

Consumer Telcom, Inc.

**170 South Green Valley Parkway Suite 300
Henderson, Nevada 89012**

Telecommunications Service Guide

For Intrastate Telecommunications Services

May 2016

This Service Guide contains the descriptions, regulations, and rates applicable to your Presubscribed or Subscribed Consumer Telcom, Inc. (“Consumer Telcom” or “Company”) intrastate telecommunications service in lieu of a tariff in those states where tariffs are not required. Additional information is available by contacting Consumer Telcom, Inc.’s Customer Service Department toll free at 800.872.3811, or in writing directed to Customer Service, 170 South Green Valley Parkway Suite 300 Henderson, Nevada 89012

INTRODUCTION

This Service Guide contains the rates, terms, and conditions applicable to the provision of intrastate Long Distance Services. This Service Guide applies in lieu of a tariff in those states where tariffs are not required. Rates, terms and conditions contained herein may be amended and/or discontinued by the Company upon notice to Customers.

The information which follows governs the relationship between Consumer Telcom, Inc. and its intrastate Telecommunications Service users and Subscribers, pursuant to applicable regulation, law, and any Customer-specific arrangements. In the event one or more of the provisions contained in this Service Guide shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Service Guide shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Should any provision contained in this Service Guide which also applies to the provision of Intrastate services, for any reason be held to be in conflict with a corresponding provision appearing in the Company's Intrastate Service Guide, the corresponding provision in the Company's Intrastate Service Guide shall be deemed prevailing, unless otherwise determined by the Commission or court of competent jurisdiction.

BY PRESUBSCRIBING, SUBSCRIBING, OTHERWISE UTILIZING, OR PAYING, DIRECTLY OR INDIRECTLY FOR CONSUMER TELCOM, INC.'S SERVICES, YOU HEREBY AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS WHICH FOLLOW. IF YOU BELIEVE THAT YOUR USE OF CONSUMER TELCOM, INC.'S SERVICES HAS BEEN MADE IN ERROR, PLEASE CONTACT CONSUMER TELCOM, INC.'S CUSTOMER SERVICE DEPARTMENT IMMEDIATELY AT 800.872.3811.

BY PRESUBSCRIBING, SUBSCRIBING, OTHERWISE UTILIZING, OR PAYING , DIRECTLY OR INDIRECTLY FOR CONSUMER TELCOM, INC. 'S INTRASTATE, INTERSTATE AND/OR INTERNATIONAL SERVICES, YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATING TO THE COMPANY'S SERVICES WILL BE RESOLVED THROUGH BINDING ARBITRATION AS SET FORTH IN PROVISIONS ELSEWHERE IN THIS SERVICE GUIDE. YOU AGREE THAT SUCH DISPUTES WILL NOT BE RESOLVED BY A JUDGE OR JURY IN COURT (EXCEPT FOR SMALL CLAIMS COURT, IF APPLICABLE). YOU FURTHER AGREE THAT ANY DISPUTE YOU MAY HAVE AGAINST COMPANY CANNOT BE JOINED WITH THE DISPUTE OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR ANY OTHER PROCEEDING, OR RESOLVED ON A CLASS-WIDE BASIS. PROVIDED THAT NOTHING IN THIS SERVICE GUIDE SHALL BE CONSTRUED TO LIMIT OR FORECLOSE A CUSTOMER'S RIGHT TO FILE A COMPLAINT WITH ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE COMPANY OR ITS SERVICES.

Consumer Telcom, Inc.'s intrastate Telecommunications Service rates, charges, terms, and conditions are subject to change, unless otherwise established under separate agreement. Customers will be notified of changes through bill inserts in the billing cycle or direct notice prior to the date on which changes become effective. Changes in rates will also be posted to Consumer Telcom, Inc.'s web site, www.consumertelcom.com, and may also be obtained by calling Customer Service at 800.872.3811.

TECHNICAL TERMS AND ABBREVIATIONS

Access Charge:

A per call charge associated with accessing calling card services.

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Affirmation

A solemn statement of truth, made under penalty of perjury before a notary public.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

State regulatory utility commission having jurisdiction.

Company:

Consumer Telcom, Inc.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses the Company's services offered in this Service Guide and which is responsible for payment of charges in compliance with the regulations in this Service Guide, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Service Guide or who does not affirmatively consent to the use of the Company's services offered in this Service Guide.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

Message Telecommunications Service:

Presubscribed and Subscribed switched, long-distance Service offered by Company on a flat-rated or usage-sensitive basis.

Monthly Bill Statement Fee:

A monthly fee applied to Customers when they receive their long distance charges as part of their local telephone company bills.

Monthly Service Fee:

The monthly fee applied to Customers for account maintenance.

TECHNICAL TERMS AND ABBREVIATIONS, Continued

Minimum Service Period:

The minimum period of time, as set forth in this Service Guide, for which Customers can Subscribe or Presubscribe to the Company's Services and for which the Customer is obligated to pay the monthly service charge applicable to that service.

Presubscribe or Presubscription

The Customer's order for Company's calling services through the Company, which involves the Local Exchange Carrier PIC change process.

Remote Toll Fraud:

Unauthorized outbound calls to locations (including all locations that utilize the North American Dialing Plan) placed via remote accessing of the Customer's PBX or single electronic key system where such equipment ("Customer Premises Equipment" or "CPE") is located on the Customer's premises within the U.S. mainland, Hawaii, Puerto Rico, and the U.S. Virgin Islands. CPE does not include PBX or single electronic key systems not owned or leased or under the direct control of the Customer.

Remote Toll Fraud does not include any calls placed by means of wireless access or PCS or cellular calls, 1010XXX calls, calls placed by means of operator service, calls accessing the network by dialing 0- or 0+ for network access, 800/900 pay-per-call traffic, or unauthorized usage as defined in this paragraph that is placed via any non-Company conference service or Centrex systems.

Service/Long Distance Service

Interexchange Long Distance Services provided by Company to commercial and residential Customers. Service under this Service Guide includes Automatically Bundled Presubscribed Long Distance interexchange, Subscribed Dial Around Long Distance interexchange, Calling Card Service plans, and Directory Assistance .

Service Plan/Long Distance Service Plan

Service consisting of corresponding Automatically Bundled Presubscribed Long Distance interexchange, Subscribed Long Distance Dial Around, Calling Card Service and Directory Assistance rates, terms and conditions.

Subscribe or Subscription:

The Customer's order for Company's calling services directly through the Company and not involving the Local Exchange Carrier PIC change process.

Subscriber:

See "Customer" definition.

GENERAL INFORMATION REGARDING ORDERING, CHANGING AND TERMINATING SERVICE

General Ordering Information

Consumer Telcom, Inc. offers resold interexchange telecommunications Services to commercial and residential customers utilizing the network of one or more underlying carriers. The Company's services consist of Presubscribed intrastate, interstate and international a long distance Services bundled with casual calling, travel card and other Subscribed services as set forth in this Service Guide. Customers who Subscribe to the Company's interstate long distance services may Presubscribe or Subscribe to the Company's intrastate long distance services as well. **Company's intrastate plans are available only to Customers who qualify for the Company's corresponding interstate Service Plans.** All Customers should contact the Company's Customer Service Department at 800.872.3811 to Subscribe or Presubscribe to service and to obtain product, service and rate information. All services bear a monthly recurring charge. A Monthly Service Fee is applied to the Customer's bill for all products and services Subscribed to by the Customer, unless otherwise stated.

Minimum Service Period

The Minimum Service Period for all services is one month, thirty (30) days. Customers who cancel service prior to the completion of the Minimum Service Period will be billed all applicable monthly recurring charges for the full thirty (30) day period. Monthly recurring charges are not prorated and are billed in arrears.

Canceling Service

The Customer may only cancel service, whether the Customer is Presubscribed or has Subscribed, to a Company switched access long distance plan, a casual calling plan, or a calling card, by the following means: (1) the Customer must call the Company's Customer Service Department at 800.872.3811 or (2) write the Company's Customer Service Department at 170 South Green Valley Parkway Suite 300, Henderson, Nevada 89012. The Company cannot accept a request for cancellation of service from an agent or representative of a Customer. Cancellation by the Customer of Presubscribed intrastate and interstate long distance services will not automatically result in the cancellation of casual calling, travel card and other Subscribed services. The Customer must notify the Company of the cancellation of Presubscribed and Subscribed services.

Rates, Taxes and Surcharges

In addition to the Company's service rates, Customers are responsible for payment of all taxes and surcharges applicable to intrastate, interstate, and international Service provision.

GENERAL INFORMATION REGARDING ORDERING, CHANGING AND TERMINATING SERVICE, Continued

Assignment or Transfer of Service

The Customer may not assign or transfer its rights or duties in connection with the Services and equipment or facilities provided by the Company without the *written* consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

Consumer Telecom Long Distance, Inc.'s Intrastate Long Distance Service rates, charges, terms, and conditions are subject to change, unless otherwise established under separate agreement. In-state rates vary and may be higher. Additional information is available for those states where Company provides in-state long distance services under in-state service guide. If you reside in a state where Company files a Tariff with the state regulatory utility commission, please refer to the Company's state Tariff.

Consumer Telecom Long Distance, Inc. reserves the right to, from time-to-time, withdraw Long Distance Services provided under this Service upon Notice to Customer. Consumer Telecom Long Distance, Inc. also reserves the right to, from time-to-time, add Services available under this Service Guide or to otherwise modify the Service Guide(s) and change rates. Notice of such an additions or modifications will be made via posting to the Company's web site <http://Consumertelecomlongdistance.com> or may also be obtained by contacting Customer Service at 888.988.9818.

Account Verification

Prior to initiation of Long Distance Service, Company shall verify that the Prospective Customer has affirmatively selected Company as its Long Distance Service provider through an independent third party verification of the Prospective Customer's request for service pursuant to Section 64.1120, 47 C.F.R. §64. 64.1120.

**GENERAL INFORMATION REGARDING ORDERING, CHANGING
AND TERMINATING SERVICE, Continued**

Terminating Service

To terminate Company's Long Distance Services, Customers must directly contact the Company and request that all Subscribed and/or Presubscribed Long Distance Services be cancelled, in accordance with the Customer's intent. The minimum service period for all services is one month, thirty (30) days. Customers who cancel service prior to the completion of the minimum service period will be billed all monthly recurring charges. Terms and conditions of Service are described beginning on Sheet No. 8. Specific Long Distance Service descriptions begin on page 35; Rates and Charges begin on page 37. In addition to the Company's Service Guideed Long Distance Service rates, Customers are responsible for payment of all taxes and surcharges applicable to service provision. The Customer may only cancel service, whether the Customer is presubscribed or has subscribed, to a Company switched access long distance plan, a casual calling plan, or a calling card, by the following means: (1) the Customer must call the Company's Customer Service Department at 888.988.9818 (2) write the Company's Customer Service Department at 170 South Green Valley Parkway Suite 300, Henderson, Nevada 89012. **The Company cannot accept a request for cancellation of service from an agent or representative of a Customer.** The Company cannot accept a request for cancellation of Company's Long Distance Services from an agent or representative of a Customer. Cancellation by the Customer of Presubscribed intrastate and interstate long distance services will not automatically result in the cancellation of casual calling, travel card and other Subscribed services. The Customer must notify the Company of the cancellation of Presubscribed and Subscribed services.

UNDERTAKING OF THE COMPANY

Company's Services are furnished for intrastate telecommunications, originating and/or terminating in any area between points within the State

All services provided pursuant to this Service guide are subject to the conditions contained in this section. The Company may, at its discretion, waive, modify or amend these conditions upon written notice to Customer.

Company provides resold I Telecommunications Service to Customers for their direct transmission and reception of voice, data and other types of communications.

Company resells access, switching, transport, and termination services provided by interexchange carriers.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

Request for service under this Service Guide will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

Customers whose Service charges appear on incumbent local exchange carrier invoices are separately subject to the billing practices and policies of the billing entity. Questions regarding such billing practices and policies should be directed to the billing entity.

LIMITATIONS OF SERVICE

Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Service Guide. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the company's control or when the customer is using the service in violation of the provisions of this Service Guide, the laws, rules, regulations, or policies, of the jurisdiction of the originating station or the terminating station, or the laws of the United States including rules, regulations, and policies of the Federal Communications Commission.

The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

Customers may not modify or assign any agreement for service with the Company. In its sole discretion, the Company may assign agreements for service.

The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Service Guide until the indebtedness is satisfied.

Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Service Guide.

Service may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company reserves the right to classify service as business or residential. The Company may, at its discretion, levy charges for services which have been misclassified.

LIMITATIONS OF SERVICE, Continued

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Service Guide are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available price sheets.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

USE

Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

Service may not be used for any unlawful purpose. Service may not be used for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Calls may not be placed or received using any dial-around code belonging to the Company, Collect, Sent Paid, or 3rd Party calling whenever (1) there is no obligation on the part of the serving local telephone company to perform billing and collection on behalf of the Company; or (2) where an obligation exists on the part of the serving local telephone company to perform billing and collection on behalf of the Company, but the local telephone company fails to discharge the obligation properly; or (3) the serving local telephone company fails to furnish, or provides untimely or inadequate, billing name and address ("BNA") to the Company; or (4) the serving local telephone company fails to furnish timely or adequate telephone number installation and disconnect information to the Company. For the purposes of this Section, call blocking will occur whenever the Company is unable to recover at least 60% of its billable revenues from the customers within a local telephone company service area during any monthly billing period as the result of unavailable, untimely, or inadequate billing and collection or as the result of unavailable untimely, or inadequate BNA or telephone number installation and disconnect information.

APPLICATION FOR SERVICE

Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

Company complies with Commission regulations governing Changes in Subscriber Carrier Selections, and associated service confirmation obligations pursuant to 47 C.F.R. §64.1100 *et seq.*

Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. Where the Company incurs any expense in connection with special arrangement, or where special arrangements of facilities or equipment have begun, before the company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

Any special charges associated with cancellation before service is provided will be calculated and applied on a case-by- case basis.

LIABILITIES OF THE COMPANY

Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

Company shall be indemnified and held harmless by the customer against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
2. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
3. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

The Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Service Guide to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

LIABILITIES OF THE COMPANY, Continued

The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, within (30) thirty calendar days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim, unless ordered by a court of competent jurisdiction or state or federal regulatory body. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

The Company shall not be liable for any damages, including usage charges that, the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages.

The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Service Guide. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON THE COMPANY'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY THE COMPANY. THIS SECTION SURVIVES TERMINATION OF SERVICES.

OBLIGATIONS OF CUSTOMER

The Customer is responsible for the payment of all charges for service(s) provided under this Service Guide and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. Service is provided for a minimum period of thirty (30) days ("Minimum Service Period"). Customers are responsible for payment of monthly service charges for the entire Minimum Service Period, even if service is cancelled before the end of the Minimum Service Period.

Rates, fees and charges the Customer is obligated to pay include, but are not limited to, amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities.

The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges will be passed through to the Customer. The Customer is responsible for the payment of all such charges.

Customer shall notify the Company of any interruption in service. Before giving notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the subscriber, not within his control or is not in wiring or equipment annexed to the Company's terminal.

Customer is responsible for fault trouble-shooting and isolation of premise equipment and transmission signals and quality. Customer shall be liable to Company for the payment of a service charge for trouble-shooting and fault isolation for costs resulting from Company identification of a customer equipment malfunction that was reported by Customer as a service error, or fault, or where the Customer's equipment malfunction created a degradation of network facilities or service regardless of who identifies the trouble.

Customer shall comply with minimum protective criteria, as may be prescribed by the Company to protect equipment and facilities.

Customer shall be responsible for ensuring the Customer-provided signals will not result in interference with any of the services provided by Company. All signals must be of the proper type, bandwidth and other technical parameters, so as not to damage the Company's equipment or degrade service to other subscribers. It shall be the subscriber's responsibility to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of the Company's equipment on their premise.

OBLIGATIONS OF CUSTOMER, Continued

A Customer of toll-free services is responsible for payment for all calls placed to or via the Customer's service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or interconnected Customer-provided system facilities or service, which 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 toll-free service number(s) either by mistake or with the intent to abuse service.

Upon notice from the Company that the equipment or facilities of the Customer, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the Customer, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.

Customer shall be responsible for obtaining all necessary permits, licenses, variances and other authorizations required by the state and local authorities for installation and operation of Customer-provided equipment or facilities for connection with Company's equipment or facilities on the Customer's property.

Customer shall make available entry to its premises for Company's employees, agents or contractors at any reasonable hour for the purpose of installing, inspecting, or repairing equipment or service, or, upon termination of service, removing the Company's equipment.

No Customer or authorized user may assign or delegate its responsibilities, duties, rights or obligations under this Service Guide to any person, corporation, or other entity without the express, written approval of Company; provided, however, that Customer may, without Company's approval, assign or delegate such responsibilities, duties, rights, or obligations to any subsidiary or affiliated organization or to any successor organization.

Customer is responsible for notifying the Company to cancel products and services and for ensuring that all products and services Presubscribed or Subscribed to by the Customer have been cancelled.

EQUIPMENT AND FACILITIES

The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Service Guide, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Service Guide. Beyond this responsibility, the Company will not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment; or
3. Network control signaling when performed by Customer-provided network control signaling equipment.

The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities.

Company's service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price sheets of the other communications carrier(s) which are applicable to such connections.

SHORTAGE OF EQUIPMENT OR FACILITIES

The furnishing of service under this Service Guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the company's facilities as well as facilities the company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

INTERRUPTION OF SERVICE

Allowances for interruptions of the Company's services will be made:

For all of the Company's domestic services for which charges are specified on the basis of per minute of use or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in the Company's shared inter-exchange facilities or in shared access or termination facilities provided by other carriers, which interruption can be remedied by redialing the call:

1. A credit allowance will be made for that portion of a call that is interrupted due to poor transmission (for example, noisy circuit), one way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in the Company's service. The Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Company Customer Service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.
2. Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. If the Customer reaches a wrong number, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Customer Service Representative. This credit allowance for reaching wrong numbers is limited to an aggregate total of \$100 over a 12-month period.

No credit allowances will be made for:

1. Interruptions caused by the Customer's negligence or the negligence of others authorized by the Customer to use the Customer's Company-provided service.
2. Interruptions due to the failure of power, equipment, systems, or services not provided by the Company.
3. Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the Customer's services are terminated.
4. Interruptions during any period when the Customer has released the service to the Company for maintenance or rearrangement purposes, or for the implementation of the Customer's order.
5. Interruptions during the periods when the Customer elects not to release the service for testing or repair and continues to use it on impaired basis.
6. Non-completion of calls due to network busy conditions.
7. Interruptions not reported to the Company.
8. Interruptions in service due to the performance of the telecommunications network furnishing the Company service.

An interruption period begins when the Customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted. If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

MINIMUM SERVICE PERIOD

The Minimum Service Period for all services, unless otherwise stated is one month, thirty (30) days. Service retained for less than the Minimum Service Period will be billed for a full month of service, including all charges. Charges are billed in arrears.

DEPOSITS AND ADVANCE PAYMENTS

The Company reserves the right to collect deposits and advance payments, as necessary. Initial deposits or advanced payments shall not exceed two (2) months of Customer's anticipated monthly billing.

CREDIT LIMITS

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

PAYMENT AND BILLING

The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed on a monthly (30 day) basis in arrears. Charges for service are applied on a recurring and nonrecurring basis. Service continues to be provided until canceled by the Customer with no less than thirty (30) days' notice.

Initial billing for set-up and installation charge or monthly service fees will not commence for any new Customer until the Customer has actually been placed in service.

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) calendar days of the date of the mailing of the bill, unless otherwise required under Commission rules. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

Billing will be payable upon receipt and deemed past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance, or the maximum allowable under applicable law. If the Company becomes concerned at any time about the Customer's ability to pay for services, the Company may require that the Customer pay their charges within a specified number of days and/or that the Customer make such payments in cash or the equivalent of cash.

Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Company may discontinue furnishing said service in accordance with the provisions of these Regulations.

Customer shall be responsible for the payment of all charges for service provided under this Service Guide, including unauthorized charges placed from its equipment and which are determined by Company to be within Customer's control to prevent. Customer shall be responsible for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Service Guide.

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

PAYMENT AND BILLING, Continued

If the Customer's telecommunications payment history is not acceptable to the Company or if the Customer's telecommunications payment history is unknown or indeterminable, the Customer may be required, at any time, to provide:

- (i) pre-invoice payment based on usage incurred;
- (ii) a valid major credit card account number from an issuer acceptable to the Company and authorization for the Company to charge usage to the Customer's credit card account; or
- (iii) agreement that the Customer's usage of the Company network and services will be subject to toll usage limits to be determined by the Company.

Prior to the Customer's compliance with this request, the Company reserves the right to cease accepting and processing service orders. The Company may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate. The Company may refuse to furnish services if any charges owed by the Customer to the Company or any Company affiliate are past due for service(s) provided to the Customer.

The Customer must promptly notify the Company of any change in the Customer's invoicing address or, if applicable, in the credit card or bank account used for payment. The Customer should notify the Company via Customer Service or U.S. mail.

When billing and collection for the Company service is performed on the Company's behalf by a local telephone company, the security deposit requirements, and late payment provisions set forth in the Customer's service agreement with its local telephone company and/or in the local Service Guide of the local telephone company will apply to the Customer's Company-provided service. In addition, where a local telephone company purchases the Company's customer receivables, late payment provisions imposed by the local telephone company will apply to the Customer's Company-provided service.

If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company, the Customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

In the event that Customer charges to be billed by a local telephone company to the Customer are for any reason rejected and returned to Company by the local telephone company, and subsequently require direct billing by the Company, the Company will assess a Non-Incumbent LEC Billed Customer Billing Surcharge when billing the Customer.

REMOTE TOLL FRAUD

Certain Customers may be eligible to limit their liability for Remote Toll Fraud usage charges by complying with the Company's Remote Toll Fraud Detect Program rules and regulations. For specific information on the Company's Remote Toll Fraud Detect Program, contact the Company's Customer Service department at 800.872.3811.

DISPUTE RESOLUTION

The Customer may dispute a bill only by written notice to the carrier delivered within 180 days after the statement date, subject to applicable law. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may request the Company perform a in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection). If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the Federal Communications Commission.

Any unresolved dispute between the Customer and the Company arising out of or relating to Company's Services, charges for Services, advertising, change of long distance service to Company, or any other dispute that either the Customer or Company has that is related to the Service, even if the dispute arises after Service has been terminated, must be resolved through binding arbitration as described below.

THE CUSTOMER AGREES THAT ANY DISPUTE WILL NOT BE RESOLVED BY A JUDGE OR JURY IN COURT (EXCEPT FOR SMALL CLAIMS COURT, IF APPLICABLE). THE CUSTOMER FURTHER AGREES THAT ANY DISPUTE THE CUSTOMER MAY HAVE AGAINST COMPANY CANNOT BE JOINED WITH THE DISPUTE OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR ANY OTHER PROCEEDING, OR RESOLVED ON A CLASS-WIDE BASIS.

If the Customer has a dispute regarding the Customer's service or bill, the Customer must first contact Company Customer Service in writing or via Company's toll free Customer service number to attempt to resolve the dispute.

**Consumer Telcom, Inc.
170 South Green Valley Parkway Suite 300
Henderson, Nevada 89012
Telephone: 800.872.3811**

Customer service representatives are available Monday through Friday, 7 a.m. to 5 p.m. Pacific Standard Time.

Company shall promptly investigate all disputed charges and shall report its findings and disposition to Customer. Nothing in this Section limits Customer's rights as provided by applicable regulation or statute to contest charges.

DISPUTE RESOLUTION, Continued

The Customer is responsible for notifying Company within ninety (90) days of the date of mailing of each bill, of any charges in dispute and the specific basis of such dispute. Any such dispute must be initiated by the Customer either in writing directly to the Company or by way of a call into the Company's toll free customer service number. The failure of Customer to dispute a charge within the dispute period shall be deemed a waiver of any and all rights to dispute the charges of the Company and all such charges shall be deemed valid and binding on the Customer.

If the Customer or the Company unable to resolve its dispute within 60 days of notifying the other party of its dispute, either party has the right to take the dispute to small claims court if qualifies under the rules of that court. Alternatively, either party may request arbitration of the dispute through the American Arbitration Association ("AAA"). Any dispute arising out of or related to this Service Guide or the Company's products or services that is not resolved informally or through small claims court, regardless as to whether the dispute is based in contract, tort, statute, fraud misrepresentation, or any other legal or equitable theory, must be resolved through final and binding arbitration submitted to the American Arbitration Association ("AAA"). The arbitration will be conducted pursuant to the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes ("AAA Rules") as such rules are in effect on the date of commencement of the arbitration, and as such rules are modified by this Service Guide. Either party may contact AAA in writing at: AAA Central Case Management Center, 13455 Noel Road, Suite 1750, Dallas, TX 75240-6636. For more information regarding AAA, the Customer may visit the organization's website at <http://www.adr.org>.

In addition to the procedures described herein for resolving a dispute, the Customer may also have the right to file a complaint with an appropriate federal or state regulatory agency. The arbitration will be based only on the written submissions of the parties and Service Guides submitted to the arbitrator unless, the parties agree or the arbitrator orders otherwise. Additional charges may apply for such procedures.

The arbitration procedures set forth in this Dispute Resolution section are governed by the United States Arbitration Act, 9 U.S.C. § §1-16 *et seq.* ("USAA"). The arbitrator shall have no authority to award punitive, exemplary, or similar damages, or attorney fees. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. All post-award proceedings will be governed by the USAA.

Each party must pay its own expenses associated with any arbitration, including attorney fees. Customers who file a request for arbitration will have to pay a filing fee in accordance with the AAA fee schedule. Unless otherwise provided for in the AAA Rules, all administrative fees and expenses of an arbitration, including the fees and expenses of the arbitrator, will be divided equally between the Customer and the Company. Each party will bear the cost of preparing and presenting its own case.

Any in-person arbitration proceedings will be held at the location that AAA selects in the state where the Customer is located, unless otherwise mutually agreed upon by the parties.

DISPUTE RESOLUTION, Continued

Each dispute will be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. The Customer agrees that the Customer may not bring any dispute or claim as a class action or as a private attorney general, and the Customer agrees not to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim relating to this Agreement or the services provided by the Company.

Unless otherwise provided by applicable law, any dispute or claim arising out of or relating to the services provided by the Company must be brought within two (2) years after the date on which the basis for the dispute or claim first arises.

If any portion of this Disputed Bills section is determined by a court to be inapplicable or invalid, then the remainder will still be fully effective and enforceable.

CANCELLATION OF SERVICE BY CUSTOMER

The Company's services consist of Presubscribed interstate and intrastate Long Distance Services bundled with casual calling, travel card and other Subscribed services as set forth in this Service Guide.

The Customer may only cancel service, whether the Customer is presubscribed or has subscribed, to a Company switched access long distance plan, a casual calling plan, or a calling card, by the following means: (1) the Customer must call the Company's Customer Service Department at 800.872.3811 or (2) write the Company's Customer Service Department at 7170 South Green Valley Parkway Suite 300, Henderson, Nevada 89012. The Company cannot accept a request for cancellation of service from an agent or representative of a Customer. Cancellation by the Customer of Presubscribed intrastate and interstate Long Distance Services will not automatically result in the cancellation of casual calling, travel card and other Subscribed Services. The Customer must notify the Company of the cancellation of Presubscribed and Subscribed Services.

The Customer will remain responsible to pay for all monthly fees and charges incurred through the date that the Customer first directly notifies the Company of his or her desire to cancel Presubscribed and Subscribed service(s). Failure to cancel all services will result in the imposition of monthly fees and charges for the services not cancelled.

If a Customer either voluntarily cancels their services with the Company or if the Company cancels the Customer's Presubscribed long distance services for any reason set forth in this Service Guide, the Company will have no obligation whatsoever to assist the Customer in any respect in switching from the Company to another carrier.

Any non-recoverable cost of Company expenditures shall be borne by the customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

CANCELLATION OF SERVICE BY COMPANY

Cancellation of Service without Notice

Company reserves the right to immediately discontinue furnishing the service to Customers, cancel the Customer's account, and/or block the Customer's access to the Company network, block traffic to or from specific countries country codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, or calls using certain customer authorization codes without incurring any liability, immediately and without notice unless otherwise prohibited under state regulation:

1. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility;
2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service;
3. In the event that the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or device;
4. For unlawful use of the service or use of the service for unlawful purposes;
5. In the event that the customer refuses to furnish information or furnishes false information that (i) is essential for billing; or (ii) pertains to the Customer's credit-worthiness, its status under federal and/or state low income programs, its past or current use of common carrier communications service, or its planned use of such service; or
6. In the event that the Company has received notice from the Customer's local telephone company that the local telephone company has cancelled the Customer's local exchange service or switched off the Company's network;
7. In the event that the Customer's service usage charges exceed established parameters based on the Customer's history of usage, which may indicate an unlikelihood of payment or possible fraud;
8. In the event that the Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
9. In the event that the Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate the Customer's legal obligations;
10. In the event that the Customer's telephone equipment fails to pass back to the Company the appropriate signal to start and stop billing for a call;
11. In the event that the Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity;

CANCELLATION OF SERVICE BY COMPANY

Cancellation of Service without Notice, Continued

12. In the event that the Customer subscribes to a Company-issued calling card service and has not used the service (with the exception of calls to Directory Assistance) for 12 months. In such case, the Company may deactivate calling card to reduce the risk of fraud or abuse. If the Customer wishes to renew service, the Company will promptly provide a new card;
13. In the event that the Company has made available service to the Customer and the Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following the availability, or, if during any service term, the Customer has not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, "actual and substantial use" will mean a pattern of use that discloses an intent on the Customer's part to employ the service to transmit information of the Customer's choosing;
14. In the event that the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's or an affiliated carrier's service to which the Customer either subscribes or had subscribed or used; or
15. In the event that the Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that the Customer does not intend to pay for service used by the Customer.
16. In the event that the Customer has been required to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to the Company and authorization for the Company to charge usage to the Customer's credit card account; or (iii) agreement that the Customer's usage of the Company network and services will be subject to toll usage limits to be determined by the Company, and has failed to or indicates a refusal to comply with these requirements.
17. In the event that the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

CANCELLATION OF SERVICE BY COMPANY

Cancellation of Service with Notice

Company may discontinue service according to the following conditions upon ten (10) days written notice, unless otherwise established under state Service Guides or service guides:

1. For violation of Company's filed rules and regulations as outlined in this Service Guide; or
2. For non-payment of any invoice charges that remain outstanding and owed by the Customer after the 21st day from the date of the invoice notifying the Customer of the charges; or
3. For Customer's breach of the contract for service between the Company and Customer, either under the terms of this Service Guide or the terms of any separate agreement entered into between the Customer and the Company; or
4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

CANCELLATION OF SERVICE BY COMPANY, Continued

Cancellation of Calling Card Service

Due to the portable nature of the Company's calling card codes that are issued to the Company's customers, the Company reserves the right to block, without notice, any calling card code that the Company deems to have been used, or that might be used, for fraudulent purposes. The Company may also intercept calling card calls for the dual purposes of verifying customer information and fraud avoidance. The Company will provide subsequent written notification by mail, and/or voice notification, of such blocking or termination. The Company will unblock as soon as it determines it can do so without undue risk, and it will, upon request by an affected customer, assign new card authorization codes to replace any that were deactivated.

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

CREDITS

If the Customer's account has been closed but has a credit balance remaining, the Company will transfer the credit to another account of the Customer, if there is one. If the Customer does not have another account and if the credit balance amount is \$15.00 or more, the Company will mail a check for the balance to the Customer. If the Customer does not have another account and if the credit balance amount is less than \$15.00, then the Company will mail a check for the balance to the Customer upon its request, provided the Customer makes its request within 12 months of the closing of the Customer's account.

INTERCONNECTION WITH OTHER CARRIERS

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Service Guides. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

TAXES AND ASSESSMENTS

Unless otherwise specified herein, all stated charges in this Service Guide are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated herein.

Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and Service Guides required by the Company. New Customers are required to provide the requested Documentation at the time service is ordered for new Customers. Failure to provide the required Documentation at the time service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities being levied by the Company on the Customer's service. The Customer will be responsible for the payment of all such charges.

At the Company's option, the Company may accord the Customer exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable assessments, duties, fees, surcharges, taxes, or similar liabilities as described in this Service Guide. The Customer is responsible for the payment of same until such time as the Company has ceased billing the applicable assessments, duties, fees, surcharges, taxes, or similar liabilities. Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of service.

PROMOTIONS/BONUS OFFERS

Promotions and/or bonus offers may be communicated to the Customer orally or in writing at the Company's discretion. For all promotions or bonus offers, a Customer's eligibility is limited as follows:

1. Only one bonus program or promotion at any one time will be associated with any account or customer;
2. Sign-up bonuses or promotions are available only to new Customers of the Company;
3. To receive on-going benefits of a bonus award or promotion, a Customer must be a customer of the Company and in good standing at the time such award or promotion is scheduled to be granted; and
4. The Company reserves the right to amend or terminate bonus programs and/or promotions upon appropriate notice to the Customer.
5. Promotional and other credits offered by the Company in the marketing of its services cannot be assigned, but must be used by the entity to which they were offered and that earned them in strict accordance with the terms of the offer.
6. In the event that the Customer has been awarded a promotional credit for subscribing to the Company service and does not use the service within 12 months following the date of the Customer's service order, the Company reserves the right to cancel the credit from the Customer's account and collect the sum involved from the Customer.

UNIVERSAL SERVICE FUND AND FEDERAL PROGRAMS

The Customer will be responsible for payment of applicable Universal Service Fund ("USF") surcharges, as set forth by the Commission, and to assessments for local number portability database administration, North American Numbering Plan Administration, and Telecommunications Relay Service Fund surcharges, where such surcharges may be applied to Customer bills.

GOVERNMENTAL AUTHORIZATIONS

The provision of Company's services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decision, or directives.

FULL FORCE AND EFFECT

Should any provision or portion of this Service Guide be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Service Guide will remain in full force and effect.

TELECOMMUNICATIONS SERVICES

Company provides switched access Interexchange and International Long Distance Services, which allow Customers to establish a communications path between two stations by using uniform dialing plans their direct transmission and reception of voice, data, and other types of communications. Services may be either Presubscribed or Subscribed. The minimum service period for all services is one (1) month (30 days). Quoted rates excludes calling cards, taxes, fees, surcharges, installation charges, universal service charges and other charges including a monthly Carrier Cost Recovery Fee.

Commercial Long Distance Service - is a switched access service, offering commercial users outbound interLATA "1 plus" interstate and international long distance telecommunications services from points originating and terminating within the U.S. or originating in the U.S. and terminating in points outside the U.S.

Residential Long Distance Service is provided to Customers who have elected the Company's interstate Message Telecommunications Services. Presubscribed Service is Automatically Bundled with the Company's corresponding Subscribed Services as set forth in this Service Guide. Plans are offered only in locations where billing and technical resources are available. Customers should contact Company's Customer Service Department at 800.872.3811 to determine eligibility. Customers who are 1) no longer, or have not been Presubscribed to a Residential Long Distance Service Calling Plan; or 2) no longer Presubscribed to a Residential Long Distance Service Calling Plan and/or cancelled their Travel Card Service, will continue to be Subscribed to the corresponding Residential Subscribed Services. Unless stated otherwise, calls are billed in sixty second increments and carry an initial sixty second duration. Calls are rounded to up to the next sixty second increment.

Company's **Unlimited Saver** plans are available exclusively to residential Customers for non-business use. Unlimited Saver plans cannot be used for long distance or local toll access to the Internet, or for business purposes including, but not limited to, telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX). If a plan is used for unauthorized purposes, or if qualifying Services are removed from the account, the Company may immediately suspend, restrict or cancel the Customer's Service as a violation of this Service Guide, as set forth in termination of service provisions.

Residential Casual Calling Service – is a switched service permitting Customers access to casual calling via the Company's Carrier Identification Codes (CIC), 1010-444 or 1010-432, assigned to Customer at the time of Subscription. Customers must register all applicable telephone numbers with the Company to Subscribe to this service. The minimum service period for all services is one (1) month (30 days). Residential Casual Calling Service is Automatically Bundled with each corresponding Residential Long Distance Service and Residential Calling Card Service.

TELECOMMUNICATIONS SERVICES, Continued

Residential Calling Card Service permits residential Customers to charge a principal location for interLATA and intraLATA long distance calls placed while the caller is away from the principal location. The Customer may place calls from any dual tone multi-frequency phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill. The minimum service period is one (1) month (30 days). Residential Calling Card Service is Automatically Bundled with the corresponding Residential Long Distance Service and Residential Casual Calling Service.

Directory Assistance enables Customers to obtain commercial and residential telephone numbers by name for any commercial enterprise or individual whose name appears in a directory assistance database and who has not otherwise requested that the assigned telephone number be unlisted. Directory Assistance may be accessed by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212, after dialing Company's Carrier Identification Code, 1010-444 or 1010-432, depending on the underlying carrier network designated at the time the Customer selects Company's Service as designated by the Company. Charges associated with connecting Subscribers to requested numbers are not waived.

RATES AND CHARGES

Commercial Long Distance Service

1. Commercial Rate Plan I

This plan is offered to Customers with call volumes of less than \$200.00 per month and provides for an eighteen (18) second minimum call duration and six (6) second additional billing increments.

	DAY		EVENING		NIGHT	
	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.
	Intrastate	\$0.121	\$0.040	\$0.108	\$0.036	\$0.108

Monthly Access Fee:	\$3.78
Cost Recovery Charge	\$1.44

2. Commercial Rate Plan II

This plan is offered to Customers with call volumes of more than \$200.00 per month and provides for an eighteen (18) second minimum call duration and six (6) second additional billing increments.

	DAY		EVENING		NIGHT	
	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.	Initial 18 Sec.	Add'l 6 Sec.
	Intrastate	\$0.100	\$0.033	\$0.090	\$0.030	\$0.090

Monthly Access Fee:	\$3.78
Cost Recovery Charge	\$1.44

SECTION 4 - RATES AND CHARGES, Continued

Commercial Long Distance Service – Switched, Continued

3. Commercial Rate Plan III

This plan is offered to Customers with call volumes of less than \$200.00 per month and provides for one (1) minute billing increments.

	DAY		EVENING		NIGHT	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Intrastate	\$0.404	\$0.404	\$0.363	\$0.363	\$0.363	\$0.363
Monthly Access Fee:						\$3.78
Cost Recovery Charge						\$1.44

4. Commercial Rate Plan IV

This plan is offered to Customers with call volumes of more than \$200.00 per month and provides for one (1) minute billing increments.

	DAY		EVENING		NIGHT	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Intrastate	\$0.333	\$0.333	\$0.299	\$0.299	\$0.299	\$0.299
Monthly Access Fee:						\$3.78
Cost Recovery Charge						\$1.44

RATES AND CHARGES, Continued

Commercial Long Distance Service – Switched, Continued

5. Commercial Rate Plan V

This plan is offered to Customers with call volumes of less than \$200.00 per month and provides for thirty (30) second billing increments.

	DAY		EVENING		NIGHT	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
	30 Sec.					
Intrastate	\$0.202	\$0.202	\$0.181	\$0.181	\$0.181	\$0.181
Monthly Access Fee:						\$3.78
Cost Recovery Charge						\$1.44

6. Commercial Rate Plan VI

This plan is offered to Customers with call volumes of more than \$200.00 per month and provides for thirty (30) second billing increments.

	DAY		EVENING		NIGHT	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
	30 Sec.					
Intrastate	\$0.167	\$0.167	\$0.150	\$0.150	\$0.150	\$0.150
Monthly Access Fee:						\$3.78
Cost Recovery Charge						\$1.44

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

1. 10 Minute Value Plan

10 Minute Value Plan Customers receive 10 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 11th minute of calling each month. Minutes are not carried forward. Company's 10 Minute Value Casual Calling Plan and 10VP Calling Card Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. Company's 10 Minute Value Plan is offered only to Customers who have previously Presubscribed or Subscribed to the Company's interstate long distance service and have cancelled that service.

Network Access Charge:

10 minutes of intrastate interLATA and interstate long distance calling, per month	\$1.65
Per minute rate after 10 minutes, per interstate minute	\$0.07
Cost Recovery Charge, per line, per month	\$1.44

2. 30 Minute Value Plan

30 Minute Value Plan Customers receive 30 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 31st minute of calling each month. Minutes are not carried forward. Company's 30 Minute Value Casual Calling Plan and 30VP Calling Card Plan are automatically included with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

30 minutes of intrastate interLATA and interstate long distance calling per month	\$2.95
Per minute rate after 30 minutes, per interstate minute	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$1.44

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

3. 10 Minute Value Plus Plan

10 Minute Value Plus Plan Customers receive 10 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 11th minute of calling each month. Minutes are not carried forward. Company's 10 Minute Value Plus Casual Calling Plan and 10VPP Calling Card Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. Company's 10 Minute Value Plus Plan is offered only to Customers who have previously Presubscribed or Subscribed to the Company's interstate long distance service and have cancelled that service.

Network Access Charge:

10 minutes of intrastate interLATA and interstate long distance calling, per month	\$1.95
Per minute rate after 10 minutes	\$0.07
Cost Recovery Charge, per line, per month	\$1.44

4. 10 Minute Total Value Plan

10 Minute Total Value Plan Customers receive 10 minutes of intrastate interLATA, intraLATA, and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 11th minute of calling each month. Minutes are not carried forward. Company's 10 Minute Total Value Casual Calling Plan and Calling Card 10TVP Plan are Automatically Bundled with this Plan. Customers who cancel service prior to the end of a month will be billed the full monthly recurring charge. Company's 10 Minute Total Value Plan is offered only to Customers who have previously Presubscribed or Subscribed to the Company's interstate long distance service and have cancelled that service.

Network Access Charge:

10 Minutes of intrastate interLATA, intraLATA and Interstate long distance calling, per month	\$3.65
Per minute rate after 10 minutes, per interstate minute	\$0.07
Cost Recovery Charge, per line, per month	\$3.39

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

5. 30 Minute Total Value Plan

30 Minute Total Value Plan Customers receive 30 minutes of intrastate interLATA, intraLATA, and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 31st minute of calling each month. Minutes are not carried forward. Company's 30 Minute Total Value Casual Calling Plan and 30TVP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel service prior to the end of a month will be billed the full monthly recurring charge.

Network Access Charge:

30 Minutes of intrastate interLATA, intraLATA and interstate long distance calling per month	\$4.95
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6th call, per call, per month	\$0.55
Per minute rate after 30 minutes, per interstate minute	\$0.05
Cost Recovery Charge, per line, per month	\$3.39

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

6. 30 Minute Value Select Plan

30 Minute Value Select Plan Customers receive 30 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 31st minute of calling each month. Minutes are not carried forward. Company's 30 Minute Value Select Casual Calling Plan and 30TVP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers are eligible to subscribe to the Company's IMTS Standard, IMTS Plus C, IMTS Plus LA, or IMTS Plus AP international calling plans. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

30 minutes of intrastate interLATA and interstate long distance calling per month	\$4.95
Per minute rate after 30 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6th call, per call, per month	\$0.55
Cost Recovery Charge, per line per month	\$3.39

7. 60 Minute Ultimate Value Connect Plan

60 Minute Ultimate Value Connect Plan Customers receive 60 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 61st minute of calling each month. Minutes are not carried forward. Company's 60 Minute Ultimate Value Connect Casual Calling Plan and 60UVC Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Fee:

60 minutes of intrastate interLATA and interstate long distance calling per month	\$6.95
Per minute rate after 60 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$3.39

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

8. 90 Minute Ultimate Extra Value Connect Plan

90 Minute Ultimate Extra Value Connect Plan Customers receive 90 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 91st minute of calling each month. Minutes are not carried forward. Company's 90 Minute Ultimate Extra Value Connect Casual Calling Plan and 90VP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Fee:

90 minutes of intrastate interLATA and interstate long distance calling per month	\$8.95
Per minute rate after 90 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$3.39

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

9. Unlimited Saver Plus 600 Calling Plan

Company's Unlimited Saver Plus 600 Calling Plan is available to current Company Customers who utilize 600 or less in combined intrastate and interstate minutes of calling each month. To qualify for the intrastate Unlimited Saver Plus 600 Calling Plan, Customers must Presubscribe or Subscribe to the Company's interstate Unlimited Saver 600 Connect Plans.

Customers receive an unlimited amount of calling time up to 600 minutes of intrastate interLATA and interstate calling under a single monthly recurring charge, and discounted intrastate per minute rate beginning with the 601st minute of calling each month. The monthly Unlimited Saver Plus 600 Calling Plan usage allocation applies exclusively to each calendar month. Unused minutes are non-transferable, non-refundable, and may not be transferred to the following month. Company's Unlimited Saver Plus 600 Casual Calling Plan and Unlimited Saver Plus 600 Calling Card Plan are Automatically Bundled with this Plan.

Network Access Charge, 600 minutes of intrastate interLATA and interstate long distance calling per month	\$21.95
Per minute rate after 600 minutes	\$0.03
Cost Recovery Charge, per line, per month	\$1.44

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

10. Unlimited Saver Pro 300 Calling Plan

Company's Unlimited Saver Pro 300 Calling Plan is available to current Company Customers who utilize 300 or less in combined intrastate and interstate minutes of calling each month. To qualify for the intrastate Unlimited Saver Pro 300 Calling Plan, Customers must Presubscribe or Subscribe to the Company's interstate Unlimited Saver 300 Connect Plans.

Customers receive an unlimited amount of calling time up to 300 minutes of intrastate interLATA and interstate calling under a single monthly recurring charge, and discounted intrastate per minute rate beginning with the 301st minute of calling each month. The monthly 300 minute Unlimited Saver Pro 300 Calling Plan usage allocation applies exclusively to each calendar month. Unused minutes are non-transferable, non-refundable, and may not be transferred to the following month. Unlimited Saver Pro 300 Calling Plan Customers may also place up to six Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Company's Unlimited Saver Pro 300 Casual Calling Plan and Unlimited Saver Pro 300 Calling Card Plan are Automatically Bundled with this Plan.

Network Access Charge,	
300 minutes of intrastate interLATA	
and interstate long distance calling per month	\$15.95
Per minute rate after 300 minutes	\$0.04
Directory Assistance calls, first six calls per month	N/C
Directory Assistance calls, beginning with the 7th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$1.44

RATES AND CHARGES, Continued

Residential Long Distance Service, Continued

11. Total Calling Plan

Company's Total Calling Plan is available to former Company Customers or Customers who have indicated their intent to discontinue Company's service. Company's Total Calling Plan cannot be used for long distance or local toll access to the Internet or for business purposes such as telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. If this plan is used for unauthorized purposes, the Company may immediately suspend, restrict or cancel the Customer's Service. To qualify for the intrastate Total Calling Plan, Customers must Presubscribe or Subscribe to the Company's interstate Total Calling Plans.

Customers receive an unlimited amount of intrastate interLATA and interstate calling under a single monthly recurring charge. Company's Total Casual Calling Plan and Total Calling Card Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

Unlimited intrastate interLATA

and interstate long distance calling per month \$9.95

Cost Recovery Charge, per line, per month \$1.44

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service

1. 10 Minute Value Casual Calling Plan

10 Minute Value Casual Calling Plan Customers receive 10 minutes of intrastate interLATA and interstate long distance casual calling per month for a flat fee and discounted intrastate per minute rate beginning with the 11th minute of calling each month. Minutes are not carried forward. The Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). To access the Company's casual calling Service, the Customer must dial the Company's Carrier Identification Code 1010-444 or 1010-432. Company's 10 Minute Value Plan and 10VP Calling Card Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. Company's 10 Minute Value Casual Calling Plan is offered only to Customers who have previously Presubscribed or Subscribed to the Company's interstate long distance service and have cancelled that service.

Network Access Charge:

10 minutes of intrastate interLATA and interstate long distance calling per month	\$1.65
Per minute rate after 10 minutes	\$0.07
Cost Recovery Charge, per line, per month	\$1.44

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

2. 30 Minute Value Casual Calling Plan

30 Minute Value Casual Calling Plan Customers receive 30 minutes of intrastate interLATA and interstate long distance casual calling per month for a flat fee and discounted intrastate per minute rate beginning with the 31st minute of calling each month. Minutes are not carried forward. Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). To access the Company's casual calling Service, the Customer must dial the Company's Carrier Identification Code 1010-444 or 1010-432. Company's 30 Minute Value Plan and 30VP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

30 minutes of intrastate interLATA and interstate long distance calling per month	\$2.95
Per minute rate after 30 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6 th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$1.44

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

3. 10 Minute Value Plus Casual Calling Plan

10 Minute Value Plus Casual Calling Plan Customers receive 10 minutes of intrastate interLATA and interstate long distance casual calling per month for a flat fee and discounted intrastate per minute rate beginning with the 11th minute of calling each month. Minutes are not carried forward. The Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). To access the Company's casual calling Service, the Customer must dial the Company's Carrier Identification Code 1010-444 or 1010-432. Company's 10 Minute Value Plus Plan and 10VPP Calling Card Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. Company's 10 Minute Value Plus Casual Calling Plan is offered only to Customers who have previously Presubscribed or Subscribed to the Company's interstate long distance service and have cancelled that service.

Network Access Charge:

10 minutes of intrastate interLATA and interstate long distance calling, per month	\$1.95
Per minute rate after 10 minutes	\$0.07
Cost Recovery Charge, per line, per month	\$1.44

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

4. 10 Minute Total Value Casual Calling Plan

10 Minute Total Value Casual Calling Plan Customers receive 10 minutes of intrastate interLATA, intraLATA, and interstate long distance casual calling per month for a flat fee, and discounted intrastate per minute rate beginning with the 11th minute of calling each month. Minutes are not carried forward. The Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). To access the Company's casual calling Service, the Customer must dial the Company's Carrier Identification Code 1010-444 or 1010-432. Company's 10 Minute Total Value Plan and 10TVP Calling Card Plan are Automatically Bundled with this Plan. Customers are eligible to subscribe to the Company's IMTS Standard Plan, IMTS Plan C, IMTS Plan M, or IMTS Plan AP international calling plans. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. Company's 10 Minute Total Value Casual Calling Plan is offered only to Customers who have previously Presubscribed or Subscribed to the Company's interstate long distance service and have cancelled that service.

Network Access Charge:

10 minutes of intrastate interLATA, intraLATA, and interstate long distance calling per month	\$3.65
Per minute rate after 10 minutes	\$0.07
Cost Recovery Charge, per line, per month	\$3.39

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

5. 30 Minute Total Value Plus Casual Calling Plan

30 Minute Total Value Plus Casual Calling Plan Customers receive 30 minutes of intrastate interLATA, intraLATA, and interstate long distance casual calling per month for a flat fee, and discounted intrastate per minute rate beginning with the 30th minute of calling each month. Minutes are not carried forward. The Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. To access the Company's casual calling Service, the Customer must dial the Company's Carrier Identification Code 1010-444 or 1010-432. Company's 30 Minute Total Value Plus Casual Calling Plan and 30TVP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

30 minutes of intrastate interLATA and intraLATA, and interstate long distance calling per month	\$4.95
Per minute rate after 30 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6 th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$3.39
Monthly Bill Statement Fee	\$1.98

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

6. 30 Minute Value Select Casual Calling Plan

30 Minute Value Select Casual Calling Plan Customers receive 30 minutes of intrastate, interLATA, and interstate long distance casual calling per month for a flat fee, and discounted intrastate per minute rate beginning with the 31st minute of calling each month. Minutes are not carried forward. The Customer must contact the Company to register all applicable telephone numbers. The minimum service period is one (1) month (30 days). To access the Company's casual calling Service, the Customer must dial the Company's Carrier Identification Code 1010-444 or 1010-432. Company's 30 Minute Value Select Calling Plan and 30TVP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

30 minutes of intrastate interLATA and interstate long distance calling per month	\$4.95
Per minute rate after 30 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6 th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$3.39
Monthly Bill Statement Fee	\$1.98

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

7. 60 Minute Ultimate Value Connect Casual Calling Plan

60 Minute Ultimate Value Connect Casual Calling Plan Customers receive 60 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 61st minute of calling each month. Minutes are not carried forward. Company's 60 Minute Ultimate Value Connect and 60UVC Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Fee:

60 minutes of intrastate interLATA and interstate long distance calling per month	\$6.95
Per minute rate after 60 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6 th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$3.39

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

8. 90 Minute Ultimate Extra Value Connect Casual Calling Plan

90 Minute Ultimate Extra Value Connect Casual Calling Plan Customers receive 90 minutes of intrastate interLATA and interstate long distance calling per month for a flat fee and discounted intrastate per minute rate beginning with the 91st minute of calling each month. Minutes are not carried forward. Company's 90 Minute Ultimate Extra Value Connect Plan and 90VP Calling Card Plan are Automatically Bundled with this Plan. Customers may also place up to five Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212. Unused Directory Assistance calls during the month do not transfer to the following month. Customers who cancel service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Fee:

90 minutes of intrastate interLATA and interstate long distance calling per month	\$8.95
Per minute rate after 90 minutes	\$0.05
Directory Assistance calls, first five calls per month	N/C
Directory Assistance calls, beginning with the 6th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$3.39

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

9. Unlimited Saver Plus 600 Casual Calling Plan

Company's Unlimited Saver Plus 600 Casual Calling Plan is available to current Company Customers who utilize 600 or less in combined intrastate interLATA and interstate minutes of calling each month. Customers may access the Unlimited Saver Plus 600 Casual Calling Plan via the Company's Carrier Identification Code, 1010-444 or 1010-432.

Customers receive an unlimited amount of calling time up to 600 minutes of intrastate interLATA and interstate calling under a single monthly recurring charge, and discounted intrastate per minute rate beginning with the 601st minute of calling each month. The monthly 600 minute Unlimited Saver Plus 600 Calling Plan usage allocation applies exclusively to each calendar month. Unused minutes are non-transferable, non-refundable, and may not be transferred to the following month. Company's Unlimited Saver Plus 600 Plan and Unlimited Saver Plus 600 Calling Card are Automatically Bundled with this Plan. Customers are eligible to subscribe to the Company's IMTS Full World Plan, IMTS Plus Canada Plan, IMTS Plus Latin America Plan, or IMTS Plus Asia Pacific international calling plans. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

600 minutes of intrastate interLATA and interstate long distance calling per month	\$21.95
Per minute rate after 600 minutes	\$0.03
Cost Recovery Charge, per line, per month	\$1.44

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

10. Unlimited Saver Pro 300 Casual Calling Plan

Company's Unlimited Saver Pro 300 Casual Calling Plan is available to current Company Customers who utilize 300 or less in combined intrastate and interstate minutes of calling each month. To qualify for the intrastate Unlimited Saver Silver 300 Casual Calling Plan, Customers must Subscribe to the Company's interstate Unlimited Casual Calling Saver Pro 300 Plan. Customers may access the intrastate Unlimited Saver Pro 300 Casual Calling Plan via the Company's Carrier Identification Code, 1010-444 or 1010-432.

Customers receive an unlimited amount of calling time up to 300 minutes of intrastate interLATA and interstate calling under a single monthly recurring charge, and discounted intrastate per minute rate beginning with the 301st minute of calling each month. The monthly 300 minute Unlimited Saver Pro 300 Casual Calling Plan usage allocation applies exclusively to each calendar month. Unused minutes are non-transferable, non-refundable, and may not be transferred to the following month. Unlimited Saver Pro 300 Casual Calling Plan Customers may also place up to six Directory Assistance calls at no additional charge, by dialing the area code ("NPA") of the requested number and "555-1212," e.g. NPA-555-1212 after dialing Company's Carrier Identification Code, 1010-444.1 Unused Directory Assistance calls during the month do not transfer to the following month. Unlimited Saver Pro 300 Plan and Unlimited Saver Pro 300 Calling Card are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge:

300 minutes of intrastate interLATA and interstate long distance calling per month	\$15.95
Per minute rate after 300 minutes	\$0.04
Directory Assistance calls, first six calls per month	\$0.00
Directory Assistance calls, beginning with the 7 th call, per call, per month	\$0.55
Cost Recovery Charge, per line, per month	\$1.44

The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

¹ Charges associated with connecting Subscribers to requested numbers are not waived.

RATES AND CHARGES, Continued

Residential Casual Calling Long Distance Service, Continued

11. Total Casual Calling Plan

Company's Total Casual Calling Plan is available to former Company Customers or Customers who have indicated their intent to discontinue Company's service. Company's Total Calling Plan cannot be used for long distance or local toll access to the Internet or for business purposes such as telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. If this plan is used for unauthorized purposes, the Company may immediately suspend, restrict or cancel the Customer's Service. Customers may access the Total Casual Calling Plan via the Company's Carrier Identification Code, 1010-444 or 1010-432.

Customers receive an unlimited amount of intrastate interLATA and interstate calling under a single monthly recurring charge. Company's Total Calling Plan and Total Calling Card Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges. Total Plan and Calling Card Total Plan are Automatically Bundled with this Plan. Customers who cancel Service prior to the end of a month will be billed for all monthly recurring fees and charges.

Network Access Charge

Unlimited intrastate interLATA and interstate long distance calling per month	\$9.95
Cost Recovery Charge	\$1.44

The Network Access Charge and Cost Recovery Charge set forth above are billed only to Customers who are no longer Presubscribed to the Company's intrastate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Calling Card Long Distance Service

1. 10VP Calling Card Plan

10 Minute Value Plan and 10 Minute Value Casual Calling Plan Customers also receive the Company's 10VP Calling Card Plan under the following rates and charges:

Rate per minute, all time periods	\$0.12
Network Access Charge	\$1.65
Cost Recovery Charge, per line, per month	\$1.44

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

2. 30VP Calling Card Plan

30 Minute Value Plan and 30 Minute Value Plan Casual Calling Plan Customers also receive the Company's 30VP Calling Card Plan under the following rates and charges

Rate per minute, all time periods	\$0.12
Network Access Charge	\$2.95
Cost Recovery Charge, per line, per month	\$1.44

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Calling Card Long Distance Service, Continued

3. 10VPP Calling Card Plan

10 Minute Value Plus, 10 Minute Value Plus Casual Calling Customers also receive the Company's Calling Card Service 10VPP Plan under the following rates and charges:

Per minute, all time periods	\$0.12
Network Access Charge	\$1.95
Cost Recovery Charge, per line, per month	\$1.44

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

4. 10TVP Calling Card Plan

10 Minute Total Value Plan and 10 Minute Total Value Casual Calling Plan Customers also receive the Company's 10VP Calling Card Plan under the following rates and charges:

Per minute, all time periods	\$0.12
Network Access Charge	\$3.65
Cost Recovery Charge, per line, per month	\$3.39

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Calling Card Long Distance Service, Continued

5. 30TVP Calling Card Plan

30 Minute Total Value Plan, 30 Minute Total Value Casual Calling Plan, 30 Minute Value Select, and 30 Minute Value Select Choice Casual Calling Plan Customers also receive the Company's 30TVP Calling Card Plan under the following rates and charges:

Per minute, all time periods	\$0.12
Network Access Charge	\$4.95
Cost Recovery Charge, per line, per month	\$3.39
Monthly Bill Statement Fee	\$1.98

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

6. 60UVC Calling Card Plan

60 Minute Ultimate Value Connect Plan and 60 Minute Ultimate Value Connect Casual Calling Plan Customers also receive the Company's 60UVC Calling Card Plan under the following rates and charges:

Rate per minute, all time periods:	\$0.12
Network Access Fee:	\$6.95
Cost Recovery Charge, per line, per month	\$3.39

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Fee and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Calling Card Long Distance Service, Continued

7. 90VP Calling Card Plan

90 Minute Ultimate Extra Value Connect Plan and 90 Minute Ultimate Extra Value Connect Casual Calling Plan Customers also receive the Company's 90VP Calling Card Plan under the following rates and charges:

Rate per minute, all time periods:	\$0.12
Network Access Fee:	\$8.95
Cost Recovery Charge, per line, per month	\$3.39

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Fee and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

8. Unlimited Saver Plus 600 Calling Card Plan

Unlimited Saver Plus 600 Calling Plan and Unlimited Saver Plus 600 Casual Calling Plan Customers receive the Company's Unlimited Saver Plus 600 Calling Card Plan under the following rates and charges:

Rate per minute, all time periods:	\$0.12
Network Access Charge:	\$21.95
Cost Recovery Charge, per line, per month	\$1.95

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

Residential Calling Card Long Distance Service, Continued

9. Unlimited Saver Pro 300 Calling Card Plan

Unlimited Saver Pro 300 Calling Plan and Unlimited Saver Pro 300 Casual Calling Customers receive the Company's Unlimited Pro 300 Calling Card Plan under the following rates and charges:

Rate per minute, all time periods:	\$0.12
Network Access Charge:	\$15.95
Cost Recovery Charge, per line, per month	\$1.95

A surcharge is added to Customer bills when calling card calls are place using pay telephones. The pay telephone surcharge is in addition to the calling card service per call access charge and per minute rate.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

10. Total Calling Card Plan

Total Calling Plan and Total Casual Calling Plan Customers also receive the Company's Total Calling Card Plan under the following rates and charges:

Rate per minute, all time periods	\$0.12
Monthly Recurring Charge	\$9.95
Cost Recovery Charge, per line, per month	\$1.44

The Network Access Charge and Cost Recovery Charge set forth above are billed only to Customers who are no longer Presubscribed to the Company's intrastate and interstate long distance services.

Pay telephone access charge	\$0.56
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The Network Access Charge and Cost Recovery Charges set forth above are billed only to Customers who are no longer Presubscribed to the Company's interstate and interstate Long Distance Services.

RATES AND CHARGES, Continued

COST RECOVERY CHARGE

Customers will be assessed a monthly Cost Recovery Fee. The is fee permits the Company to recover the costs associated with interstate access charges, property taxes, and the expenses associated with regulatory proceedings and compliance and is applied each month in which the Customer has interstate or international calling charges. The fee is applied in full whether or not the Customer's billing period covers an entire month.

Cost Recovery Charge, per presubscribed line, unless otherwise stated \$1.44

TIME PERIODS

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Night	Night
5:00 PM to 10:59 PM	Evening	Evening	Evening	Evening	Evening	Night	Evening
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Calls are billed at the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed at the rates in effect for each portion of the call.

RECONNECTION FEE

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by Customer to the Company for Service, Company will reconnect Customer whose Service has been disconnected for non-payment.

Service Reconnection Fee (per occurrence) \$30.00

INTRASTATE CONNECTION FEE

A monthly service charge as set forth below will be applied to Customers to recover the costs charged by the local telephone company to carry your U.S. Telecom in-state long distance calls over its lines.

Monthly Intrastate Connection Fee \$0.00

RATES AND CHARGES, Continued

DIRECTORY ASSISTANCE

A Directory Assistance charge applies per directory assistance call, regardless of whether the Directory Assistance operator is able to supply the requested number.

Unless Directory Assistance is included under a Service Plan specified above, the following charge applies:

Directory Assistance, per call	\$0.55
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