

RATES, TERMS, AND CONDITIONS  
APPLICABLE TO  
INTERSTATE AND INTERNATIONAL TELECOMMUNICATIONS SERVICE  
FURNISHED BY  
**SIERRA TELEPHONE LONG DISTANCE**

## 1. Application of Terms and Conditions

These Terms and Conditions contain the regulations and rates applicable to the provision of Interstate and International Telecommunications Service by Sierra Telephone Long Distance, hereafter referred to as the "Company", from its points of presence in the state of California, to points within the United States and territories, and international points specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

The operator-assisted services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. The rates and regulations relating to the provision of operator-assisted services contained in these terms and conditions do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

By accepting service from the Company, the Customer accepts these terms and conditions as a binding agreement between the Customer and the Company. Changes to these terms and conditions may be made by the Company upon thirty (30) days written notice to the Customer. Use of the Company's service after the thirty (30) day notice period shall be construed as the Customer's agreement to the changed terms and conditions.

## 2. Definitions

Certain terms used generally throughout these terms and conditions, particularly those for specialized common carrier communications channels furnished by the Company over its facilities are defined below:

### Access Code

A sequence of numbers that, when dialed, connect the caller to the telecommunications service provider associated with that sequence.

### Aggregator

Any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a Provider of Operator Services.

### Applicant

An individual or concern making application for telephone service or installation of facilities. See Customer.

### Billed Party for Operator Assisted Calls

The Customer is responsible for payment of the Company's service for an Operator Assisted Call. See Operator Assisted Call.

### Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

### Channel

The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

### Common Carrier

A company or entity providing telecommunications services to the public.

### Customer

The term "Customer" refers to the person, firm, or corporation responsible for ordering telecommunications services, paying charges, and complying with the rules and regulations of the Utility. A Customer may be an individual, partnership, association, joint stock company, trust corporation, authorized representative, governmental entity, or any other entity that subscribes to the services offered under these terms and conditions.

### Customer - Provided Facilities

The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or authorized user other than those provided by the Company.

### Direct Dial Call

The term "Direct Dial Call" denotes a domestic interstate telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

### Domestic Interstate Message Telecommunications Service

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

### Equal Access

The ability of the customer to dial 1+ to access their Primary Interexchange Carrier (PIC) for completion of long distance calls.

### Equal Access Code

An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

### Exchange

The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

### Interstate Telecommunications Service

The term "Interstate Telecommunications Service" denotes the furnishing of direct dial and operator assisted domestic interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among point within the United States.

### Local Exchange Carrier (LEC)

The term "Local Exchange Carrier" denotes any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange.

### Measured Charge

A charge assessed on a per minute basis in calculating the charges due for a completed call.

### Operator Assisted Call

The term "Operator Assisted Call" denotes a domestic interstate telephone connection completed through the use of Operator Services.

### Operator Service Charge

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

### Operator Services

The term "Operator Services" denotes any telecommunication service initiated by a Customer that includes, as a component, any automatic or live assistance to a Customer to arrange for billing or completion, or both, other than automatic completion with billing to the telephone from which the call originated or completion through an access code used by a Customer, with billing to an account previously established with a carrier by the Customer.

### Operator Station Calls

The term "Operator Station Calls" denotes an Operator Assisted Call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

### Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company,

providing domestic or international communications service to the public.

### Person-to-Person Calls

The term "Person-to-Person Call" denotes an Operator Assisted Call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as Operator Station Calls.

### Points of Presence

The term "Points of Presence" denotes the sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

### Presubscribed Provider of Operator Services

The interstate Provider of Operator Services to which the Customer is connected when the Customer places a call using a Provider of Operator Services without dialing an access code.

### Provider of Operator Services

Any common carrier that provides Operator Services or any other person determined by the Federal Communications Commission to be providing Operator Services.

## 3. General Regulations

### 3.1 Service Description

Interstate Telecommunications Service is offered to residential and business Customers of the Company to provide Direct Dial and Operator Assisted Calls placed in the United States. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services offered on a usage sensitive basis. All services are provided subject to the terms and conditions set out in this offering.

### 3.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of services offered herein.

### 3.3 Undertaking of the Company

- (a) The Company undertakes to provide switched Interstate Telecommunications Service in accordance with the terms and conditions set forth in these terms and conditions.

- (b) The Company shall provide Interstate Telecommunications Service as an integral part of the Company's intrastate service offerings. Services are available twenty-four hours per day, seven days per week.
- (c) With respect to the provision of Operator Services, the Company shall:
  - 1. identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call and a second time before the Customer incurs any charge for the call;
  - 2. permit the Customer to terminate the telephone call at no charge before the call is connected;
  - 3. disclose immediately to the Customer, upon request and at no charge to the Customer:
    - (A) A quote of its rates or charges for the call;
    - (B) The methods by which such rates or charges will be collected; (T)
    - (C) The methods by which complaints concerning such rates, charges, or collection practices will be resolved; and (T)
    - (D) That unaffiliated third-party provider charges may apply; (N)
  - 4. withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if the Company reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to interstate common carriers in violation of paragraph 3.3; or (ii) is blocking access to equal access codes in violation of rules the Federal Communications Commission may prescribe.

### 3.4 Use of Service

Customers are prohibited from and by their acceptance of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, or false or invalid numbers is prohibited.

### 3.5 Liability of the Company

#### (a) Liability of the Company

- 1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$2,000.
  3. The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
  4. Except as provided in Sections 3.5(a)1, 2, and 3 of this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- (b) The Company shall not be liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.5(a) above.
  - (c) Under no circumstances whatever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
  - (d) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
  - (e) The Company shall not be liable for any damage to Customer's, premises or equipment arising out of the connection of any of Company equipment associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from the Company's negligence or willful misconduct. Customer will indemnify and save and hold the Company harmless from any claims of the owner of Customer's premises or equipment, or other third-party claims for such damages.

- (f) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer -provided equipment or facilities.
- (g) The Company shall not be liable for damages arising from errors in or omissions of listings in directory assistance records maintained by the local exchange company.
- (h) In the event that no telephone number or an incorrect telephone number is provided, except in cases where the directory assistance location or directory operator equipment, terminals, or transport facilities are out of service, no credit shall be applied to the charge for the directory assistance call. When a directory assistance location or directory assistance operator equipment, terminals, or transport facilities are out of service, a credit equal to the amount of the charge for the affected directory assistance calls shall apply to the Customer's account.

### 3.6 Assignment

- (a) Customer shall not assign or transfer the use of the Company's services except that, where there is no interruption or relocation of use, such assignment or transfer may be made to an assignee Customer, whether an individual, partnership, association or corporation, if the Company consents in writing to such assignment and provided that:
  1. Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below: and
  2. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service.

Consent to such assignment or transfer will not be unreasonably withheld.

- (b) Any permitted assignment or transfer of the Company's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- (c) Customer shall provide written notice to the Company at least forty-five (45) days prior to the effective date of any requested assignment or transfer. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification. All terms and provisions contained in these terms and conditions shall apply to any assignee or transferee.

### 3.7 Access to Interstate Telecommunications Service

Interstate Telecommunications Service is available to any Customer subscribing to any

of the Company's intrastate service offerings in any area in which the Company's intrastate services are offered. Where a Customer subscribes to a direct connection, the Customer may use the Company's Interstate Telecommunications Service by dialing 1 + area code and number, 0 + area code and number, or 00.

### 3.8 Contract Service Arrangements

Any service or combination of services herein, may also be provided under a Customer specific contract arrangement.

1. Rates, charges, terms and conditions for the contract service arrangements will be developed on an individual basis.
2. Unless otherwise specified, the rates, charges, terms and conditions are in addition to those specified in other sections of this Terms and Conditions.

### 3.9 Promotional Services

The Company may, from time to time, engage in special promotions of new or existing offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. These promotional offerings are subject to the availability of services and facilities and may be limited to a specific geographical area or to a subset of a specific market group.

### 3.10 Determination of Rate Mileage

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of a call.

For the purposes of Section 5 following, rate mileage shall be determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communication Research in its NPA-NXX V&H Coordinate Tape. The airline mileage between rate centers is calculated as follows, where V1 and H1 are the vertical and horizontal coordinates, respectively, of Point 1, and where V2 and H2 are the vertical and horizontal coordinates, respectively, of Point 2.

### 3.11 Responsibilities of Customers/Aggregators

3.11.1 The Customer is responsible for placing any necessary orders; for complying with the terms and conditions; and for assuring that Customers comply with these terms and conditions. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to Customers. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers.

### 3.12 Notice

Written notice to Customer is sent to Customer's last known address in Company's invoicing records. Notice shall be deemed given 3 days after postmarked.

### 3.13 Waiver of Trial by Jury

Customer and Company waive their respective rights to a trial by jury of any and all claims or causes of action (including counterclaims) related to or arising out of these Terms and Conditions brought by either party against the other. Any claim or cause of action will be tried by a court trial without a jury. The waiver applies to these Terms and Conditions as amended or modified.

### 3.14 Choice of Law; Jurisdiction

These Terms and Conditions are covered by and construed under the laws of the State of California without regard to choice of law principles.

### 3.15 Waiver of Class Actions

All claims between Customer and Company related to these Terms and Conditions will be litigated individually and Customer may not consolidate, join in an action with other customers who have claims or seek class treatment for any claim, unless previously agreed to in writing by Customer and Company. This waiver applies to these Terms and Conditions as amended or modified, and survives termination of service under these Terms and Conditions.

### 3.16 Severability

If any part of these Terms and Conditions is held invalid or unenforceable, the rest of these Terms and Conditions shall remain in full force and effect unless Company's obligations hereunder are materially impaired.

### 3.17 Headings

Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.

### 3.18 Entire Terms and Conditions

These Terms and Conditions (including any referenced documents and attachments) make up the entire terms and conditions between Customer and company and replace all prior written or spoken terms and conditions, representations, promises or understandings between Customer and Company.

## 4. Payment and Credit Regulations

### 4.1 Rendering of Bills

#### 4.1.1 Billing Period

(a) Regular Billing Period

Regular bills will be rendered at regular intervals.

(b) Minimum Billing Period

When the period for which service is taken is less than one month in the case of service normally furnished on a monthly basis, and less than one year in the case of service normally furnished on a yearly basis, the total fixed charges will not be less than the minimum fixed charge for the particular service involved.

4.1.2 Computation of Bills

(a) Opening and closing bills, except those involving the minimum billing period, and bills for service normally furnished on a monthly basis rendered for periods in excess of or less than a billing month, will be prorated in the proportion of the number of days in the period involved to the number of calendar days in the billing month.

(b) Bills for service normally furnished on an annual basis, except those involving the minimum billing period, rendered for periods of less than one year will be prorated on the basis of one-twelfth of the annual rate for each full month of service or fraction thereof.

4.1.3 Payment of Bills

Payment of bills for service should be made at the office of the Company or to a duly authorized collector of the Company. All charges for exchange and toll service are payable in lawful money of the United States only.

Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

#### 4.1.4 Under and Overcharges

- (a) A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill.
- (b) A detailed statement showing each item comprising a total charge on a monthly bill will be furnished to Customers upon request.
- (c) A bill shall not include any charges for service, equipment, or facilities not ordered by the Customer or furnished after the effective date of a Customer's service discontinuance.
- (d) When discrepancies exist between Customer's service and Company's billing for service, such discrepancies shall be adjusted in accordance with the following:
  - 1. Each item of overcharge (except those covered above) and each item of undercharge shall be determined separately during the period of time the discrepancy occurred.
  - 2. If the overcharges exceed the undercharges as determined in (a) above, the total net overcharge shall be credited to the Customer's bill.
  - 3. If the undercharges exceed the overcharges as determined in (a) above, the Customer will be billed the lesser of (1) the total net undercharge; or (2) monthly net undercharge for a period of three months preceding the date of the bill.
  - 4. The correctness of message toll billing shall be determined separately for each toll message. Each overcharged message shall be credited to a Customer's bill. A bill shall not include any charges for service furnished prior to three months preceding the date of the bill.

4.1.5 Once service is activated, Customer is liable for the payment of all usage charges for services to be provided by the Company to Customer.

4.1.6 Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer, shall be charged to and payable by Customer in addition to the rates indicated in these terms and conditions for Interstate and International Telecommunications Service.

4.1.7 In the event the Company must employ the services of attorneys for collection of charges due under the terms and conditions herein and any separate contract

for Special Services, Customer shall be liable for all costs of collection including a reasonable attorney's fee.

4.1.8 It is the intention of the Company to conform to applicable laws.

4.1.9 Billing Arrangements

Billing Entity Conditions

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

Enforcement Division  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, D.C. 20554

4.2 Security for Payment

4.2.1 Establishment of Credit For Business Service

Each Customer for business service will be required to establish credit, which will be deemed established upon qualifying under any one of the following:

- (a) Applicant is a Customer of the Company for a similar class of service and has paid all bills for service without having been temporarily or permanently discontinued for nonpayment thereof, for a period of twelve consecutive months immediately prior to the date of the present application.
- (b) Applicant has been a Customer of the Company for a similar class of service in the last two years and during the last twelve consecutive months that service was provided has paid all bills for such service, without having been temporarily or permanently discontinued for nonpayment thereof.
- (c) Applicant is the owner of the premises upon which the Company is requested to furnish service, or is the owner of other local business real estate.
- (d) Applicant furnishes a guarantor satisfactory to the Company to

secure payment of bills of applicant for service requested in the application.

- (e) Applicant's credit is otherwise established to the satisfaction of the Company.
- (f) Applicant makes the deposit prescribed below.

#### 4.2.2 Establishment of Credit for Residence Service

Each Customer will be required to furnish a complete application for service, and establish credit in one of the following ways:

- (a) Applicant is a customer of the Company for a similar class of service and has paid all bills for service without having been temporarily or permanently disconnected for nonpayment thereof, for a period of twelve consecutive months prior to the date of the present application. The applicant will provide the Company with the verifiable telephone number of the other service.
- (b) Applicant has been a Customer of the Company in the last two years, and during the last twelve months that service was provided, had paid all bills for such service without having been temporarily or permanently discontinued for nonpayment thereof. The applicant will provide the Company with the verifiable telephone number and disconnection date of the previous service.
- (c) Applicant is the owner of the premises upon which the Company is requested to furnish service, or is the owner of other local real estate.
- (d) Applicant has been continuously employed by present employer (including military) for a period of one year or more, or is retired on pension.
- (e) Applicant's credit is otherwise established to the satisfaction of the Company.
- (f) Applicant furnishes a guarantor satisfactory to the Company to secure payment of bills for the service requested in the application.
- (g) Applicant pays the deposit prescribed below.

#### 4.2.3 Re-Establishment of Credit

- (a) A Customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due the Company for the premises for which service is to be

restored and may be required to pay a reconnection charge as prescribed under "Restoration - Reconnection Charge" and to re-establish credit by making the deposit prescribed below, before service is restored.

- (b) An applicant who previously has been a Customer of the Company and during the last twelve months of that prior service has had service temporarily or permanently discontinued for nonpayment of bills will be required to re-establish credit by making the deposit prescribed below.

#### 4.2.4 Guarantor

The Company will accept a guaranty of payment in lieu of a deposit for residence accounts under the following conditions:

- (a) The guarantor must be an individual (not a business) and must be a concurrent Customer of the Company for residence service in good standing.
- (b) The guarantor, other than a parent or guardian, may guarantee only one account.
- (c) The Company must receive the appropriate form completed and signed by the guarantor.
- (d) The guaranteed amount will be equal to the amount of the deposit requested from the applicant and will remain in force and effect for one year from the installation date of the service or until the applicant's credit is otherwise established.
- (e) When the Company is unable to collect a bill on a guaranteed account, the amount unpaid (not to exceed the guaranteed amount) shall be transferred to the account of the guarantor. The amount transferred to the guarantor's account shall be subject to "Rendering and Payment of Bills," and "Discontinuation and Restoration of Service," as well as any other applicable rule or terms and conditions.

#### 4.2.5 Amount of Deposit

The amount of deposit required to establish credit for residence service will be equal to twice the average monthly billing for the long-distance accounts. Whenever a deposit is taken, normal service connection charges and one month's advance payment may be collected at the time of application.

The amount of the deposit required to establish credit for business service is twice the estimated average monthly bill, but not less than \$25.00.

The amount of deposit required to re-establish credit is equal to twice the

average monthly bill for the last three months, when available.

#### 4.2.6 Return of Deposits

The Company will refund the deposit under the following circumstances:

- (a) When an application for service has been canceled prior to the establishment of service, the deposit will be applied to any charges applicable in accordance with these terms and conditions and the excess portion of the deposit will be returned, and the Customer will be so advised.
- (b) Upon discontinuance of service, the Company will refund, with interest, the Customer's deposit or the balance in excess of unpaid bills for that service, and the Customer will be so advised.
- (c) After the Customer has paid bills for telephone service for twelve (12) consecutive months without having had this service temporarily or permanently discontinued for nonpayment of bills, the Company will refund the deposit with interest.

#### 4.2.7 Interest on Deposits

The Company will compute an 8% simple interest on customer deposits.

No interest will be paid if service is temporarily or permanently discontinued for nonpayment of bills, nor for a fraction of a full month in excess of the number of full months deposits are held.

#### 4.2.8 Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

#### 4.3 Denial of Access to Interstate Telecommunications Service by the Company

The Company expressly retains the right to immediately deny the access to service or discontinue Operator Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than fifteen (15) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

- (b) Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in these terms and conditions governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service disconnection; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- (d) Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with these terms and conditions specified herein and the proper installation and operation of the Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

- (e) Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undo risk.

#### 4.4 Interruptions and Failures of Service

- (a) Credit Allowance for Interruption of Service

The Company will credit a customer's bill in all cases where the Company's service is not available, not due to conduct of the Customer, for a period of 24 hours or more from the time the fact is reported by the Customer or detected by the Company, an amount equal to the fixed monthly charges for service multiplied by the ratio of the number of 24-hour periods out of service to thirty days.

When an out of service period exceeds 24 hours, credit allowance will be given in successive 24-hour multiples for each 24-hour period or major fraction thereof after the initial period.

In no case will the credit allowance for any period exceed the total fixed charges for service for the billing period.

- (b) Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service

temporarily for the purpose of making necessary repairs or changes in its system. When such suspension or interruption of service for an appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at such times as will cause the least inconvenience to the Customers.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

#### 4.5 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 4.3, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

#### 4.6 Reinstitution of Service

If Customer seeks reinstatement of service following denial of service by the Company, Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, and (2) a deposit per section 4, subparagraph 4.2.5 in order to reinstate service.

#### 4.7 Legal Requirements for Refusal or Discontinuance of Service

- (a) The Company may refuse service to a new applicant, and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by California Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- (b) Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Federal Communications Commission and may include therein a request for interim relief.
- (c) The Company, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or Customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule.

- (d) At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the Company, upon written request of the applicant or Customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule.
- (e) Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as consideration for the furnishing of such service.
- (f) The term "person", as used herein, includes a Customer to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.

#### 4.8 Billing Disputes

In the event Customer disputes any charges billed by the Company, Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, provided Customer submits to the Company an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Customer's explanation must be received by the Company within ten (10) days of the bill date of the disputed bill. The Company shall resolve the dispute, within thirty (30) days of receipt of determination of whether any billing adjustment should be made into Customer's account. In making such determination the Company will consider all relevant and credible information provided by Customer as well as any other information reasonably available to the Company. The burden of proof to establish any right to billing adjustments in Customer's favor shall be solely upon Customer. In the event Customer does not agree with the initial determination by the Company relating to amounts in dispute and adjustments, if any, which the Company may agree to make, Customer shall so advise the Company and within ten (10) days following the Company's initial determination shall submit to the Company any additional information which Customer deems pertinent or relevant to the dispute. Within twenty (20) days of the Company's receipt of additional information, the Company shall make its final determination based upon all documentation or information available to the Company. In the event the Company lacks credible evidence to substantiate the Customer's position after a reasonable review and consideration of such information available, the Company shall notify Customer and, if the Company determines that all or any portion of such disputed amount is still owed, Customer shall be required to tender payment of such amount within ten (10) days thereafter.

If Customer withholds the disputed amount thereafter, or within the time required, fails to provide supporting information in writing which sets out a legitimate basis under these terms and conditions for disputing any charges, Customer's account shall be deemed past due and unpaid. In such event, the Company shall be entitled to deny Customer's service immediately and/or require an additional deposit. If the billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to a late payment fee as specified in 4.12 for the period during which such charges remain unpaid.

(a) Reasons for Discontinuance of Service

1. Customer's Request for Service Discontinuance

A Customer may have service discontinued by giving notice of his or her desire not less than two days before its effective date. The Company will hold the Customer responsible for payment of all bills for service furnished until the date specified by the Customer.

The Company will hold a Customer about to vacate premises responsible for all service rendered up to and including the date service is to be discontinued, or the date the Company discovered the removal.

2. Nonpayment of Bills

Monthly bills shall be considered past due if they are not paid within 15 days after date of presentation.

(1) Service to a particular premises, separately served and billed, may be temporarily or permanently discontinued for the nonpayment of a bill for the service furnished, provided the bill therefor has not been paid within the period specified below and the Company informs the Customer with a written 5 day notice:

Thirty calendar days after presentation when bills are rendered yearly;

Five calendar days after presentation of special bills;

Fifteen calendar days after presentation of all other bills.

(2) Service will be temporarily or permanently discontinued and the amount of the charges therefore will be charged against the deposits on hand, any amount of unused deposit will be returned to the Customer but in no case in less than the above prescribed number of days after the first day of presentation of that bill.

(3) Prior Customer Disconnected for Nonpayment of Bills

(A) Residence Service

The Company may not discontinue or deny service at a premises where services provided to a prior Customer were disconnected for nonpayment, except where it is found that the delinquent Customer still resides at that same premises.

The Company may require a written statement from a newly connecting Customer stating that the former Customer at that address was and is not a member of the household, provided:

a. There have been at least two terminations of service at

the same premises, within the preceding twelve (12) months, without full payment of delinquent bills, or

- b. The Company secures evidence from an external source that a fraudulent pattern of nonpayment is probable.

In the event that the statement is falsified, the new Customer will be held liable for the entire delinquent bill owed the Company by the previous Customer and shall also be liable for a deposit.

(B) Business Service

The Company may not discontinue or deny service at a premises where services provided to a prior Customer were disconnected for nonpayment, except where it is found that the delinquent Customer still occupies the same premises or is affiliated with the newly connecting Customer.

The Company may require a written statement from a newly connecting Customer stating that the former Customer at that address was and is not affiliated with their business.

In the event that the statement is falsified the new Customer will be held liable for the entire delinquent bill owed the Company by the previous Customer and shall also be liable for a deposit.

(4) Former Service

A Customer's service may be temporarily or permanently discontinued for nonpayment of a bill for the same class of service (residence or business) previously furnished at a location served by the Company, provided said bill is not paid within fifteen (15) days after the date of presentation at the location of the new or existing service. The written five-day notice required under 2.a., above, is applicable prior to discontinuance of a Customer's service.

(5) Joint-User Service

The Company may refuse to establish joint-user service or it may discontinue an existing joint-user service where the joint user or person or concern desiring joint-user service is indebted to the Company for service previously furnished.

(6) Residential service will not be discontinued for nonpayment of bills for other classes of service.

(7) Under no circumstances may service be discontinued for nonpayment of a bill to correct for previously billed and paid incorrect charges, unless such incorrect charges have resulted from the Customer's not abiding by the filed rules.

3. Unsafe or Prohibited Facilities, Appliances, or Apparatus

The Company may refuse to furnish service on the premises of an applicant for service and may disconnect a Customer's service on a premises if any of the facilities, appliances, or apparatus on such premises are found to be unsafe, and may refuse to furnish service on such premises until the applicant or Customer shall have remedied the unsafe condition.

4. Service Detrimental to Other Customers

The Company will not establish service which will be detrimental to the service of its other Customers, and will discontinue service to any Customer utilizing the service in such a manner as to make it dangerous for occupants of the premises after having been directed by the Company to cease so doing.

5. Fraud

The Company shall have the right to refuse or to discontinue service if the acts of the Customer or the conditions upon Customer's premises are such as to indicate intention to defraud the Company.

6. Failure to Establish or to Re-establish Credit

If, for any applicant's convenience, the Company provides service before credit is established, or continues service to a Customer pending re-establishment of credit and fails, upon written notice, to establish credit, the Company may discontinue service but not sooner than 5 days after giving such notice.

7. Non-Compliance with the Company's Rules

The Company may discontinue service if a Customer fails to comply with any of the rules herein, provided such failure is not remedied within a reasonable time, after due written notice has been given, except as otherwise provided in the rules.

Except as provided by these rules, the Company will not temporarily or permanently discontinue service to any Customer for violation of any rule except upon written notice of at least five days, advising the Customer in what particular such rule has been violated for which service will be discontinued if the violation is not remedied. This notice may be waived in cases of an emergency or in the event of the discovery of a dangerous condition of the Customer's premises or in the case of the Customer's utilizing the telephone service in such a manner as to make it dangerous for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative.

8. Revocation of Permission to Use Property

If the Company's service facilities to the Customer are installed on property other than the Customer's property and the owner of such property revokes his or her permission to use it, the Company shall have the right to discontinue service upon 10 days written notice, without obligation or liability to the Customer. If service is discontinued under these conditions, the Customer may have service re-established under the Company's provisions.

9. Service Not to be Immediately Used

The Company may refuse the installation of service that is not to be used within a reasonable period after installation.

10. Abusive Language by Customers

The Company may discontinue the service of any Customer who uses vile, abusive, or profane language, or impersonates any other individual with fraudulent intent, over any line connected to the Company's system, after the Customer has been advised of that fact.

11. Impairment of Service

(1) If a Customer uses his or her service or equipment in connection with a plan which causes an unusually large volume of calls to be made to such Customer at or about the same time with the result that the service to others is interfered with, the Company will notify in writing said Customer of the problem and the Customer shall then take action to modify such plan so that the problem will be eliminated, or the Customer may subscribe to such additional service and equipment as necessary to handle the unusual volume of calls. Should the Customer not take remedial action within five (5) days, and a second impaired service condition arises, the Company may discontinue the service without further notice.

(2) The Company has the right to refuse service to any premises and at any time to discontinue service, if it finds it necessary to do so to protect itself against abuse. Abuse of service includes, without limiting the generality of the foregoing, the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an associated service charge.

(b) Restoration - Reconnection Charge

The Company may collect the reconnection charge when restoring service which has been temporarily discontinued. Service connection charges set forth will apply when restoring service which has been permanently discontinued in accordance with the provisions of this rule.

#### 4.9 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents and purposes of these terms and conditions or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by a Customer.

#### 4.10 Return Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, a charge of \$10.00 will be assessed.

#### 4.11 Late Payment Charge

Payment will be due as specified on the Customer bill. If payment is not received by the payment date, the late payment charge of 1.5% shall apply to the entire unpaid balance for each month or portion thereof that an outstanding balance remains.

Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with the disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

Service may be denied or discounted at the Company's discretion for nonpayment of amounts due the Company past the due date as specified. Restoration of Service will be subject to all applicable installation charges.

### 5. Federal Universal Service Charge (FUSC), Effective May 1, 2011

The Federal Universal Service Surcharge (FUSC) is an undiscountable monthly charge. The FUSC percentage is applied to the minutes of use for Interstate and International direct dialed calls and toll-free calls. The FUSC percentage is not applicable to charges for communications between two points outside the United States. The FUSC percentage will be equal to the quarterly Universal Service Fund contribution factor established by the Federal Communications Commission (subject to rounding) in effect as of the bill date. The applicable quarterly contribution factor can be found at <http://www.fcc.gov/omd/contribution-factor.html/>.

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### 6. Rates for Interstate Telecommunications Service

#### 6.1 Types of Offerings

Direct Dial Interstate Telecommunications Service is available at the rates listed in 6.2 and Operator Assisted ITS (Operator Station and Person-to-Person) is available at the rates listed in 6.3. Directory Assistance Rates are listed in 5.4.

(a) Determination of Duration

- (i) For Direct Dial and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls, chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- (ii) Chargeable time ends when the connection is terminated.
- (iii) Chargeable time does not include the time lost because of faults or defects in the service.

(b) Determination of Time of Day

- (i) Standard, Discount, and Economy, or Day, Evening, and Night/Weekend times are determined by the local time of the location of the rate center of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station for each rate period applies to the portion of the call occurring within that rate period.

- (ii) The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

- New Year's Day - January 1
- Independence Day - July 4
- Labor Day - First Monday in September
- Thanksgiving Day - Fourth Thursday in November
- Christmas Day - December 25

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- (iii) Day rates are applied Monday through Friday, 8:00 a.m. to, but not including, 5:00 p.m. Evening rates are applied Sunday through Friday, 5:00 p.m. to, but not including, 11:00 p.m. Night/Weekend rates are applied all days, 11:00 p.m. to, but not including, 8:00 a.m. and Saturday 8:00 a.m. to Sunday to, but not including, 5:00 p.m.

(c) Calculation of Billable Time

(i) Initial Period

The initial period is one minute. The specific length of the initial period is indicated on the applicable rate schedule.

(ii) Additional Period

The specific factors used to determine the applicable charges for a call

are indicated on the respective rate schedules. The following factors are common to all interstate rate schedules in this section.

The rate element used to bill for the chargeable time when the interstate call continues beyond the initial period. Additional period begins when the initial period ends (with the second minute of a call for which the initial period is one minute). The additional period for all other calls is 6 seconds. Additional rates apply to each additional period, or any fraction thereof, that chargeable time continues beyond the initial period.

6.2 Direct Dial Service

(a) Rates for Direct Dial Service

DAY RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.2499	\$.025
11- 22	.2599	.026
23- 55	.2699	.027
56- 124	.2699	.027
125- 292	.2799	.028
293-1910	.2799	.028
1911-3000	.2999	.030
3001-4250	.3199	.032
4251-5750	.3499	.035

EVENING RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.1399	\$.014
11- 22	.1499	.015
23- 55	.1599	.016
56- 124	.1599	.016
125- 292	.1599	.016
293-1910	.1799	.018
1911-3000	.1799	.018
3001-4250	.2199	.022
4251-5750	.2299	.023

NIGHT/WEEKEND RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.1199	\$.012
11- 22	.1299	.013
23- 55	.1299	.013
56- 124	.1399	.014
125- 292	.1399	.014

293-1910	.1499	.015
1911-3000	.1599	.016
3001-4250	.1699	.017
4251-5750	.1699	.017

6.3 Rates for Operator-Assisted Service

(a) Operator Station Charge

(i) Usage Sensitive Charge

In addition to the Operator Surcharge described in Section 6.3.a(ii) below, the following usage sensitive charges apply to Operator Station Calls.

DAY RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.2499	\$.025
11- 22	.2599	.026
23- 55	.2699	.027
56- 124	.2699	.027
125- 292	.2799	.028
293-1910	.2799	.028
1911-3000	.2999	.030
3001-4250	.3199	.032
4251-5750	.3499	.035

EVENING RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.1399	\$.014
11- 22	.1499	.015
23- 55	.1599	.016
56- 124	.1599	.016
125- 292	.1599	.016
293-1910	.1799	.018
1911-3000	.1799	.018
3001-4250	.2199	.022
4251-5750	.2299	.023

NIGHT/WEEKEND RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.1199	\$.012
11- 22	.1299	.013
23- 55	.1299	.013
56- 124	.1399	.014

125- 292	.1399	.014
293-1910	.1499	.015
1911-3000	.1599	.016
3001-4250	.1699	.017
4251-5750	.1699	.017

(ii) Operator Surcharge

In addition to the Usage Sensitive Charge described in Section 6.3.a(i) above, the following Operator Surcharges apply to Operator Station Calls:

When the Customer has the capability of dialing all digits necessary to complete a call, but elects to dial only the appropriate operator code ("0", "00" or the carrier code + 0) and requests the operator to dial the called station. An additional surcharge of \$0.55 per call shall be charged in addition to the Operator Assistance charge stated above.

In addition to the Operator Surcharge described in Section 6.3.b(ii) below, the following usage sensitive charges apply to Person-to-Person Calls.

Operator Assistance for Operator Station Calls	\$1.75 per call
Operator Must Assist	\$ .55 per call

(b) Person-to-Person Charge

(i) Usage Sensitive Charge

DAY RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.2499	\$.025
11- 22	.2599	.026
23- 55	.2699	.027
56- 124	.2699	.027
125- 292	.2799	.028
293-1910	.2799	.028
1911-3000	.2999	.030
3001-4250	.3199	.032
4251-5750	.3499	.035

EVENING RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.1399	\$.014
11- 22	.1499	.015
23- 55	.1599	.016
56- 124	.1599	.016

125- 292	.1599	.016
293-1910	.1799	.018
1911-3000	.1799	.018
3001-4250	.2199	.022
4251-5750	.2299	.023

NIGHT/WEEKEND RATES:

<u>RATE</u> <u>MILEAGE</u>	<u>1ST MINUTE</u>	<u>ADDITIONAL</u> <u>6 SECONDS</u>
1- 10	\$.1199	\$.012
11- 22	.1299	.013
23- 55	.1299	.013
56- 124	.1399	.014
125- 292	.1399	.014
293-1910	.1499	.015
1911-3000	.1599	.016
3001-4250	.1699	.017
4251-5750	.1699	.017

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6.4 Directory Assistance

Interstate Directory Assistance, obtained by dialing 1-NPA-555-1212, is provided at a rate of \$0.95 per call.

6.5 Optional Calling Plans

6.5.1 1 Rate Plan

1 Rate is an optional calling plan which offers Customers a flat per-minute rate for all Interstate direct dialed calls. All Interstate long distance calls will be billed at a single per-minute rate, 24 hours per day, 7 days per week. This plan is available to all existing and new

customers. There are no monthly minimum or non-recurring charges with this calling plan.

1 Rate Plan calls are billed as follows:

	<u>Rate:</u>
Per minute, all interstate calls, all periods	\$0.10

Directory Assistance; operator handled;  
And 700, 800, 900 services calls are excluded from this offer.  
Customer cannot enroll in any other Calling Plan in conjunction with the 1 Rate Plan.

#### 6.5.2 Unlimited Nationwide Long Distance

This optional calling plan is available to residential customers only. This plan is not intended to be used to conduct business or used for internet dial up and/or high volume data transfers. If it is determined that the plan use is non-residential in nature or used for internet dial up and/or high volume data transfers, the customer will be notified and the plan will be discontinued.

The package includes Intrastate and Interstate toll and excludes International toll, Directory Assistance and Operator Services.

6.5.2.1 The Unlimited Nationwide Long Distance plan is billed as follows:

	<u>Rate:</u>
(a) Unlimited Nationwide Long Distance	
1. Per month	\$14.95

### 7. International Rates

#### 7.1 International MTS Usage Rates

##### 7.1.1 International MTS Direct Dial Rates

The following usage rates apply to direct dialed calls, which terminate in the specific international locations listed below. Rates specified are applicable 24 hours per day, seven days per week.

Billing increments:

60-second minimum  
60-second increments

7.1.1 International MTS Direct Dial Rates (Continued)

<u>International Terminating Country</u>	<u>Per Minute Rate</u>
Afghanistan	\$6.50
Albania	\$0.80
Algeria	\$0.75
American Samoa	\$0.70
Andorra	\$0.90
Angola	\$0.85
Anguilla	\$1.12
Antarctica	\$1.46
Antarctica	\$2.30
Antigua	\$0.75
Argentina	\$0.75
Armenia	\$1.50
Aruba	\$1.06
Ascension Island	\$2.72
Australia	\$0.38
Australian External Territories	\$0.90
Australia Cellular	\$0.72
Austria	\$0.50
Austria Cellular	\$0.80

### 7.1.1 International MTS Direct Dial Rates (Continued)

<u>International Terminating Country</u>	<u>Per Minute Rate</u>
Azerbaijan	\$1.50
Bahamas	\$0.55
Bahrain	\$0.75
Bangladesh	\$1.20
Barbados	\$0.75
Belarus	\$1.25
Belgium	\$0.34
Belgium Cellular	\$0.75
Belize	\$0.70
Benin	\$1.14
Bermuda	\$1.05
Bhutan	\$2.35
Bolivia	\$0.85
Bosnia-Herzegovina	\$0.70
Botswana	\$0.85
Brazil	\$0.50
Brazil Cellular	\$0.70
British Virgin Islands	\$0.68
Brunei	\$0.55
Bulgaria	\$0.85
Burkina Faso	\$1.70
Burma	\$6.25
Burundi	\$1.00
Cambodia	\$2.50
Cameroon	\$1.25
Canada	\$0.22
Cape Verde Island	\$1.14
Cayman Islands	\$0.55

7.1.1 International MTS Direct Dial Rates (Continued)

International Terminating <u>Country</u>	Per Minute <u>Rate</u>
Central African Rep	\$4.00
Chad	\$4.80
Chile	\$0.65
China	\$1.22
China Cellular	\$0.70
Christmas Island	\$1.55
Cocos Island	\$1.55
Colombia	\$0.80
Comoros	\$4.32
Congo	\$1.30
Cook Islands	\$3.40
Costa Rica	\$0.70
Cote d'Ivoire	\$1.82
Croatia	\$0.85
Cuba	\$1.80
Cyprus	\$0.55
Czech Republic	\$0.68
Denmark	\$0.25
Denmark Cellular	\$0.75
Diego Garcia	\$3.30
Djibouti	\$1.25
Dominica	\$1.12
Dominican Republic	\$0.50
Ecuador	\$0.80
Egypt	\$1.24
El Salvador	\$0.94
Equatorial Guinea	\$1.50
Eritrea	\$1.80

7.1.1 International MTS Direct Dial Rates (Continued)

<u>International Terminating Country</u>	<u>Per Minute Rate</u>
Estonia	\$0.68
Ethiopia	\$2.15
Falkland Islands	\$3.00
Faeroe Islands	\$0.94
Fiji Islands	\$1.45
Finland	\$0.35
Finland Cellular	\$0.78
France	\$0.25
France Cellular	\$0.78
French Antilles	\$0.82
French Guiana	\$0.80
French Polynesia	\$2.00
FSM	\$1.55
Gabon Republic	\$1.00
Gambia	\$0.95
Georgia	\$0.90
Germany	\$0.20
Germany Cellular	\$0.80
Ghana	\$1.08
Gibraltar	\$1.45
Global Maritime Systems (GMS)	\$2.10
Greece	\$0.45
Greenland	\$1.35
Grenada	\$1.12
Guadeloupe	\$0.82
Guantanamo Bay	\$0.94
Guatemala	\$0.85
Guinea	\$1.24
Guinea-Bissau	\$3.34

7.1.1 International MTS Direct Dial Rates (Continued)

International Terminating <u>Country</u>	Per Minute <u>Rate</u>
Guyana	\$2.36
Haiti	\$1.20
Honduras	\$1.15
Hong Kong	\$0.35
Hungary	\$0.50
Hungary Cellular	\$0.70
Iceland	\$0.50
India	\$1.30
Indonesia	\$0.80
Iran	\$1.60
Iraq	\$1.50
Ireland	\$0.25
Ireland Cellular	\$0.70
Israel	\$0.35
Israel Cellular	\$0.65
Italy	\$0.32
Italy Cellular	\$0.70
Ivory Coast	\$1.26
Jamaica	\$0.88
Japan	\$0.25
Japan Cellular	\$0.72
Jordan	\$1.35
Kazakhstan	\$1.00
Kenya	\$1.42
Kiribati	\$3.00
Korea - South	\$0.35
Korea - South Cellular	\$0.55
Korea - North	\$4.16

7.1.1 International MTS Direct Dial Rates (Continued)

<u>International Terminating Country</u>	<u>Per Minute Rate</u>
Kuwait	\$0.70
Kyrgystan	\$2.50
Laos	\$3.62
Latvia	\$1.14
Lebanon	\$1.25
Lesotho	\$1.02
Liberia	\$1.16
Libya	\$0.75
Liechtenstein	\$0.55
Lithuania	\$0.75
Luxembourg	\$0.36
Luxembourg Cellular	\$0.75
Macao	\$0.65
Macedonia	\$0.95
Madagascar	\$4.20
Malawi	\$0.75
Malaysia	\$0.35
Maldives	\$3.12
Mali	\$1.20
Malta	\$0.54
Marshall Islands	\$1.34
Mauritania	\$1.15
Mauritius	\$1.10
Mayotte Island	\$1.35
Mexico	\$0.55
Micronesia	\$1.56
Moldova	\$3.20
Monaco	\$0.40

7.1.1 International MTS Direct Dial Rates (Continued)

International Terminating <u>Country</u>	Per Minute <u>Rate</u>
Mongolia	\$1.60
Montserrat	\$1.20
Morocco	\$1.10
Mozambique	\$1.20
Myanmar/Burma	\$5.52
Namibia	\$1.00
Nauru	\$2.00
Nepal	\$2.22
Netherlands	\$0.25
Netherlands Cellular	\$0.76
Netherlands Antilles	\$0.55
Nevis	\$0.72
New Caledonia	\$2.00
New Zealand	\$0.28
New Zealand Cellular	\$0.70
Nicaragua	\$1.00
Niger	\$1.20
Nigeria	\$1.50
Niue	\$4.44
Norfolk Island	\$4.25
Norway	\$0.24
Norway Cellular	\$0.65
Oman	\$0.85
Pakistan	\$1.35
Palau	\$1.40
Panama	\$0.70
Papua New Guinea	\$1.05
Paraguay	\$0.75

7.1.1 International MTS Direct Dial Rates (Continued)

<u>International Terminating Country</u>	<u>Per Minute Rate</u>
Peru	\$0.60
Peru Cellular	\$0.95
Philippines	\$0.45
Poland	\$0.36
Portugal	\$0.45
Portugal Cellular	\$0.80
Qatar	\$1.36
Reunion Island	\$1.30
Romania	\$0.80
Russia	\$0.80
Rwanda	\$2.35
San Marino	\$2.84
Sao Tome	\$3.40
Saudi Arabia	\$0.85
Senegal	\$1.15
Seychelles Islands	\$0.85
Sierra Leona	\$1.20
Singapore	\$0.27
Slovakia	\$0.50
Slovenia	\$0.60
Soloman Islands	\$2.86
Somalia	\$5.34
South Africa	\$0.90
Spain	\$0.50
Spain Cellular	\$0.60
Sri Lanka	\$0.70
St. Helena	\$2.60
St. Kitts	\$0.63

7.1.1 International MTS Direct Dial Rates (Continued)

International Terminating <u>Country</u>	Per Minute <u>Rate</u>
St. Lucia	\$0.63
St. Pierre	\$1.40
St. Vincent	\$1.10
Sudan	\$1.60
Suriname	\$1.35
Swaziland	\$0.95
Sweden	\$0.25
Sweden Cellular	\$0.80
Switzerland	\$0.30
Switzerland Cellular	\$0.75
Syria	\$1.70
Taiwan	\$0.34
Taiwan Cellular	\$0.60
Tajikistan	\$2.75
Tanzania	\$1.20
Thailand	\$0.75
Togo	\$1.50
Tonga Islands	\$1.75
Trinidad	\$0.65
Tunissia	\$1.00
Turkey	\$0.70
Turkmenistan	\$2.50
Turks/Caicos	\$0.70
Tuvula	\$4.10
Uganda	\$0.86
Ukraine	\$0.75
United Arab Emirates	\$0.70
United Kingdom	\$0.25

7.1.1 International MTS Direct Dial Rates (Continued)

<u>International Terminating Country</u>	<u>Per Minute Rate</u>
United Kingdom Cellular	\$0.80
Uruguay	\$0.64
Uzbekistan	\$0.80
Vanuatu	\$5.50
Vatican City	\$0.58
Venezuela	\$0.80
Venezuela Cellular	\$1.15
Vietnam	\$1.76
Wallis & Futuna	\$4.34
Western Samoa	\$1.10
Yemen	\$1.80
Yugoslavia	\$0.72
Zaire	\$1.12
Zambia	\$0.75
Zimbabwe	\$0.70

7.5 Operator-Assisted Services for Mexico

In addition to the usage sensitive rates established in Section 7.3, the following surcharges apply for Operator-Assisted services:

- |     |  |                 |
|-----|--|-----------------|
| (a) | Operator Assistance for Person-to-Person Calls | \$3.75 per call |
| (b) | Operator Station Charge                        |                 |
|     | Sent Paid                                      | \$2.25 per call |
|     | Other  | \$2.25 per call |

7.6 Operator-Assisted Services for Canada

In addition to the usage sensitive rates established in Section 7.2, the following surcharges apply for Operator-Assisted services:

- |     |  |                 |
|-----|--|-----------------|
| (a) | Operator Assistance for Person-to-Person Calls | \$4.50 per call |
|-----|--|-----------------|

(b) Operator Station Charge

Sent Paid	\$2.25 per call
Other	\$2.25 per call

7.7 Directory Assistance

- |   |                 |
|---|-----------------|
| (a) Directory Assistance in Mexico and Overseas Countries/Areas | \$7.95 per call |
| (b) Canadian Directory Assistance (all services)                | \$0.95 per call |

7.8 Operator Assisted Services (excluding Canada and Mexico)  
Operator Handled Calls

In addition to the usage sensitive rates established in Section 7.1. of the tariff, the following surcharges apply for Operator-Assisted services.

I. Person-to-Person\*

Rate per call  
\$7.00

II. Operator Station:

Rate per call  
\$7.00

III. Operator Station: Sent Paid

Rate per call  
\$4.50

IV. Other\*

Rate per call  
\$4.50

\* Includes Real Time Rated Calls