

RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS1. General Description of Service

Carrier is a resale common carrier providing interstate communications service to customers for their direct transmission and reception of voice or data telecommunications within the contiguous United States and to Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands.

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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 or billing options, 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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RESALE COMMON CARRIER SERVICE

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 or 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. 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 certain areas, including all or part of the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

d) Teleconnect reserves the right to discontinue the use of any code provided to a customer of its Travel Calling Services 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 Travel Calling Services will be provided a replacement code in the event such customer's initial code is canceled.

e) 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.

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SECTION B - RULES AND REGULATIONS2. Limitations (Continued)

f) To the extent applicable, Teleconnect services will be subject to the conditions set forth in the Truth in Lending Act, Reg Z, 12 C.F.R. §226(1991).

g) 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 REGULATIONS3. Terms and Conditions

- a) Except if otherwise provided elsewhere in this tariff, service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than 30 days' notice to the Company from the date of postmark on the letter giving notice of cancellation.
- b) Service is offered on a metered use basis, 7 days per week, 24 hours per day.
- c) For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- d) The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service
- e) 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).
- f) The customer agrees to operate Teleconnect-provided equipment in accordance with instructions of Teleconnect or Teleconnect's agent. Failure to do so will void Teleconnect liability for interruption of service and may make customer responsible for damage to equipment.
- g) Customer agrees to return to Teleconnect all Teleconnect-provided equipment delivered to customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse Teleconnect, upon demand, for any costs incurred by Teleconnect due to customer's failure to comply with this provision.

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SECTION B - RULES AND REGULATIONS4. Liability

a) Except for granting credit allowances for interruptions of service as provided for herein, 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. Teleconnect's liability, if any, with regard to the delayed installation of Teleconnect facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, and subject to the provisions following, Teleconnect's liability, if any, shall be limited to an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made. 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. 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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SECTION B - RULES AND REGULATIONS4. 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:

1. 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
2. patent infringement claims arising from combining or connecting Teleconnect service with apparatus and systems furnished by the customer or others; and
3. all other claims arising out of any act or omission of the customer or others.

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.

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.

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SECTION B - RULES AND REGULATIONS4. Liability (Continued)

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 Carrier. 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, band-width, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth below, 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.

5. Cancellation of Service by Customers

- a) The customer may cancel service by giving notice, preferably in writing, up to the day cancellation is requested.

The Carrier will have up to thirty (30) days from the date of customer notification to complete the service disconnection. Any usage or recurring rates and charges incurred will be billed regardless of the customer's requested disconnect date.

Where the Carrier's service requires the use of a dedicated service line or special access line the customer must request disconnection one month prior to the date on which service is to be discontinued.

- b) If the customer orders service which requires special construction or special facilities dedicated to the customer's use and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and Carrier. A charge will be made to the customer for the nonrecoverable portions of the expenditures or liabilities incurred expressly on behalf of the customer by the Carrier and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

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SECTION B - RULES AND REGULATIONS6. Use of Service

a) Service furnished by Teleconnect may be used for one or more of the following:

1. for the transmission of communications by the customer.
2. for the transmission of communications to or from an authorized user or joint user.
3. 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:

1. One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of its 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.
2. 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. The customer shall be responsible for allocating charges to each joint user or authorized user.

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SECTION B - RULES AND REGULATIONS6. Use of Service (Continued)

- c) Directory Assistance is available to Teleconnect's customers. An undiscountable charge of \$3.49 will be applied to each call for information as to any telephone number in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and CNMI. Up to two requests may be made on each call to Directory Assistance. T

The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Directory Assistance calls will not count toward, nor be calculated as part of, the Volume Discounts offered under Teleconnect's services.

A credit allowance will be given, the charge that would otherwise apply will be waived, when (1) the customer experiences poor transmission or is cut-off during the call to Directory Assistance, (2) the customer is given an incorrect telephone number by the Directory Assistance operator, or (3) the customer has inadvertently misdialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must notify his or her Customer Service Representative.

- d) Service furnished by Teleconnect shall not be used:

1. For any unlawful purpose.
2. 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.

RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS6. Use of Service (Continued)

e) Use of Recording Devices

1. 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.
2. 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.
3. Restrictions. A customer may not record a two-way conversation unless the customer:
 - a) 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
 - b) 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
 - c) 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.

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SECTION B - RULES AND REGULATIONS6. Use of Service (Continued)e) Use of Recording Devices (Continued)

4. 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:
 - a) the licensee informs each party to the conversation that the licensee intends to broadcast the conversation; or
 - b) each party to the conversation is aware that the conversation will be broadcast; or
 - c) 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.
5. Other exemptions. A customer is exempt from the restrictions set forth above when:
 - a) 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);
 - b) 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
 - c) 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.

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SECTION B - RULES AND REGULATIONS6. Use of Service (Continued)

- f) 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's service.
- g) A Customer acquiring operator services from Teleconnect who, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for placing interstate telephone calls must:
 - 1. post on or near the telephone instrument, in plain view of consumers
 - a) the name, address, and toll-free telephone number of the provider of operator services;
 - b) a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using the telephone; and
 - c) the name and address of the enforcement division of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services;
 - 2. ensure that each of its telephone presubscribed to a provider of operator services allows the consumer to use 800 and 950 access code numbers to obtain access to the provider of operator services desired by the consumer; and
 - 3. ensure that no charge by the entity to the consumer for using an 800 or 950 access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the presubscribed provider of operator services.
- h) 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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SECTION B - RULES AND REGULATIONS7. Payment and Billing

- a) Service is provided and billed on a monthly basis. Long distance charges are billed in arrears and any recurring monthly charges are billed monthly in arrears.
- b) Bills are payable within 30 days of the invoice date. Interest at a rate of 1.5 per cent per month or the highest rate lawfully allowed will be charged on any amount unpaid after 30 days from the invoice date.
- c) The customer is responsible for payment of all charges for service furnished to the customer. Charges for installations, moves and rearrangements are payable upon demand by the Carrier.
- d) The security of the customer's authorization code is the responsibility of the customer. All calls placed will be billed and must be paid by the customer.
- e) The Carrier reserves the right to examine the credit record of an applicant or customer. A customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the carrier before service is restored. In addition, the carrier may require a security deposit from the discontinued customer desiring to reestablish service, equal up to two (2) times the amount of the customer's estimated monthly billing, or at such level as allowed by a governmental or regulatory agency having jurisdiction over the Carrier's customer deposit regulations, if any.

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)

- f) Applicants or customers whose financial condition is unknown or is unacceptable to the carrier, or is not a matter of general knowledge, may be required to make a deposit, in cash or the equivalent of cash, of up to an amount equal to two (2) times the customer's estimated monthly billing or at such level as allowed by a governmental or regulatory agency having jurisdiction over the Carrier's customer deposit regulations, if any. 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. The required deposit or other security may be increased or decreased by Teleconnect as it deems appropriate in the light of changing conditions. 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. 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 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.
- g) 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. Also, Teleconnect reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with this request.
- h) For the purpose of billing, the start of service is the day of installation of the Carrier's service. The end of service date is the last day of the minimum notification for cancellation, or any portion of the last day, after receipt by the Carrier of notification of cancellation.

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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SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)

- i) In the event of a billing dispute between the customer and the Carrier for service furnished to the customer, which cannot be settled to mutual satisfaction, the customer may request, and the Carrier will comply with the request, a detailed review of the disputed amount. In this event the undisputed amount and any subsequent billing must be paid on a timely basis as prescribed in this tariff.
- j) Recovery of Collection Costs
 - 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.
- k) 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.

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SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)

- l) 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.
- 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) In the event that a customer has been awarded a promotional credit for subscribing to Teleconnect service and does not use the service within 12 months following the date of the customer's service order, Teleconnect will cancel the credit from the customer's account.

o) Provision Taxes and Fees:

- 1. Local Taxes: Any assessments, franchise fees, privilege, license, occupation excise or any other similar taxes or fees, whether in a lump sum or at a flat rate, or based upon receipts, sales or other utility property units imposed upon the Company by any governmental authority, shall be added pro rata insofar as practical, to the rates and charges stated herein, in amounts which in the aggregate for the Carrier's customers of any political entity shall be equal to the amount of any such tax upon the carrier. The Carrier shall, so long as such tax or fee is in effect add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Carrier for each customer, add a sufficient amount to recover any such tax or fee.

RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS

7. Payment and Billing (Continued)

o) Provision Taxes and Fees (Continued):

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)o) Provision Taxes and Fees (Continued):

2. The Company's rates and charges for services are exclusive of the following charges that will be assessed:
 - A. applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;
 - B. any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;
 - C. other taxes;
 - D. 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;
 - E. other tax-like charges; and
 - F. 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
 - G.. 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.

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)o) Provision Taxes and Fees (Continued):

3. 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
4. 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.
5. Taxes based on the Company's net income will be the Company's sole responsibility.
6. 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
- p) 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/T
- q) 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. /T
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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS8. Restoration of Service

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

9. Inspection, Testing & Adjustment

- a) The Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied within the installation, operation or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time as necessary without penalty to itself, because of departure from any of these requirements.
- b) Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier by the customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Carrier.

10. 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:
 - 1. 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 section if:
 - a) 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
 - b) The customer provided 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
 - c) 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 tariff;

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS10. Cancellation for Cause by Teleconnect (Continued)

- d) 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
- e) The customer either (1) accesses Teleconnect service by dialing any of its random access code, or any other Teleconnect carrier identification code, or (2) having presubscribed to Teleconnect's Basic Direct Dialing Service has had its account(s) canceled 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
- f) A subscriber who accesses service by use of an authorization code has not used the service (with the exception of calls to Directory Assistance) 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 Basic Direct Dialing Service in central offices where equal exchange access is available; or
- g) The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- h) 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:
 - 1. Using or attempting to use service by rearranging, tampering with, or making connections to Teleconnect's service not authorized by this tariff; or
 - 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 3. Any other fraudulent means or devices; or

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS10. Cancellation for Cause by Teleconnect (Continued)

2. Immediately upon written notice to the customer of any sum thirty (30) days past due; or
3. 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 tariff; or
4. 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.

11. 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 network carrier involved, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.
- b) The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below, and does not interfere with services furnished to other customers. Additional protective equipment, where required, shall be at the customer's expense.

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS11. Terminal Equipment (Continued)

- c) When services using local exchange carrier voice grade facilities are terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the minimum protective criteria set forth below:
1. When the facilities furnished under this tariff are used in common with local exchange carrier services, it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to local exchange carrier lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by Teleconnect for each application, to be consistent with the signal power allowed on the telecommunications network.
 2. To protect the telecommunications services from interference at frequencies which are about the band of service provided, Teleconnect will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications system at the point of termination to insure that the input to local exchange carrier facilities does not exceed the limits indicated:
 - a. the power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 Db below the power of the signal as specified herein.
 - b. the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
 - c. the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
 - d. the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
 - e. the power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.
 3. Where there is connection via customer-provided terminal equipment or communications system to a Message Telecommunications Service or a WATS service to prevent the interruption or disconnection of all call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time has energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS11. Terminal Equipment (Continued)

4. Where such customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated below:
- a) The maximum rms (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 ampere.
 - b) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
 - c) The conductor voltage shall be such that the conductor to ground voltage limit above preceding is not exceeded. If the signal source is not grounded, the voltage limit above preceding applies to the conductor to conductor voltage.
 - d) The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors are as indicated:

<u>for frequencies between</u>	<u>weighing factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

where f is the numerical value in Hertz, of the frequency component being weighted.

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

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS12. Allowance for Interruptions

Except as provided for elsewhere in this tariff, the following credit allowances for interruptions of Teleconnect services will be made:

For all of Teleconnect's 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 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) 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.
- b) 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.
- c) 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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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS13. Obligation of the Carrier - Service Quality Commitment

In addition to the limitations of liability stated elsewhere in the Carrier's tariffs, the Carrier offers its customers a "Quality First Promise" under the terms and conditions stated herein:

- a) The "Quality First Promise" is offered to all customers subscribing to qualifying Carrier service(s) as described below after the effective date of this tariff provision. This offer includes existing customers who add qualifying additional service(s) and to new customers subscribing to such service(s).
- b) All qualifying new service(s) provided will include the Carrier's written "Quality First Promise" certificate which will be completed and signed by the Carrier's sales representative and left with the customer. It is the customer's responsibility to retain this certificate.
- c) If within sixty (60) days of utilization of the Carrier's qualifying tariffed service(s) the customer is not satisfied with the performance of the Company or quality of the service provided, the customer determines that he desires to terminate the Carrier's service(s), and the Carrier is so advised within thirty (30) days, subject to the conditions below the Carrier will:
 - 1. Return to the customer any of the Carrier's installation charges which were imposed at the initiation of the Carrier's service(s), which were subject to the "Quality First Promise".
 - 2. Reimburse the customer for one time or nonrecurring charges imposed by his former service provider (carrier) to reconnect his service to that carrier at the same level of service previously utilized, limited to 150 percent of the amount the Teleconnect Services would charge for similar installation or service initiation work.
 - 3. Limitation liability for damages and cost for lost time or time out of service are as provided for in this tariff.
- d) The customer will receive reimbursement as described above by submitting the "Quality First Promise: certificate which was provided upon initiation of service(s), along with copies of supporting invoices or documentation for reinstallation costs incurred, to the Carrier within thirty (30) days of notification of cancellation of Carrier's service(s). The Carrier's address for such submissions is: Teleconnect Quality First Promise, 50 International Drive, Greenville, South Carolina 29615. The Carrier will review and verify the documented cost information and provide appropriate reimbursement within forty-five (45) days of receipt of the certificate and billing invoice information.

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SECTION B - RULES AND REGULATIONS

13. Obligation of the Carrier - Service Quality Commitment (Continued)

- e) The "Quality First Promise" certificate submitted must be complete with authorizing signature of the individual who ordered the service(s) (customer) and the Carrier's sales representative who accepted the order for service(s).
- f) This commitment and provision is applicable to all services in the Carrier's tariffs unless otherwise designated therein and is not transferable.

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