W.
Room 5-A724
Washington, D.C. 20554

Customers may file a complaint with the FCC Enforcement Bureau –
Telecommunications Consumers Division at: <http://www.fcc.gov/eb/tcd>.

LONG DISTANCE SERVICES

3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)3.15 Operator Services (Cont'd)(d) Description of Interstate Operator Services

The Company offers Interstate Operator Services pursuant to these Rates, Terms and Conditions. All Interstate Operator Services are offered for the purpose of completing interstate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) in the United States.

- (i) The Company provides the following types of Interstate Operator Services:

Collect Calls
Third Party Calls
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.

- (ii) Person-to Person-Calls

Collect Calls, Third Party Calls and Calling Card Calls for Interstate Operator Services may optionally be placed on a Person-to-Person Call basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.

(e) Description of International Operator Services

The Company offers International Operator Services pursuant to these Rates, Terms and Conditions. All International Operator Services are offered for the purpose of completing international telephone calls originating from the United States and terminating to international points.

The Company provides the following types of International Operator Services:

Third Party Calls
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service4.1 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate and international balance, only a single returned check charge will apply.

Per Occasion \$20.00

4.2 Direct Dialed Long Distance Service(a) Basic Rates

Mileage	Day Per minute Rate	Evening Per Minute Rate	Night/Weekend Per Minute Rate
1-10	0.2037	0.1261	0.1067
11-22	0.2134	0.1358	0.1164
23-55	0.2134	0.1358	0.1164
56-124	0.2231	0.1358	0.1164
125-292	0.2231	0.1358	0.1261
293-430	0.2231	0.1358	0.1261
431-925	0.2231	0.1358	0.1261
926-1910	0.2328	0.1455	0.1261
1911-3000	0.2425	0.1455	0.1261
3001-4250	0.2910	0.2037	0.1552
4251-5750	0.3201	0.2134	0.1649

(b) Volume Discounts

In the event that a customer's monthly toll bill for Dialed Long Distance Service exceeds \$30 per month, a four percent (4%) discount will be applied to the initial \$30 of such charges plus any additional charges for Direct Dialed Long Distance Service in excess of \$30 for the given month.

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service (Cont'd)4.3 Optional Single Rate Plan

Per Minute Rate \$0.15
Monday – Sunday, All Day

Monthly Surcharge \$0.00

4.4 Optional Keep It Simple Rate Plan

Per Minute Rate \$0.09
Monday – Sunday, All Day

Monthly Surcharge \$2.99

4.5 Calling Card Service

Per Minute Rate \$0.25
Monday – Sunday, All Day

Surcharge Per Call \$0.60

4.6 Keep It Simple Calling Card Service

Per Minute Rate \$0.20
Monday – Sunday, All Day

Monthly Surcharge \$2.00

4.7 800/888 Service

Per Minute Rate \$0.15
Monday – Sunday, All Day

Surcharge Per Month \$5.00

4.8 800/888/866 Keep It Simple Service

Per Minute Rate \$0.09
Monday – Sunday, All Day

Surcharge Per Month \$5.00

4.9 Directory Assistance

Per Call \$0.65

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service

4.10 Interstate Operator Services

(a) Rate Schedule

The following rates apply to Collect, Third-party, Operator Station, Person-to-Person and Customer Dialed Calling Card classes of service calls. The rates apply all days of the week as specified in the Rate Period Chart following. Services Charges apply, as indicated.

MILEAGE	DAY		EVENING/HOLIDAY		NIGHT/WEEKEND	
	FIRST MINUTE	ADD'L MINUTE	FIRST MINUTE	ADD'L MINUTE	FIRST MINUTE	ADD'L MINUTE
1-10	\$0.1649	\$0.1649	\$0.1164	\$0.1164	\$0.1067	\$0.1067
11-22	\$0.1843	\$0.1843	\$0.1261	\$0.1261	\$0.1067	\$0.1067
23-55	\$0.1940	\$0.1940	\$0.1455	\$0.1455	\$0.1164	\$0.1164
56-124	\$0.2134	\$0.2134	\$0.1455	\$0.1455	\$0.1261	\$0.1261
125-292	\$0.2134	\$0.2134	\$0.1552	\$0.1552	\$0.1261	\$0.1261
293-430	\$0.2231	\$0.2231	\$0.1552	\$0.1552	\$0.1358	\$0.1358
431-925	\$0.2328	\$0.2328	\$0.1552	\$0.1552	\$0.1358	\$0.1358
926-1910	\$0.2522	\$0.2522	\$0.1552	\$0.1552	\$0.1358	\$0.1358
1911-3000	\$0.2522	\$0.2522	\$0.1649	\$0.1649	\$0.1455	\$0.1455
3001-4250	\$0.2910	\$0.2910	\$0.1940	\$0.1940	\$0.1552	\$0.1552
4251-9999	\$0.3201	\$0.3201	\$0.2134	\$0.2134	\$0.1649	\$0.1649

(b) Rate Period Chart

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 A.M. to *5:00 P.M.	Day Rate Period						
5:00 P.M. to *11:00 P.M.	Evening Rate Period				Evening Rate Period		
11:00 P.M. to *8:00 A.M.	Night/Weekend Rate Period						

*To but not including the stated hour. Calls originating in one time period and terminating in another will be billed for the entire call according to the highest rate applicable to any portion of the call.

LONG DISTANCE SERVICES

4. Rates for Interstate Long Distance Service4.10 Interstate Operator Services(c) Service Charges and Surcharges

The following charges are in addition to the usage charges found in the basic Rates at Section 4.7(a) preceding as indicated:

Type	Credit Card
Customer Dialed Calling Card Station	
Customer Dialed Collect/Automated	\$0.80
Customer Dialed and Operator Assisted	\$0.80
Customer Dialed-Operator Must Assist	\$0.80
Station	
Customer Dialed Collect, Billed to Third Party,	\$1.94
Operator Dialed Collect, Billed to Third Party, Sent Paid	\$1.94
Operator Dialed, Billed to a Calling Card	\$1.94
Person-to-Person	
Customer Dialed Collect, Billed to Third Party, Calling Card, Sent Paid	\$3.00
Operator Dialed Collect, Billed to Third Party, Sent Paid	\$3.00
Operator Dialed, Billed to a Calling Card	\$3.00
Operator Dialed Surcharge	
	\$1.00

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service

5.1 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate and international balance, only a single returned check charge will apply.

Per Occasion \$20.00

5.2 Rate Schedules

(a) Service to Canada

Rates for Direct Dialed International Long Distance Service to Canada

1+ Residential & Business Rates to Canada

Mileage	Per Minute Rate	Per Minute Rate
	Standard*	Economy**
0-18	\$0.61	\$0.51
19-80	0.65	0.51
81-140	0.75	0.53
141-220	0.81	0.55
221-345	0.86	0.55
346-630	0.95	0.62
631-1200	0.95	0.62
1201-1610	0.99	0.67
1611-4000	0.99	0.67

*Standard rates are Monday – Friday: 7:00 a.m. – 6:59 p.m.

**Economy rates are Monday – Friday: 7:00 p.m. – 6:59 a.m.
All day Saturday
All day Sunday

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service

5.2 Rate Schedules (Cont'd)

(b) Service to Mexico

Rates for Direct Dialed International Long Distance Service to Mexico

1+ Residential & Business Rates to Mexico

	Per Minute Rate Standard*	Per Minute Rate Economy**
Band 1	\$1.22	\$0.79
Band 2	1.29	0.92
Band 3	1.54	1.08
Band 4	2.16	1.66
Band 5	2.17	1.76
Band 6	2.17	1.97
Band 7	2.17	1.98
Band 8	2.17	1.98

*Standard rates are Monday – Friday: 7:00 a.m. – 6:59 p.m.

**Economy rates are Monday – Friday: 7:00 p.m. – 6:59 a.m.
All day Saturday
All day Sunday

(c) Standard International Service

Rates for Direct Dialed International Long Distance Service to countries and international points other than Canada and Mexico.

1+ International Rates [For Calls] made from the Domestic U.S.

Rates are per minute.

*Standard rates are Monday – Friday: 7:00 a.m. – 6:59 p.m.

**Economy rates are Monday – Friday: 7:00 p.m. – 6:59 a.m.
All day Saturday
All day Sunday

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.2. Rate Schedules (Cont'd)(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
Afghanistan	\$10.06	\$8.29
Albania	5.36	4.59
Algeria	3.75	3.07
American Samoa	3.87	3.14
Andorra	2.53	1.72
Angola	6.58	5.42
Anguilla	2.57	2.18
Antarctica (Casey Base)	6.74	6.60
Antarctica (Scott Base)	4.08	3.82
Antigua (Barbuda)	2.53	2.08
Argentina	3.30	2.27
Armenia	4.19	3.51
Aruba	2.42	1.99
Ascension Island	4.24	3.55
Australia	2.59	1.78
Austria	2.48	1.77
Azerbaijan	4.14	3.31
Bahamas	1.97	1.58
Bahrain	3.43	2.77
Bangladesh	5.45	4.32
Barbados	2.53	2.08
Belarus	4.19	3.51
Belgium	2.65	1.69
Belize	3.21	2.32
Benin	3.47	2.77
Bermuda	2.12	1.77
Bhutan	8.10	6.35
Bolivia	3.31	2.79
Bosnia-Herzegovina	3.00	2.40
Botswana	3.14	2.50
Brazil	3.14	2.30
British Virgin Islands	2.45	2.01
Brunei	3.30	2.72
Bulgaria	3.43	2.77
Burkina Faso	5.15	4.63

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.2 Rate Schedules (Cont'd)(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
Burundi	\$6.85	\$5.96
Cambodia	6.25	5.46
Cameroon	3.75	2.98
Cape Verde Islands	4.55	3.72
Cayman Islands	2.63	2.02
Central African Republic	6.26	5.42
Chad	7.36	6.09
Chile	2.98	2.33
China	4.46	3.45
Xmas & Cocos	7.85	6.60
Colombia	3.19	2.32
Comoros	7.49	5.90
Congo, Democratic	3.31	2.74
Congo, Republic of	5.38	4.38
Cook Islands	7.16	5.73
Costa Rica	2.83	2.09
Croatia	2.96	2.40
Cuba	3.04	3.04
Cyprus	3.09	2.48
Czech Republic	3.21	2.61
Denmark	2.50	1.63
Diego Garcia	5.36	4.86
Djibouti	4.63	3.75
Dominica	2.75	2.17
Dominican Republic	2.71	2.27
Ecuador	3.15	2.60
Egypt	3.72	3.00
El Salvador	2.98	2.42
Equatorial Guinea	6.52	5.52
Eritrea	4.49	3.51
Estonia	4.90	3.55
Ethiopia	4.40	3.63
Faeroe Islands	2.32	1.60
Falkland Islands	5.61	4.25
Fiji Islands	4.58	3.52
Finland	2.52	1.52
France	2.29	1.46

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)

5.2 Rate Schedules (Cont'd)

(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
French Antilles	2.50	2.06
French Guiana	2.87	2.27
French Polynesia	3.91	3.26
Gabon	3.72	2.93
Gambia	3.49	2.77
Georgia	4.19	3.51
Germany	2.12	1.41
Ghana	3.72	2.87
Gibraltar	2.95	2.08
Greece	3.32	2.24
Greenland	2.76	1.96
Grenada	2.78	2.29
Guadeloupe	2.57	2.06
Guantanamo Bay	3.04	3.04
Guatemala	3.03	2.40
Guinea	4.59	3.65
Guinea Bissau	7.18	5.67
Guyana	3.95	2.87
Haiti	3.00	2.53
Honduras	3.28	2.40
Hong Kong	3.14	2.06
Hungary	2.86	2.32
Iceland	2.84	1.91
India	4.50	3.69
Indonesia	3.76	2.71
Iran	4.36	3.41
Iraq	5.18	4.59
Ireland	2.31	1.52
Israel	3.36	2.27
Italy	2.57	1.82
Ivory Coast	4.49	3.51
Jamaica	2.72	2.24
Japan	2.49	1.79
Jordan	3.26	2.59

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.2 Rate Schedules (Cont'd)(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
Kazakhstan	4.19	3.51
Kenya	3.74	3.03
Kiribati	5.26	4.48
Kuwait	3.39	2.17
Kyrgyzstan	4.16	3.51
Laos	8.97	6.35
Latvia	5.06	3.70
Lebanon	5.09	4.66
Lesotho	3.14	2.70
Liberia	3.32	2.61
Libya	3.54	2.85
Liechtenstein	2.18	1.29
Lithuania	4.50	3.26
Luxembourg	2.09	1.28
Macao	4.31	3.43
Macedonia	2.98	2.39
Madagascar	7.39	5.63
Malawi	3.11	2.51
Malaysia	3.50	2.11
Maldives	5.13	4.64
Mali Republic	5.09	4.46
Malta	3.82	2.65
Marisat-Atlantic	N/A	N/A
Marisat-Indian	N/A	N/A
Marisat-Pacific	N/A	N/A
Marisat-W.Atlantic	N/A	N/A
Marshall Islands	3.82	3.03
Mauritania	5.34	4.21
Mauritius	5.30	4.55
Mayotte Island	6.05	5.50
Micronesia	3.76	3.14
Moldova	4.85	3.83
Monaco	2.29	1.46
Mongolia	8.02	5.97
Montserrat	2.71	2.18

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.2. Rate Schedules (Cont'd)(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
Morocco	\$4.26	\$3.51
Mozambique	5.61	5.07
Myanmar (Burma)	9.30	7.34
Namibia	2.87	2.39
Nauru	5.85	5.18
Nepal	5.00	4.11
Netherlands	2.26	1.46
Netherlands Antilles	2.52	1.96
New Caledonia	3.65	2.98
New Zealand	3.32	2.26
Nicaragua	3.14	2.53
Niger	4.55	3.70
Nigeria	3.33	2.65
Niue Island	7.53	6.16
Norfolk Island	7.42	6.50
North Korea	7.97	7.24
Norway	2.30	1.52
Oman	3.45	2.79
Pakistan	6.41	4.64
Palau	5.61	5.17
Panama	3.00	2.30
Papua New Guinea	3.22	2.41
Paraguay	3.72	2.94
Peru	3.41	2.39
Philippines	3.72	2.50
Poland	2.70	2.17
Portugal	2.83	1.82
Qatar	3.48	2.67
Reunion Island	5.23	4.54
Romania	3.83	3.07
Russia	4.19	3.51
Rwanda	5.53	4.92

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.2. Rate Schedules (Cont'd)(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
San Marino	\$2.38	\$1.72
Sao Tome	7.31	5.93
Saudi Arabia	3.59	2.83
Senegal Republic	4.81	3.85
Seychelles	5.53	4.86
Sierra Leone	5.03	4.04
Singapore	2.83	1.86
Slovakia	3.05	2.57
Rep. Slovenia	3.14	2.51
Solomon Islands	5.70	4.99
Somali	4.68	3.94
South Africa	3.00	2.26
South Korea	3.10	2.18
Spain	2.77	1.88
Sri Lanka	5.22	4.29
St. Helena	4.76	3.96
St. Kitts	2.70	2.12
St. Lucia	2.70	2.17
St. Pierre	2.20	1.72
St. Vincent	2.77	2.29
Sudan	5.96	5.69
Suriname	4.77	3.69
Swaziland	3.30	2.67
Sweden	2.26	1.46
Switzerland	2.40	1.50
Syria	5.14	5.00
Taiwan	3.41	2.07
Tajikistan	4.21	3.51
Tanzania	3.72	3.03
Thailand	3.45	2.17
Togo	3.85	3.03
Tonga Islands	5.09	4.40
Trinidad	2.77	2.18
Tunisia	3.43	2.77

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.2. Rate Schedules (Cont'd)(c) Standard International Service (Cont'd)

COUNTRY	Per Minute Rate Standard*	Per Minute Rate Economy**
Turkey	\$3.14	\$2.26
Turkmenistan	3.62	3.03
Turk & Caicos	2.57	2.13
Tuvalu	8.95	6.64
Uganda	3.70	3.00
Ukraine	4.19	3.51
United Arab Emirates	2.87	2.38
United Kingdom	1.86	1.35
Uruguay	3.26	2.40
Uzbekistan	4.19	3.51
Vanuatu	2.99	2.59
Vatican City	2.57	1.82
Venezuela	2.31	1.73
Vietnam	4.88	4.10
Wallis/Futuna	7.00	5.49
Western Samoa	5.14	4.55
Yemen Republic	3.39	2.70
Yugoslavia	3.23	2.60
Zambia	2.83	2.33
Zimbabwe	3.21	2.51

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service (Cont'd)5.3 Calling Card Service(a) Calling Card Rates and Surcharges for calls made to Canada

Residential and Business Calling Card Rates per minute will be the same as the Direct Dialed International Long Distance Service listed at Section 5.2(a).

Surcharge Per Call \$0.60

(b) Calling Card Rates and Surcharges for calls made to Mexico

Residential and Business Calling Card Rates per minute will be the same as the Direct Dialed International Long Distance Service listed at Section 5.2(b).

Surcharge Per Call \$0.60

(c) Calling Card Rates for calls made to international countries from U.S.

Residential and Business Calling Card Rates per minute will be the same as the Direct Dialed International Long Distance Service listed at Section 5.2(c).

Surcharge Per Call \$0.60

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service

5.4 International Operator Services

(a) Rate Schedule

The following rates apply to Collect, Third-party, Operator Station, Person-to-Person and Customer Dialed Calling Card classes of service calls. The rates apply all days of the week as specified in the Rate Period Chart following. Services Charges apply, as indicated. In addition, per minute Direct Dialed Long Distance Service rates in Section 5.2 will also apply.

MILEAGE	DAY		EVENING/HOLIDAY		NIGHT/WEEKEND	
	FIRST MINUTE	ADD'L MINUTE	FIRST MINUTE	ADD'L MINUTE	FIRST MINUTE	ADD'L MINUTE
1-10	\$0.1649	\$0.1649	\$0.1164	\$0.1164	\$0.1067	\$0.1067
11-22	\$0.1843	\$0.1843	\$0.1261	\$0.1261	\$0.1067	\$0.1067
23-55	\$0.1940	\$0.1940	\$0.1455	\$0.1455	\$0.1164	\$0.1164
56-124	\$0.2134	\$0.2134	\$0.1455	\$0.1455	\$0.1261	\$0.1261
125-292	\$0.2134	\$0.2134	\$0.1552	\$0.1552	\$0.1261	\$0.1261
293-430	\$0.2231	\$0.2231	\$0.1552	\$0.1552	\$0.1358	\$0.1358
431-925	\$0.2328	\$0.2328	\$0.1552	\$0.1552	\$0.1358	\$0.1358
926-1910	\$0.2522	\$0.2522	\$0.1552	\$0.1552	\$0.1358	\$0.1358
1911-3000	\$0.2522	\$0.2522	\$0.1649	\$0.1649	\$0.1455	\$0.1455
3001-4250	\$0.2910	\$0.2910	\$0.1940	\$0.1940	\$0.1552	\$0.1552
4251-9999	\$0.3201	\$0.3201	\$0.2134	\$0.2134	\$0.1649	\$0.1649

(b) Rate Period Chart

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 A.M.							
to							
*5:00 P.M.							
5:00 P.M.							
to							
*11:00 P.M.							
11:00 P.M.							
to							
*8:00 A.M.							

*To but not including the stated hour. Calls originating in one time period and terminating in another will be billed for the entire call according to the highest rate applicable to any portion of the call.

LONG DISTANCE SERVICES

5. Rates for International Long Distance Service5.4 International Operator Services(c) Service Charges and Surcharges

The following charges are in addition to the usage charges found in the basic Rates at Section 5.3(a) preceding as indicated:

Type	Credit Card
Customer Dialed Calling Card Station	
Customer Dialed Collect/Automated	\$0.80
Customer Dialed and Operator Assisted	\$0.80
Customer Dialed-Operator Must Assist	\$0.80
Station	
Customer Dialed Collect, Billed to Third Party,	\$1.94
Operator Dialed Collect, Billed to Third Party, Sent Paid	\$1.94
Operator Dialed, Billed to a Calling Card	\$1.94
Person-to-Person	
Customer Dialed Collect, Billed to Third Party, Calling Card, Sent Paid	\$3.00
Operator Dialed Collect, Billed to Third Party, Sent Paid	\$3.00
Operator Dialed, Billed to a Calling Card	\$3.00
Operator Dialed Surcharge	\$1.00