
RESALE COMMON CARRIER SERVICE

SECTION B
RULES AND REGULATIONS1. General Description of Service

Carrier is a resale common carrier providing international communications service to customers for their direct transmission and reception of voice telecommunications from the contiguous United States, Hawaii, Puerto Rico, and the U.S. Virgin Islands to locations specified in Section D of this tariff.

2. Limitations

a) With regard to the services provided under this tariff:

1. Service is offered subject to the availability of facilities and the provisions of this tariff. Notwithstanding any other provision in this tariff or in any contract that incorporates the tariff, in whole or in part, the Company may (a) deny customer requests for services or facilities and thereby limit or allocate its furnishing of such services or facilities, or (b) limit or allocate the facilities available to, or capacity utilized by, any particular service, service option, or class of service in aggregate, if necessary, in order to: (i) manage its network in an efficient manner; (ii) meet reasonable customer service expectations; and, (iii) furnish service to existing and future customers based on current and projected available capacity, taking into account forecasted customer requirements.
2. The Company's obligation under this tariff is to furnish service consisting of facilities and equipment that is exclusively of the Company's choosing. Unless otherwise provided for in this tariff or in any other contract pertaining to service provided under this tariff, the Company may substitute facilities or equipment used to furnish service, or substitute comparable service for any service furnished under this tariff, at any time.

- b) Teleconnect reserves the right to discontinue furnishing services upon written notice, when necessitated by conditions beyond its control. Conditions beyond Teleconnect's control include, but are not limited to, a customer's having call volume or a calling pattern that results, or may result, in network blockage or other service degradation which adversely affects service to the calling party, the customer, or other customers of Teleconnect. Teleconnect also reserves the right to discontinue furnishing services or billing options, upon written notice, when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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SECTION B
RULES AND REGULATIONS2. Limitations (Continued)

- c) Without notice to the customer, the Company may block traffic to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its service or to prevent the use of its services in a manner that the Company determines to be in violation of this tariff, when the customer's call volume or calling pattern results, or may result, in the blockage of the Company's network or in the degradation of the Company's service or when actions taken by foreign governments or telecommunications agencies render it impossible or impracticable to provide service. The Company will unblock service as soon as it can without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that was deactivated. Whenever call blocking occurs on lines presubscribed to the Company, customers or former customers will be unable to make calls via any Company Carrier Identification Code or via any Carrier Identification Code of Company affiliates MCI WORLDCOM Communications, Inc. and Teleconnect Company. In order to control fraud, Teleconnect may refuse to accept Calling Card, Collect Calling and/or Third Number Calls which it determines to be invalid and/or may limit the use of these billing options to or from international locations.
- d) Calls may not be placed using a Local Exchange Carrier's calling card whenever there is no obligation on the part of the Local Exchange Carrier issuing the calling card to invoice such calls on the Company's behalf. In addition, calls may not be placed or received using 10XXX dialing, collect or third party calling conventions whenever: (i) there is no obligation on the part of the serving Local Exchange Carrier to perform billing and collection on behalf of the Company (or, where such an obligation exists, the Carrier fails to discharge it properly); (ii) the serving Local Exchange Carrier fails to furnish, or provides untimely or inadequate, billing name and address (BNA) to the Company; or, (iii) the serving Local Exchange Carrier fails to furnish timely or adequate ANI installation and disconnect (CARE) information to the Company. For purposes of this provision, call blocking will occur whenever the Company is unable to recover at least 60 percent of its billable revenues from customers within a Local Exchange Carrier service area during any monthly billing period as the result of unavailable, untimely or inadequate billing and collections, or as the result of unavailable, untimely or inadequate BNA or CARE information.

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SECTION B
RULES AND REGULATIONS (Continued)2. Limitations (Continued)

- e) Teleconnect reserves the right to discontinue the use of any code provided to a customer of its service and to substitute another code for such customer's use. Nothing herein, or in any other provision of this tariff, or in any marketing materials issued by the company shall give any person any ownership interest or proprietary right in any given Teleconnect code; provided, however, that a customer that continues to subscribe to Teleconnect's service will be provided a replacement code in the event such customer's initial code is cancelled.
- f) A customer shall not use any service mark or trade mark of Teleconnect or refer to Teleconnect in connection with any product, equipment, promotion or publication of the customer without the written approval of Teleconnect.

3. Terms and Conditions

- a) The minimum period for service is one (1) month.
- b) Service is offered 24 hours per day, 7 days per week.
- c) The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
- d) A customer shall not: (i) use any service mark or trade mark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (ii) refer to the Company or any of its affiliated companies in connection with any product, equipment, offering, promotion or publication of the customer or of a third party on behalf of or with the authorization of the customer, without the written approval of the Company and its pertinent affiliated company. Customer agrees that: (i) any use of Company mark(s) by it is for the benefit of the Company; (ii) all good will resulting therefrom vests solely in the Company; and, (iii) it will neither have nor make any claim in or to such mark(s).

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SECTION B
RULES AND REGULATIONS (Continued)4. Liability

- a) Teleconnect shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; preemption of existing services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; and any law, order, regulation or other action of any governing authority or agency thereof.
- b) Teleconnect's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service offered under this tariff, and subject to the provisions of this section, Teleconnect's liability, if any, shall be limited as follows:
 - Teleconnect's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made (if there is a higher initial minute rate for the service, that higher per minute rate shall apply).
 - With respect to the routing of calls by Teleconnect to public safety answering points or municipal emergency service providers, Teleconnect's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the customer as the direct result of Teleconnect's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.

The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for the interruption of service.

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RULES AND REGULATIONS (Continued)4. Liability (Continued)

- c) Teleconnect shall be indemnified, defended, and held harmless by the customer or by others authorized to use the service against all claims of loss or damage arising from the use of service furnished under this tariff, including:
- claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Teleconnect service; and
 - patent infringement claims arising from combining or connecting Teleconnect service with apparatus and systems furnished by the customer or others; and
 - all other claims arising out of any act or omission of the customer or others, including those relating to Section B-4(g) following, in connection with any service provided by Teleconnect.
- d) Teleconnect shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Teleconnect services.
- e) Teleconnect does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and user shall indemnify and hold Teleconnect harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or 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 service furnished by Teleconnect at such locations.

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RULES AND REGULATIONS (Continued)4. Liability (Continued)

- f) Teleconnect is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service, or the attachment to service by Teleconnect of instruments, apparatus and associated wiring on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of Teleconnect negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teleconnect.
- g) Teleconnect shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Teleconnect network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Teleconnect service, that the signals emitted into Teleconnect's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in Section B-XX following, and that the signals do not damage Teleconnect equipment, injure its personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teleconnect will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Teleconnect equipment, personnel, or the quality of service to other customers, Teleconnect may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Teleconnect may, upon written notice, terminate the customer's service without liability. T
- h) The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for the interruption of service. In no event shall 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 tariff.

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RULES AND REGULATIONS (Continued)5. Use of Service

- a) Service furnished by Teleconnect may be used for one or more of the following:
- for the transmission of communications by the customer;
 - for the transmission of communications to or from an authorized user or joint user; or
 - for the transmission of communications to or from a customer of another common carrier, which has subscribed to Teleconnect's communications services for purposes of resale.
- b) Service furnished by Teleconnect may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:
- One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of his or her own. The customer must specifically name all joint users or authorized users in the Application for Service. Orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by Teleconnect only from that customer and will be subject to all regulations of this tariff.
 - All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the company, each joint user or authorized user shall be liable to the company for all charges incurred as a result of its use of Teleconnect's Service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer.

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RULES AND REGULATIONS (Continued)5. Use of Service (Continued)

- c) Service furnished by Teleconnect may be arranged for use by other common carriers for the purposes of resale subject to the following:
- Other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.
 - Service furnished by Teleconnect shall not be used:
 - for any unlawful purpose.
 - for any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier or being a resale common carrier or an entity which resells Teleconnect service as part of an enhanced communications service or an electronic information service. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- d) Use of Recording Devices.
- Teleconnect's services are not adapted to the use of recording devices and customers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. As used in this section, a "two-way conversation" is a telephone conversation between or among two or more parties.
 - A customer may use a recording device to record two-way conversations only if the customer complies with the requirements of this section and only if the customer is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

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- Restrictions. A customer may not record a two-way conversation unless the customer:
 - obtains the consent to the recording of all parties to the conversation prior to the recording either in writing, or verbally at the start of, and as part of, the recording; or,
 - verbally notifies all parties to the conversation at the start of the conversation that the conversation will be recorded and records the verbal notification as part of the recording; or,
 - uses a distinctive recorder tone, repeated at intervals of approximately fifteen seconds, to alert all parties to the conversation that a recording device is in use.
- Broadcast licensee exemption. Broadcast licensees are exempt from the restrictions set forth in this section when the licensee is recording the two-way conversation for broadcast and:
 - the licensee informs each party to the conversation that the licensee intends to broadcast the conversation; or
 - each party to the conversation is aware that the conversation will be broadcast; or
 - the other party or parties to the conversation may be presumed to be aware, from the circumstances of the conversation, that the conversation is likely to be broadcast; provided, that such awareness may be presumed only when the other party to the conversation is associated with the licensee (such as an employee or part-time reporter) or the other party or parties to the conversation originate the conversation and the conversation is obviously in connection with a program during which the licensee customarily broadcasts telephone conversations.

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RULES AND REGULATIONS (Continued)5. Use of Service (Continued)

- Other exemptions. A customer is exempt from the restrictions set forth in this section when:
 - recording incoming calls made to telephone numbers publicized for emergencies (such as 911) and outgoing calls made in immediate response to these incoming calls (including calls made to and from Department of Defense Command Centers and the Operations Center of the Nuclear Regulatory Commission);
 - recording calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests, and obscene calls) and outgoing calls made in immediate response to these calls (including calls referred to the U.S. Secret Service that threaten the safety and security of the President, his or her immediate family, and the White House); or
 - recording calls pursuant to an explicit and lawful order of a court issued pursuant to 18 U.S.C. Section 2516, as amended, or any equivalent successor provision.
- e) The Company may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund and compensation to payphone service providers for the use of their payphones to access the Company service.
- f) It shall be the customer's obligation to furnish all information necessary for the Company to provide service to the customer.

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RULES AND REGULATIONS (Continued)6. Payment Arrangements

- a) The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public. Non-recurring charges are payable when the service for which they are specified have been performed. If an entity other than Teleconnect (e.g., another carrier or a supplier) imposes charges on Teleconnect, in addition to its own internal costs, in connection with a service for which an Teleconnect non-recurring charge is specified, those charges will be passed on to the customer. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Usage charges are billed after each usage cycle. Except for usage charges, the rate or volume discount level applicable to a customer for a particular service or services shall be the rate or volume discount level in effect at the end of the monthly billing period applicable to the customer for the particular service or services.
- b) Teleconnect's bills are payable 30 days from the invoice date. Amounts not paid within 30 days from the invoice date will be considered past due. If Teleconnect becomes concerned at any time about the ability of a customer to pay its bills, Teleconnect may require that customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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RULES AND REGULATIONS (Continued)6. Payment Arrangements (Continued)

- c) Applicants for service or existing customers whose financial condition is not acceptable to Teleconnect, or is not a matter of general knowledge, may be required at any time to provide Teleconnect a security deposit, in cash or the equivalent of cash, up to an amount equal to three months' actual or estimated usage charges for the service to be provided. Teleconnect may refuse to furnish service(s) under this tariff if the customer owes any Teleconnect affiliate for tariffed service(s) provided to the customer by an affiliate. Such applicants or customers may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of Teleconnect's charges for its services as Teleconnect may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customers' assets, and similar arrangements.¹ Teleconnect may also establish toll usage limits for applicants for service or existing customers whose financial condition cannot be verified or is otherwise unacceptable to Teleconnect. The required deposit or other security may be increased or decreased by Teleconnect as it deems appropriate in the light of changing conditions. In addition, Teleconnect shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by Teleconnect, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Teleconnect service in question is provided. At Teleconnect's option, such deposit may be refunded to the customer's account at any time. In lieu of cash or cash-equivalent security deposits and/or toll usage limits, Teleconnect may, at its sole discretion, require from the customer a commercial credit card account number to which future usage can be charged. Also, Teleconnect reserves the right to cease accepting and processing service orders after it has requested a security deposit or commercial credit card account number and prior to the customer's compliance with this request.

¹ When billing and collection is performed on Teleconnect's behalf by a local exchange carrier, the security deposit requirements set forth in the local tariff of the local exchange carrier will apply to the customer's Teleconnect service, in lieu of the provisions contained in this tariff.

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RULES AND REGULATIONS (Continued)

6. Payment Arrangements (Continued)

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SECTION B
RULES AND REGULATIONS (Continued)6. Payment Arrangements (Continued)

- d) The Company's rates and charges for services are exclusive of the following charges that will be assessed:
1. applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;
 2. any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;
 3. other taxes;
 4. tax-like charges to recover amounts the Company is required by a governmental or quasigovernmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs;
 5. other tax-like charges; and
 6. a tax-related surcharge imposed on all charges (net of bad debts) for outbound service originating in, or inbound service terminating in, a jurisdiction which levies, or asserts a claim or right to levy;
 - i. a gross receipts tax, a license tax, or other tax like charge on the Company's operations in that jurisdiction based on the Company's gross receipts, revenues or operations in that jurisdiction; or
 - ii. a tax on interstate access charges incurred by the Company for access to telephone exchanges in that jurisdiction based on the amount paid for interstate access charges in that jurisdiction; and
 7. a tax-related surcharge in addition to the other charges for service, based on billing availability, equal to 3.0 percent of the total interstate and international charges (including usage and nonusage) after the application of applicable discounts and credits, which allows the Company to recover a portion of the property tax that it pays to state and local jurisdictions.

RESALE COMMON CARRIER SERVICE

SECTION B
RULES AND REGULATIONS (Continued)

- e) All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Tax(es)." The Company may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. The Customer agrees to pay all Taxes imposed. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the amounts collected were retained by the Company or if they were delivered to the jurisdiction and returned to the Company, or it will negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction. N
- f) If a Customer provides the Company with a duly authorized tax exemption certificate, the Company will exempt the Customer in accordance with law, effective on the date the Company receives the certificate.
- g) Taxes based on the Company's net income will be the Company's sole responsibility.
- h) If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, customer will provide the Company with official tax certificates documenting remittance of the taxes. The tax certificates will be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against the Company's U.S. corporation income tax, and will be accompanied by an English translation. Upon receipt of the tax certificate, the Company will issue the Customer a credit for the amounts represented thereby. N
- i) Recovery of Collection Costs M
1. Non-Residential Service: If the Company incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company by a non-Residential Service customer, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
2. Residential Service: If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company by a Residential Service customer, 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. M

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RULES AND REGULATIONS (Continued)6. Payment Arrangements (Continued)

- j) If a customer whose account has been closed has a credit balance showing, Teleconnect will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If Teleconnect is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, Teleconnect will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the customer requests a refund or the balance is exhausted.
- k) Promotional and other credits offered by Teleconnect in marketing of its services cannot be assigned, but must be used by the person to whom they were offered and who earned them in strict accordance with the terms of the offer.
- l) If billing systems or other support is not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharged, or other charge element as soon as it is capable of doing so.
- m) All charges for services are exclusive of applicable federal, state, and local sales, use, excise, utility and gross receipts taxes, other tax-like charges and tax-related surcharges as provided in this tariff, which customer agrees to pay.

Taxes based on Teleconnect's net income shall be the sole responsibility of Teleconnect. In the event that the customer provides Teleconnect with a duly authorized exemption certificate, Teleconnect agrees to exempt the customer in accordance with law, effective on the date the exemption certificate is received by Teleconnect.
- n) Service-related credit amounts due the customer that are related to, or based on, service usage will be applied before the application of taxes and the Federal Universal Service Fee; and service-related credit amounts due the customer that are not related to, or based on, service usage will be applied after the application of taxes and the Federal Universal Service Fee.

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RULES AND REGULATIONS (Continued)7. Inspection

Teleconnect may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation or maintenance of the customer or Teleconnect equipment. Teleconnect may interrupt the service at any time, without penalty to Teleconnect, because of departure from any of these requirements.

8. Cancellation for Cause by Teleconnect

- a) Teleconnect may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:

- Immediately and without notice if Teleconnect deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. Teleconnect may discontinue service pursuant to this sub-section if:

-- The customer refuses to furnish information to Teleconnect regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

-- The customer provides false information to Teleconnect regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of Teleconnect service(s); or

-- The customer states that it will not comply with a request of Teleconnect for security for the payment for service(s) in accordance with this section; or

-- The customer has been given written notice by Teleconnect of any past due amount (which remains unpaid in whole or in part) for any of Teleconnect's other common carrier communications services to which the customer either subscribes or had subscribed or used; or

-- The customer either (1) accesses Teleconnect service by dialing a carrier identification code in the form of 1010XXX, or (2) having presubscribed to Teleconnect's service has had its account(s) cancelled and has been removed from Teleconnect's billing system and is being billed for its subsequent use of Teleconnect's network by the local exchange carrier, and either refuses to pay when billed for Teleconnect service(s) or indicates to Teleconnect or its billing entity that it will not pay for Teleconnect service(s) used by it; or

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RULES AND REGULATIONS (Continued)8. Cancellation for Cause by Teleconnect (Continued):

- A subscriber to this service who accesses the service by use of an authorization code has not used the service for 90 days. In such case, Teleconnect will deactivate his or her code to reduce the danger of abusive use. If he or she wishes to renew usage of the service (e.g., upon returning to a vacation home), Teleconnect will promptly supply a new code. This provision does not apply to customers of Teleconnect service in central offices where equal exchange access is available; or
- The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - o Using or attempting to use service by rearranging, tampering with, or making connections to Teleconnect's service not authorized by this tariff; or
 - o Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or,
 - o Any other fraudulent means or devices; or,
- Immediately upon written notice to the customer of any sum thirty (30) days past due; or,
- Immediately upon written notice to the customer, after failure of the customer to comply with a request by Teleconnect for security for the payment of service in accordance with this Section B-6; or,
- Seven (7) days after sending the customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by Teleconnect pursuant to this section does not relieve the customer of any obligation to pay Teleconnect for charges due and owing for service(s) furnished up to the time of discontinuance.

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RULES AND REGULATIONS (Continued)9. Terminal Equipment

a) Terminal equipment, such as teleprinters, handsets or data sets at the premises of the customer and connecting local channels between such premises and the Teleconnect terminals, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.

b) The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. at his premises in the provision of the service described herein.

10. Systems Security

Where customers are permitted access to Teleconnect computer systems and data for the purposes of managing and maintaining their telecommunications service, they will adhere to the following:

a) Customers may access Teleconnect's systems and data only to the extent required by and incident to the administration and management of the customer's telecommunications system.

b) Customers may not disclose or use information which may be learned as a consequence of access to Teleconnect's systems and data except as may be directly required to insure the proper operation of the customer's telecommunication system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

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RULES AND REGULATIONS (Continued)10. Systems Security (Continued)

c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, Teleconnect's systems or data documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the customer's Teleconnect telecommunications systems. Teleconnect's systems and data remain the property of Teleconnect and may not be copied, reproduced or otherwise disseminated without the prior written permission of Teleconnect.

d) Customers shall take all reasonable precautions to maintain the confidentiality of Teleconnect's systems and data. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the customer's individual authorized users. Teleconnect's systems and data telephone numbers and dial-up access numbers assigned to the customer by Teleconnect, PINs or any aspect of access and sign-on methodology shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access Teleconnect's systems and data.

e) In the event that a security access device assigned to a customer for dial-up access is lost, stolen, or misplaced, the customer must notify Teleconnect immediately. Access into Teleconnect's system and data beyond that authorized may result in civil and/or criminal penalties.

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a) For Teleconnect's services for which charges are specified on the basis of per minute of use and in which there may be interruption of an individual call, due to a condition in Teleconnect's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which can be remedied by redialing the call and for all international calling by subscribers to these or other Teleconnect services:

- A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Teleconnect's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify his or her 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. Credit allowances will not be made for (1) interruptions not reported to Teleconnect, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Teleconnect. If the customer elects to use another means of communications after one of the above interruptions, or during a period when he or she is unable to place a call over Teleconnect, the customer must pay the charges for the alternative service used.
- 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. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for the entire call if it lasted less than three minutes. A customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if he or she reports the situation promptly to a Customer Service Representative.
- From time to time, the company will grant credits against usage charges in an amount not to exceed \$7.00 per customer or account per monthly billing period whenever the company determines that such a credit is warranted due to considerations involving the delivery of past service to the customer or account receiving the credit.

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RULES AND REGULATIONS (Continued)12. Interconnection with Other Carriers (Continued)

a) Service furnished by Teleconnect may be connected with services or facilities of another participating carrier. Such interconnection may be made at an Teleconnect Terminal or Entrance Site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by Teleconnect is not part of a joint undertaking with such other carriers.

b) Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Teleconnect and other participating carriers shall be provided at the customer's expense. Upon customer request and acting as his authorized agent, Teleconnect will attempt to make the necessary arrangements for such interconnection.

c) Service furnished by Teleconnect may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' tariffs applicable to such connections.

d) Inter-carrier connection is offered between Teleconnect and the Participating Carriers listed on page No. 4.

13. Collocation of Customer Equipment

Subject to (1) Teleconnect's current and forecasted operational or physical space requirements, taking into account available space at a Teleconnect terminal, (2) any applicable lease or occupancy restrictions imposed on Teleconnect, (3) the technical and operational compatibility of the customer's equipment with CMI equipment and services, (4) Teleconnect's security requirements, and (5) terms and conditions to which the customer contractually will commit, Teleconnect will consider requests from customers or prospective customers, on a first-come, first-served basis, to collocate their equipment at Teleconnect terminals.

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