

RATES, TERMS AND CONDITIONS FOR BUSINESS SERVICE

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1. INTRODUCTION AND GENERAL TERMS

THE RATES, TERMS AND CONDITIONS IN THIS TARIFF CANNOT BE CHANGED NOR MODIFIED IN ANY MANNER UNLESS SUCH CHANGE OR MODIFICATION IS POSTED ON THIS SITE. WE HAVE THE RIGHT TO MAKE CHANGES OR MODIFICATIONS IN OUR DISCRETION AND WITHOUT PRIOR NOTICE. NO CHANGE WILL BE EFFECTIVE SOONER THAN 24 HOURS PRIOR TO SUCH CHANGE BEING POSTED AT THIS SITE.

ONCE A CHANGE IS MADE, INCLUDING RATE CHANGES, EACH CUSTOMER AFFECTED BY THAT CHANGE IS SUBJECT TO THE CHANGED RATES, TERMS OR CONDITIONS. IN ADDITION, YOUR CONTINUED USE OF OUR COMPANY'S SERVICES, YOUR ORDER OF NEW SERVICE, ANY ORDER FOR A CHANGE OR ADDITION OF SERVICE, OR THE PAYMENT OF ANY INVOICE FOR SERVICES RENDERED SIGNIFIES YOUR CONSTRUCTIVE, IF NOT ACTUAL, NOTICE AND YOUR ACCEPTANCE OF THE RATES, TERMS AND CONDITIONS AFFECTING YOUR NEW, CHANGED OR ADDITIONAL SERVICE THAT ARE IN EFFECT AT THE TIME YOU USE THE SERVICES. CONSTRUCTIVE NOTICE MEANS THAT YOU ARE CHARGED WITH BEING AWARE OF THE RATES, TERMS AND CONDITIONS EVEN IF YOU HAVE NOT ACTUALLY SEEN THE RATE, TERM OR CONDITION GOVERNING YOUR SERVICE.

VALIDITY OF TERMS. IN THE EVENT THAT ONE OR MORE PROVISIONS OF THE TERMS SHALL, FOR ANY REASON, BE HELD TO BE INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY RESPECT, SUCH VALIDITY, ILLEGALITY, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION CONTAINED IN THE TERMS, WHICH SHALL REMAIN VALID AND ENFORCEABLE.

RESTRICTIONS ON USE OF SITE. COMPANY HEREBY AUTHORIZES YOU TO COPY THE MATERIALS PUBLISHED ON THIS SITE (THE "MATERIALS") EXCLUSIVELY FOR NON-COMMERCIAL USE BY YOU PERSONALLY OR WITHIN YOUR ORGANIZATION. THE DESIGN AND LAYOUT OF THE SITE ARE SPECIFICALLY EXCLUDED FROM THE MATERIALS. NO OTHER USE OF THE MATERIALS IS AUTHORIZED. IN CONSIDERATION OF THIS AUTHORIZATION, YOU AGREE THAT ANY COPY OF THE MATERIALS (OR ANY PORTION OF THE MATERIALS) THAT YOU MAKE SHALL RETAIN ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES CONTAINED HEREIN OR THEREIN.

PROPERTY RIGHTS. THE PRODUCTS, TECHNOLOGY, AND/OR PROCESSES DESCRIBED IN THIS SITE MAY BE THE SUBJECT OF INTELLECTUAL PROPERTY RIGHTS RESERVED BY COMPANY OR OTHER THIRD PARTIES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CONFERRING ON YOU IN ANY MANNER, WHETHER BY IMPLICATION, ESTOPPEL OR OTHERWISE, ANY LICENSE, TITLE, OR OWNERSHIP OF OR TO ANY INTELLECTUAL PROPERTY RIGHT OF COMPANY OR ANY THIRD PARTY.

GENERAL DISCLAIMER. THE MATERIALS HAVE BEEN COMPILED BY COMPANY FROM INTERNAL AND EXTERNAL SOURCES. HOWEVER, WHILE COMPANY HAS ATTEMPTED TO PROVIDE ACCURATE INFORMATION ON THE SITE, NO REPRESENTATION IS MADE OR WARRANTY GIVEN AS TO THE COMPLETENESS OR ACCURACY OF THE MATERIALS. IN PARTICULAR, YOU SHOULD BE AWARE THAT THE MATERIALS MAY BE INCOMPLETE, MAY CONTAIN ERRORS, OR MAY HAVE BECOME OUT OF DATE. YOU SHOULD THEREFORE VERIFY INFORMATION OBTAINED FROM THIS SITE BEFORE YOU TAKE ANY ACTION UPON IT. NO ADVICE OR INFORMATION, WHETHER ORAL

OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

THE INFORMATION PROVIDED ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE ARE NOT LIABLE FOR ANY DAMAGES SUFFERED BY OR INJURY CAUSED TO YOU, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, AND/OR INCIDENTAL DAMAGES, RESULTING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS, THIS SITE, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED IN THE SITE, EVEN IF WE AND/OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE PERIODICALLY SCHEDULE SYSTEM DOWNTIME FOR MAINTENANCE AND OTHER PURPOSES. UNPLANNED SYSTEM OUTAGES ALSO MAY OCCUR. WE HAVE NO LIABILITY WHATSOEVER FOR THE RESULTING UNAVAILABILITY OF THE WEB SITE OR FOR ANY LOSS OR TRANSACTIONS CAUSED BY PLANNED OR UNPLANNED SYSTEM OUTAGES OR THE RESULTING DELAY, MISDELIVERY, OR NON-DELIVERY OF DATA OR OTHER INFORMATION CAUSED BY SUCH SYSTEM OUTAGES, OR ANY THIRD PARTY ACTS OR ANY OTHER OUTAGES OF WEB HOST PROVIDERS OR THE INTERNET INFRASTRUCTURE AND NETWORK EXTERNAL TO THE SITE.

LINKS TO THIRD PARTY WEB SITES: FRAMING. THIS SITE MAY PROVIDE LINKS OR REFERENCES TO OTHER SITES. WE HAVE NO RESPONSIBILITY FOR THE CONTENT OF THESE OTHER SITES, DO NOT MAKE ANY REPRESENTATIONS OR GIVE ANY WARRANTIES WITH RESPECT TO ANY INFORMATION CONTAINED IN OR AT THESE OTHER SITES, AND SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY ARISING FROM THE CONTENT OF THESE OTHER SITES. WE DO NOT ENDORSE COMPANIES OR PRODUCTS TO WHICH WE HAVE PROVIDED LINKS. ANY LINKS TO OTHER SITES ARE PROVIDED MERELY AS A CONVENIENCE TO YOU AS A USER OF THIS SITE AND, IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY SITES LINKED TO THIS SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK. WE RESERVE THE RIGHT TO TERMINATE ANY LINK OR LINKING PROGRAM AT ANY TIME. YOU ACKNOWLEDGE THAT THIS SITE MAY LINK TO OTHER WEB SITES NOT CONTROLLED BY US AND THAT WE ARE NOT RESPONSIBLE FOR THE DATA COLLECTION POLICIES OF THESE SITES. YOU ARE ADVISED TO CONSULT THE TERMS OF USE, ACCEPTABLE USE POLICIES, OR OTHER AGREEMENTS OF EACH WEB SITE YOU VISIT.

THERE MAY BE CIRCUMSTANCES WHERE ACCESS TO THIS SITE IS PROVIDED BY A HYPERTEXT LINK LOCATED AT ANOTHER WEB SITE. WE DO NOT MAKE ANY REPRESENTATIONS OR GIVE ANY WARRANTIES WITH RESPECT TO ANY INFORMATION CONTAINED IN OR AT THESE OTHER SITES AND WE ARE NOT LIABLE FOR ANY DAMAGES OR INJURY ARISING FROM THE CONTENT OF THESE OTHER SITES. WE DO NOT ENDORSE THE INDIVIDUALS, COMPANIES OR OTHER SIMILAR ENTITIES, OR ANY PRODUCTS OR MATERIALS ASSOCIATED WITH SUCH INDIVIDUALS, COMPANIES OR OTHER SIMILAR ENTITIES, WHICH PROVIDE A LINK TO THIS SITE AT THEIR WEB SITES. UNLESS APPROVED IN WRITING IN ADVANCE BY US, YOU AGREE NOT TO: (A) PROVIDE OR CREATE A LINK TO THIS SITE; AND (B) NOT TO CREATE ANY FRAMES AT ANY OTHER WEB SITES PERTAINING TO ANY OF THE MATERIALS LOCATED AT THIS SITE.

REVISIONS AND ERRORS. THE MATERIALS PUBLISHED ON THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES -- INCLUDING, BUT NOT LIMITED TO, QUOTED PRICES -- MAY BE MADE PERIODICALLY TO THE MATERIALS. WE MAY ALSO MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCTS AND SERVICES AND/OR THE PROGRAMS DESCRIBED IN THE MATERIALS AT ANY TIME WITHOUT NOTICE. WE HAVE THE RIGHT TO REVISE THESE TERMS AT ANY TIME BY UPDATING THIS POSTING. BY LINKING, ACCESSING, BROWSING, AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY ANY SUCH REVISIONS AND SHOULD THEREFORE PERIODICALLY VISIT THIS SITE TO DETERMINE THE THEN-CURRENT TERMS TO WHICH YOU ARE BOUND.

DISCLOSURE: FORWARD-LOOKING STATEMENTS. SOME OF THE MATERIALS MAY CONTAIN PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS REGARDING FUTURE EVENTS OR OUR FUTURE FINANCIAL OR TECHNICAL PERFORMANCE. WE WISH TO CAUTION YOU THAT THESE STATEMENTS ARE ONLY PREDICTIONS AND ACTUAL EVENTS OR RESULTS MAY DIFFER

MATERIALLY. ALTHOUGH SUCH PROJECTIONS AND OTHER FORWARD-LOOKING STATEMENTS ARE ACCURATE AT THE TIME THEY ARE MADE AVAILABLE, SUCH INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OF ANY KIND TO YOU AND/OR ANY THIRD PARTY INCLUDING WARRANTIES AS TO ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WE ASSUME NO OBLIGATION TO UPDATE OR ENSURE THE ACCURACY OF THE PROJECTIONS AND FORWARD-LOOKING STATEMENTS POSTED ON THIS SITE. WE ARE NOT LIABLE FOR ANY ERRORS OR DELAYS IN THE DELIVERY OF SUCH INFORMATION PROVIDED THROUGH THIS SITE OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON.

YOUR COMMUNICATIONS WITH US. SUBJECT TO THE PARAMETERS AND RESTRICTIONS SET FORTH IN OUR ONLINE PRIVACY POLICY, WE ARE UNDER NO OBLIGATION TO REFRAIN FROM REPRODUCING, PUBLISHING, OR OTHERWISE USING COMMUNICATIONS YOU SEND TO OR RECEIVE FROM THIS SITE OR OTHERWISE SEND TO OR RECEIVE FROM US BY ELECTRONIC MAIL OR OTHER ELECTRONIC MEANS, INCLUDING ANY IDEAS, INVENTIONS, CONCEPTS, TECHNIQUES, OR KNOW-HOW DISCLOSED THEREIN, FOR ANY PURPOSE, INCLUDING THE DEVELOPING, MANUFACTURING, AND/OR MARKETING OF PRODUCTS OR SERVICES INCORPORATING SUCH INFORMATION. YOU HEREBY GIVE US YOUR CONSENT TO USE YOUR PERSONAL DATA CONSISTENT WITH OUR ONLINE PRIVACY POLICY.

PRODUCTS AND SERVICES AVAILABILITY. WE MAY PROVIDE ACCESS TO INTERNATIONAL INFORMATION, WHICH INFORMATION MAY CONTAIN REFERENCES OR CROSS REFERENCES TO PRODUCTS, PROGRAMS, AND SERVICES THAT ARE NOT CURRENTLY AVAILABLE IN YOUR COUNTRY. OUR PROVISION OF REFERENCES TO SUCH PRODUCTS, PROGRAMS, AND SERVICES DOES NOT NECESSARILY MEAN OR OTHERWISE IMPLY THAT THE PRODUCTS, PROGRAMS, AND SERVICES ANNOUNCED OR DISCUSSED ARE AVAILABLE IN COUNTRIES OTHER THAN YOUR COUNTRY. ALSO, WE ARE A SERVICE PROVIDER OPERATING IN SOME, BUT NOT ALL, MARKETS. THEREFORE, WE MAY PROVIDE ACCESS TO INFORMATION THAT MAY CONTAIN REFERENCES OR CROSS REFERENCES TO PRODUCTS, PROGRAMS, AND SERVICES THAT ARE NOT ANNOUNCED OR AVAILABLE IN ALL MARKETS. OUR PROVISION OF REFERENCES TO SUCH PRODUCTS, PROGRAMS, AND SERVICES DOES NOT NECESSARILY MEAN OR OTHERWISE IMPLY THAT THE PRODUCTS, PROGRAMS, AND SERVICES ANNOUNCED OR DISCUSSED ARE AVAILABLE IN ALL MARKETS WHERE WE CONDUCT BUSINESS.

WAIVER. NO DELAY OR OMISSION BY US TO EXERCISE ANY RIGHT OCCURRING UPON ANY NONCOMPLIANCE ON YOUR PART WITH RESPECT TO ANY OF THE TERMS OF THIS AGREEMENT SHALL IMPAIR ANY SUCH RIGHT OR POWER OR BE CONSTRUED TO BE A WAIVER THEREOF. ANY WAIVER BY US OF ANY OF THE COVENANTS, CONDITIONS, OR AGREEMENTS TO BE PERFORMED BY YOU SHALL NOT BE CONSTRUED TO BE A WAIVER OF ANY SUCCEEDING BREACH THEREOF OR OF ANY COVENANT, CONDITION, OR AGREEMENT HEREIN CONTAINED.

TRADEMARK INFORMATION. ANY PRODUCT, SERVICE OR NAME THAT ARE TRADEMARKS, SERVICE MARKS OR CONSTITUTE OTHER OF OUR PROPRIETARY RIGHTS MAY BE USED PUBLICLY ONLY WITH OUR PRIOR PERMISSION.

APPLICATION OF TARIFF. THIS TARIFF CONTAINS OUR REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF INBOUND AND OUTBOUND LONG DISTANCE TELEPHONE SERVICE. SERVICE IS FURNISHED SUBJECT TO THE AVAILABILITY OF FACILITIES AND SUBJECT TO TRANSMISSION, ATMOSPHERIC AND LIKE LIMITATIONS. CALLS TO A FOREIGN COUNTRY OR AREA, OR CALLS ROUTED THROUGH A FOREIGN COUNTRY OR AREA, ARE SUBJECT TO SUCH RESTRICTIONS AS MAY BE ENFORCED FROM TIME TO TIME BY THE AUTHORITIES IN THAT COUNTRY OR AREA.

COMPANY NAME AND ADDRESS. OPTIC COMMUNICATIONS REGISTERED OFFICE: CORPORATION SERVICE COMPANY, 2711 CENTERVILLE ROAD, SUITE 400, WILMINGTON, DELAWARE 19808, UNITED STATES. BUSINESS ADDRESS: BUSINESS ADDRESS: REGUS HOUSE, BLOCK 4, HARCOURT CENTRE, HARCOURT ROAD, DUBLIN 2, IRELAND.

## 2. DEFINITIONS AND ABBREVIATIONS

CALLING CARD - CARDS ISSUED BY THE COMPANY AT A CUSTOMER'S REQUEST FOR THE PURPOSE OF MAKING LONG DISTANCE CALLS THE CHARGES FOR WHICH ARE ACCRUED AND BILLED ON THE CUSTOMER'S NEXT INVOICE.

CARIBBEAN COUNTRIES - ANGUILLA, ASCENSION ISLAND, ANTIGUA, BAHAMAS, BARBADOS, BERMUDA, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, DOMINICAN REPUBLIC, GRENADA, JAMAICA, ST. KITTS, NEVIS, MONTserrat, ST. LUCIA, TURKS/CAICOS, TRINIDAD/TOBAGO, ST. VINCENT.

COMPANY - WHENEVER USED IN THIS TARIFF, "COMPANY" REFERS TO THE ENTITY PROVIDING TELECOMMUNICATIONS SERVICES UNDER THIS TARIFF.

CUSTOMER - ANY PERSON, FIRM, PARTNERSHIP, CORPORATION, OR OTHER ENTITY RESPONSIBLE FOR PAYMENT FOR TELECOMMUNICATIONS SERVICES AND FOR COMPLYING WITH THE TERMS AND CONDITIONS OF THIS TARIFF.

GROSS RECEIPTS - CUSTOMER'S TOTAL CHARGES BILLED PER INVOICE, INCLUDING ALL CALL UNITS, MISCELLANEOUS CHARGES, FEES, ASSESSMENTS, TAXES AND ANY OTHER CHARGE IN CONNECTION WITH THE SERVICES RENDERED AND FOR WHICH CUSTOMER IS INVOICED AND FOR WHOSE PAYMENT CUSTOMER IS RESPONSIBLE.

SWITCHED ACCESS - THE METHOD FOR ACCESSING THE CARRIER'S NETWORK BY USING THE LOCAL EXCHANGE TELEPHONE SWITCHED NETWORK.

TOLL FREE ACCESS SERVICE (TFAS) - SERVICE ACCESSED BY DIALING THE PREFIXES FOR TOLL FREE ACCESS LONG DISTANCE SERVICES.

TOTAL CALL UNITS (TCU) - THE SUM OF ALL CALL UNITS WHICH DETERMINES THE TOTAL SERVICE CHARGES APPLICABLE TO A CALL.

## 3. ADMINISTRATIVE TERMS AND CONDITIONS

UNDERTAKING OF COMPANY. OUR SERVICES ARE FURNISHED TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK TO MAKE LONG DISTANCE CALLS.

LIMITATIONS. OUR SERVICES ARE OFFERED SUBJECT TO THE AVAILABILITY OF THE NECESSARY FACILITIES AND EQUIPMENT AND WE RESERVE THE RIGHT TO DISCONTINUE OR LIMIT SERVICE WHEN NECESSITATED BY CONDITIONS BEYOND OUR CONTROL, OR IF YOU USE OUR SERVICES IN VIOLATION OF THIS TARIFF OR THE LAW.

WE DO NOT UNDERTAKE TO TRANSMIT MESSAGES, THAT IS, WE ARE NOT AND WILL NOT BE LIABLE FOR ERRORS IN TRANSMISSION OR FOR FAILURE TO ESTABLISH CONNECTIONS.

WE WILL REFUSE TO PROCESS CALLING CARD CALLS WHEN AUTHORIZATION FOR USE OF THE CARD CANNOT BE VALIDATED.

WE RESERVE THE RIGHT TO DISCONTINUE SERVICE, LIMIT SERVICE, OR TO IMPOSE REQUIREMENTS ON YOU AS OUR CUSTOMER WHEN REQUIRED TO MEET CHANGING REGULATORY OR STATUTORY RULES AND STANDARDS, OR WHEN SUCH RULES AND STANDARDS HAVE AN ADVERSE MATERIAL AFFECT ON THE BUSINESS OR ECONOMIC FEASIBILITY OF PROVIDING SERVICE. THE EXERCISE OF THESE RIGHTS WILL BE DETERMINED BY US IN OUR REASONABLE JUDGMENT.

ASSIGNMENT OR TRANSFER. ALL SERVICES PROVIDED UNDER THIS TARIFF ARE DIRECTLY OR INDIRECTLY CONTROLLED BY US AND YOU MAY NOT TRANSFER OR ASSIGN YOUR SERVICE OR FACILITIES WITHOUT OUR EXPRESS WRITTEN CONSENT. IF WE DO GIVE OUR CONSENT, ANY TRANSFER OR ASSIGNMENT IS APPROVED ONLY IF THE TRANSFER OR ASSIGNMENT CAN BE COMPLETED WITHOUT AN INTERRUPTION IN THE USE OR A CHANGE IN LOCATION OF OUR SERVICE OR FACILITIES. ALL TERMS AND CONDITIONS CONTAINED IN THIS TARIFF APPLY TO EACH APPROVED TRANSFEREE OR ASSIGNEE.

USE. OUR SERVICES PROVIDED UNDER THIS TARIFF MAY BE USED FOR ANY LAWFUL PURPOSE FOR WHICH OUR SERVICE IS TECHNICALLY SUITED.

GENERAL CUSTOMER ELIGIBILITY REQUIREMENTS. WE OFFER SERVICE IF YOU MEET THE FOLLOWING GENERAL ELIGIBILITY REQUIREMENTS. ADDITIONAL ELIGIBILITY REQUIREMENTS MAY APPLY FOR SPECIFIC SERVICES AND WILL BE DESCRIBED AND PRESCRIBED IN THE SECTIONS OF THIS TARIFF APPLICABLE TO EACH SERVICE OFFERING BASED ON SPECIFIC ELIGIBILITY REQUIREMENTS IN ADDITION TO THOSE FOLLOWING.

NO NON-PAYMENT OF CHARGES. AT ANY TIME WITHIN ONE YEAR PRIOR TO ORDERING SERVICE FROM US, YOU MAY NOT HAVE HAD YOUR ACCOUNT WITH ANOTHER TELECOMMUNICATIONS SERVICE PROVIDER CANCELED FOR NON-PAYMENT OF CHARGES.

TIMELY PAYMENT OF CHARGES. AT ANY TIME WITHIN THE SIX (6) MONTHS PRIOR TO ORDERING SERVICE FROM US, YOU MAY NOT HAVE HAD ANY HISTORY OF LATE PAYMENT CHARGES FOR SERVICES PROVIDED BY ANOTHER TELECOMMUNICATIONS SERVICE PROVIDER.

NO HISTORY OF DELINQUENCIES. PRESENTLY, OR AT ANY TIME DURING A PREVIOUS SERVICE PERIOD WITH US OR ANY COMMONLY OWNED TELECOMMUNICATION SERVICE PROVIDER, YOU MAY NOT HAVE HAD OR HAVE ANY DELINQUENCIES IN PAYMENT OF APPLICABLE CHARGES.

CREDITWORTHINESS. PRIOR TO AND AT ALL TIMES DURING SERVICE TERMS, YOU MUST HAVE AND MAINTAIN CREDIT WORTHINESS DETERMINED TO BE SATISFACTORY TO US IN OUR SOLE AND ABSOLUTE DISCRETION.

LIMITATIONS ON OUR LIABILITIES IN RENDERING SERVICE. OUR LIABILITY FOR DAMAGES ARISING OUT OF MISTAKES, INTERRUPTIONS, OMISSIONS, DELAYS, ERRORS, OR DEFECTS IN TRANSMISSION THAT OCCUR IN THE COURSE OF FURNISHING SERVICE OR FACILITIES, SHALL IN NO EVENT EXCEED THE AMOUNT EQUAL TO THE APPLICABLE CHARGES FOR THE PERIOD DURING WHICH THE PROBLEM WITH THE TRANSMISSION(S) OCCUR. HOWEVER, CUSTOMERS WHO HAVE ENTERED INTO TELECOMMUNICATION SERVICE AGREEMENTS WHICH STATE THAT COMPANY SHALL BE LIABLE FOR LIQUIDATED DAMAGES IN THE AMOUNT OF TWO TIMES THE CUSTOMER'S MONTHLY LONG DISTANCE BILLINGS WITH THEIR PREVIOUS CARRIER, IN THE EVENT OF BREACH OF SAID AGREEMENT BY COMPANY, SHALL BE ENTITLED TO SAID LIQUIDATED DAMAGES IN THE EVENT OF COMPANY BREACH.

ALSO, WE ARE NOT LIABLE FOR CLAIM OR LOSS, EXPENSE OR DAMAGE (INCLUDING INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE), FOR ANY INTERRUPTION, DELAY, ERROR, OMISSION, OR DEFECT IN ANY SERVICE, FACILITY OR TRANSMISSION PROVIDED UNDER THIS TARIFF, IF CAUSED BY ANY PERSON OR ENTITY OTHER THAN OURSELVES, NOR ARE WE LIABLE FOR ANY MALFUNCTION OF ANY SERVICE OR FACILITY PROVIDED BY ANY OTHER TELECOMMUNICATIONS SERVICE PROVIDER, OR BY AN ACT OF GOD, FIRE, WAR, CIVIL DISTURBANCE, OR ACT OF GOVERNMENT, OR BY ANY OTHER CAUSE BEYOND OUR CONTROL.

USE OF RECORDING DEVICES. CALLS TO AND FROM COMPANY ARE RECORDED FOR QUALITY ASSURANCE PURPOSES.

TAXES, SURCHARGES AND UTILITY FEES. TAXES, INCLUDING BUT NOT LIMITED TO VAT TAXES, ARE LISTED SEPARATELY AND ARE NOT INCLUDED IN THE RATES LISTED IN THIS TARIFF.

INACTIVE LINE CHARGE SERVICE FEE- CUSTOMERS MAY BE CHARGED AN ADDITIONAL SERVICE FEE, BEYOND ANY APPLICABLE MONTHLY SERVICE FEE, IN THE AMOUNT OF €5.00, IF THE CUSTOMER TELEPHONE LINE GENERATES LESS THAN TWENTY EUROS (€20.00) PER MONTH IN LONG DISTANCE CHARGES, FOR SIX CONSECUTIVE MONTHS, TO FURTHER OFFSET THE COSTS ASSOCIATED WITH MAINTAINING THE CUSTOMER'S ACCOUNT.

PAYMENT FOR SERVICE. SERVICE IS PROVIDED AND BILLING IS ON A MONTHLY BASIS. SERVICE CONTINUES TO BE PROVIDED UNTIL THIRTY DAYS AFTER OUR RECEIPT OF A WRITTEN REQUEST FROM YOU FOR THE DISCONNECTION OF SERVICE, UNLESS OTHER RESTRICTIONS APPLY. IN ADDITION TO CHARGES FOR OUR SERVICE, YOU MUST PAY ANY APPLICABLE TAXES, AND/OR

ASSESSMENTS OR FEES RESULTING FROM THE SERVICES FURNISHED BY US. SUCH TAXES, ASSESSMENTS OR FEES SHALL NOT BE COUNTED TOWARD THE ATTAINMENT OF ANY VOLUME OR REVENUE COMMITMENT AND WILL NOT BE DISCOUNTED.

YOU ARE RESPONSIBLE FOR PAYMENT OF ALL CHARGES FOR SERVICES FURNISHED BY US. THIS INCLUDES PAYMENT FOR CALLS OR SERVICES (A) ORIGINATED AT YOUR TELEPHONE NUMBER(S) WHETHER AUTHORIZED OR NOT; (B) ACCEPTED AT YOUR NUMBER(S) (E.G., TOLL-FREE SERVICE CALLS, COLLECT CALLS); (C) BILLED TO YOUR NUMBER(S) VIA THIRD NUMBER BILLING, THE USE OF A CALLING CARD, OR THE USE OF AN AUTHORIZATION CODE, CALLING CARD NUMBER, OR OTHER SPECIAL BILLING NUMBER WE ASSIGNED AT YOUR REQUEST; AND/OR (D) INCURRED AT YOUR OR YOUR REPRESENTATIVE'S SPECIFIC REQUEST.

AS A CUSTOMER OF OUR TFAS, YOU ARE RESPONSIBLE FOR PAYMENT FOR ALL CALLS PLACED TO OR VIA YOUR TFAS NUMBER(S). THIS RESPONSIBILITY IS NOT CHANGED BY VIRTUE OF ANY USE, MISUSE, OR ABUSE OF YOUR SERVICE OR CUSTOMER-PROVIDED SYSTEMS, EQUIPMENT, FACILITIES OR SERVICES INTERCONNECTED TO YOUR TFAS, WHICH USE, MISUSE OR ABUSE MAY BE OCCASIONED BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION, YOUR EMPLOYEES AND MEMBERS OF THE PUBLIC WHO DIAL YOUR TFAS NUMBER(S) BY MISTAKE.

IF NOTICE OF A DISPUTE AS TO YOUR CHARGES IS NOT RECEIVED, IN WRITING, WITHIN THIRTY (30) DAYS AFTER AN INVOICE IS RENDERED, THAT INVOICE SHALL BE DEEMED CORRECT AND IS BINDING UPON YOU. IF YOU HAVE A LEGITIMATE DISPUTE, YOU ARE NONETHELESS REQUIRED TO PAY THE UNDISPUTED PORTION OF YOUR BILL IN ITS ENTIRETY. IF YOUR ACCOUNT IS NOT PAID WITHIN THIRTY-THREE (33) DAYS FROM THE DATE WE POST YOUR CHARGES TO YOUR INVOICE, ALL APPLICABLE CHARGES FOR THE IMMEDIATELY PRECEDING BILLING PERIOD (THE "CURRENT INVOICE") ARE DELINQUENT. CURRENT INVOICES ARE MAILED, E-MAILED OR OTHERWISE SENT TO YOU ON OR BY THE SAME DATE ALL CHARGES ARE FINALLY POSTED FOR THE IMMEDIATELY PRECEDING BILLING PERIOD. DELINQUENT PAYMENTS MAY RESULT IN THE IMPOSITION OF A LATE FEE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE PER MONTH OR THE MAXIMUM ALLOWABLE UNDER APPLICABLE LAW

COLLECTION PROCEDURES AND OBLIGATIONS. IN THE EVENT WE MUST INCUR FEES OR EXPENSES, INCLUDING ATTORNEY'S FEES, TO COLLECT, OR ATTEMPT TO COLLECT, ANY CHARGES OWED BY YOU, INCLUDING CHARGES ALLEGED TO HAVE RESULTED FROM FRAUD OR ABUSE OF YOUR SERVICES, YOU ARE FULLY LIABLE FOR ALL SUCH FEES AND EXPENSES, INCLUDING OUR REASONABLE ATTORNEY'S FEES, INCURRED TO COLLECT OR TO ATTEMPT TO COLLECT OUR CHARGES AND ARE FURTHER SUBJECT TO THE FOLLOWING LEGAL REQUIREMENTS.

YOU MUST PAY ALL CHARGES DUE AND OWING IRRESPECTIVE OF ANY CLAIMS OF LOSS, LIABILITY, SET OFF, DAMAGES, OR OTHER CLAIMS AGAINST US TO WHICH YOU MAY CLAIM TO BE ENTITLED. YOUR DUTY TO PAY SUCH CHARGES SHALL ARISE UPON OUR DEMAND FOR PAYMENT AND YOU MAY NOT DELAY OR DEFER PAYMENT BECAUSE OF THE COMMENCEMENT OF ANY LEGAL OR EQUITABLE ACTION BY YOU OR BY US IN CONNECTION WITH SUCH CHARGES INCURRED UNDER THIS TARIFF.

COMPANY MAKES EVERY EFFORT TO RESOLVE DISPUTES WITH CUSTOMERS. IN THE EVENT THAT THE PARTIES ARE UNABLE TO RESOLVE ANY DISPUTE, CUSTOMER MAY FILE A DISPUTE WITH ANY RECOGNISED DISPUTE RESOLUTION SERVICE, SUCH AS COMREG.

IN THE EVENT WE DO INCUR FEES OR EXPENSES, INCLUDING ATTORNEY'S FEES, IN COLLECTING, OR ATTEMPTING TO COLLECT, ANY CHARGES OWED BY YOU, WE WILL CHARGE YOU ALL SUCH FEES AND EXPENSES REASONABLY INCURRED, INCLUDING THE LATE PAYMENT FEE ON THE UNPAID CHARGES ACCRUING AT A RATE OF ONE-AND-ONE HALF PERCENT (1.5%) PER MONTH. LATE PAYMENT FEES ON UNPAID CHARGES SHALL BEGIN TO ACCRUE THIRTY-THREE (33) DAYS FROM THE DATE WE POST TO YOUR INVOICE ALL YOUR APPLICABLE CHARGES FOR THE IMMEDIATELY PRECEDING BILLING PERIOD (THE "CURRENT INVOICE"). CURRENT INVOICES ARE MAILED E-MAILED, OR OTHERWISE SENT TO YOU ON OR BY THE SAME DATE ALL CHARGES ARE FINALLY POSTED FOR THE IMMEDIATELY PRECEDING BILLING PERIOD. LATE PAYMENT FEES ARE SEPARATE AND DISTINCT FROM ATTORNEY'S FEES AND OTHER COSTS INCURRED IN COLLECTING CHARGES OWED TO US.

WE SHALL ASSESS A CHARGE OF €25.00 WHENEVER A CHECK OR DRAFT PRESENTED FOR PAYMENT OF SERVICE IS NOT ACCEPTED BY THE INSTITUTION ON WHICH IT IS WRITTEN.

DEPOSITS. YOU ARE REQUIRED TO ESTABLISH CREDIT. IF YOU HAVE NOT OR DO NOT ESTABLISH CREDIT TO OUR SATISFACTION, WE WILL REQUIRE A DEPOSIT AS A GUARANTEE OF YOUR PAYMENT OF OUR CHARGES. IF YOU ARE AN EXISTING CUSTOMER YOU MAY STILL BE REQUIRED TO MAKE A DEPOSIT OR INCREASE A DEPOSIT WE PRESENTLY HOLD. YOUR DEPOSIT WILL BE HELD FOR AS LONG AS YOUR FINANCIAL CONDITION OR CREDIT WORTHINESS SO WARRANTS AS DETERMINED BY US. THE FACT THAT A DEPOSIT HAS BEEN MADE IN NO WAY RELIEVES YOU FROM THE PROMPT PAYMENT OF OUR BILLS UPON PRESENTATION.

ADVANCE PAYMENTS. WE MAY IN ADDITION TO A DEPOSIT OR IN SUBSTITUTION OF A DEPOSIT REQUIRE YOU TO MAKE AN ADVANCE PAYMENT IN AN AMOUNT EQUAL TO OR LESS THAN TWO MONTHS OF YOUR ESTIMATED BILLING.

INTERCONNECTION WITH OTHER CARRIERS. SERVICE FURNISHED BY US TO YOU MAY BE CONNECTED WITH THE SERVICES OR FACILITIES OF OTHER CARRIERS. SUCH SERVICE OR FACILITIES, IF USED, ARE PROVIDED UNDER THE TERMS, RATES AND CONDITIONS OF THE OTHER CARRIER. YOU ARE RESPONSIBLE FOR ALL CHARGES BILLED BY OTHER CARRIERS FOR USE IN CONNECTION WITH OUR SERVICE. ANY SPECIAL INTERFACE EQUIPMENT OR FACILITIES NECESSARY TO ACHIEVE COMPATIBILITY BETWEEN US AND OTHER CARRIERS IS YOUR RESPONSIBILITY.

REFUSAL OR DISCONTINUANCE BY COMPANY. WE MAY REFUSE OR DISCONTINUE SERVICE FOR YOUR NON-COMPLIANCE WITH AND/OR VIOLATION OF ANY LAW. SERVICE MAY ALSO BE DISCONTINUED OR REFUSED UNDER THE FOLLOWING CONDITIONS:

FOR YOUR NEGLECT OR REFUSAL TO PROVIDE REASONABLE ACCESS TO US FOR THE PURPOSE OF INSPECTION AND MAINTENANCE OF EQUIPMENT OWNED BY US; FOR NON-COMPLIANCE WITH AND/OR VIOLATION OF RULES AND REGULATIONS; FOR NON-PAYMENT OF BILLS FOR TELEPHONE SERVICE THIRTY-THREE (33) DAYS FROM THE DATE WE POST TO YOUR INVOICE ALL APPLICABLE CHARGES FOR THE IMMEDIATELY PRECEDING BILLING PERIOD (THE "CURRENT INVOICE"), OR IF YOU INDICATE TO THE COMPANY THAT YOU DO NOT INTEND TO PAY FOR SERVICE USED BY YOU, WHETHER YOUR ACCOUNT IS CURRENT OR NOT. CURRENT INVOICES ARE MAILED, E-MAILED, OR OTHERWISE SENT TO YOU ON OR BY THE SAME DATE ALL CHARGES ARE FINALLY POSTED FOR THE IMMEDIATELY PRECEDING BILLING PERIOD.

DISCONNECTION PROCEDURES. WE WILL GIVE YOU WRITTEN NOTICE AT LEAST ONE WEEK BEFORE WE DISCONNECT YOUR SERVICE FOR NONPAYMENT OF CHARGES.

WE WILL DISCONNECT YOU WITHOUT NOTICE IN THE EVENT YOU INDICATE TO THE COMPANY THAT YOU DO NOT INTEND TO PAY FOR SERVICE USED BY YOU, WHETHER YOUR ACCOUNT IS CURRENT OR NOT.

WE WILL DISCONNECT YOU WITHOUT NOTICE IN THE EVENT YOUR USE OF EQUIPMENT OR SERVICES ADVERSELY AFFECTS OUR EQUIPMENT, FINANCIAL STATUS, OR OUR SERVICE TO OTHERS OR IN THE EVENT YOU TAMPER WITH EQUIPMENT WE FURNISH THAT IS OWNED BY US.

WE WILL DISCONNECT YOU WITHOUT NOTICE IN THE EVENT OF UNAUTHORIZED OR FRAUDULENT USE OF OUR SERVICE. WHENEVER SERVICE IS DISCONTINUED FOR FRAUDULENT USE OF SERVICE, BEFORE RESTORING SERVICE, WE WILL REQUIRE YOU TO MAKE, AT YOUR OWN EXPENSE, ALL CHANGES IN FACILITIES OR EQUIPMENT NECESSARY TO ELIMINATE ILLEGAL USE AND PAY US AN AMOUNT REASONABLY ESTIMATED AS THE LOSS IN REVENUES WE SUSTAIN AS A RESULT OF THE FRAUDULENT OR UNAUTHORIZED USE.

WE WILL DISCONNECT YOU WHEN NECESSARY FOR US TO COMPLY WITH ANY ORDER OR REQUEST OF ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION.

WE WILL DISCONNECT YOU WITHOUT NOTICE FOR ANY UNAUTHORIZED OR UNLAWFUL USE OF CALLING CARD NUMBERS AND/OR AUTHORIZATION CODES ISSUED BY US OR IN THE EVENT YOU

SELL, ATTEMPT TO SELL OR OTHERWISE DISTRIBUTE CALLING CARDS AND/OR AUTHORIZATION CODES OR ATTEMPT TO DO SO WITHOUT OUR PRIOR WRITTEN CONSENT.

INSPECTION, TESTING AND ADJUSTMENT. UPON REASONABLE NOTICE, THE SERVICES PROVIDED BY US MUST BE MADE AVAILABLE TO US FOR TESTS AND ADJUSTMENTS AS MAY BE DEEMED NECESSARY BY US FOR MAINTENANCE. NO INTERRUPTION ALLOWANCE WILL BE GRANTED FOR THE TIME DURING WHICH SUCH TESTS AND ADJUSTMENTS ARE MADE WHEN THE INTERRUPTION IS LESS THAN TWENTY-FOUR CONSECUTIVE HOURS.

INTERRUPTION OF SERVICE. CREDIT ALLOWANCES FOR INTERRUPTIONS OF SERVICE WHICH ARE NOT DUE TO THE OUR TESTING OR ADJUSTING, TO YOUR NEGLIGENCE, OR TO THE FAILURE OF CHANNELS, EQUIPMENT OR COMMUNICATIONS SYSTEMS PROVIDED BY YOU, ARE SUBJECT TO THE *GENERAL LIABILITY PROVISIONS* SET FORTH HEREIN. IT SHALL BE YOUR OBLIGATION TO NOTIFY US IMMEDIATELY OF ANY INTERRUPTION IN SERVICE FOR WHICH YOU WANT A CREDIT ALLOWANCE. BEFORE GIVING US SUCH NOTICE, YOU MUST ASCERTAIN THAT THE TROUBLE IS NOT WITHIN YOUR CONTROL, OR IS NOT IN YOUR WIRING OR EQUIPMENT, IF ANY, CONNECTED TO OUR TERMINAL. INTERRUPTIONS CAUSED BY AUTOMATIC DIALING EQUIPMENT ARE NOT DEEMED AN INTERRUPTION OF SERVICE AS DEFINED IN THIS TARIFF SINCE YOU HAVE THE OPTION OF USING THE LONG DISTANCE NETWORK VIA LOCAL EXCHANGE COMPANY ACCESS.

CANCELLATION OF APPLICATION FOR SERVICE. NO CHARGE APPLIES IF YOU CANCEL AN APPLICATION FOR SERVICE PRIOR TO OUR START OF INSTALLATION OR SPECIAL CONSTRUCTION.

YOU MAY CANCEL SERVICE BY PROVIDING 30 DAYS WRITTEN NOTICE TO US. YOU ARE RESPONSIBLE FOR PAYMENT OF ALL CHARGES INCURRED UP TO THE CANCELLATION DATE AND ANY PAST DUE AMOUNTS REMAINING ON YOUR BILL. PLEASE BE ADVISED THAT CANCELLATION OF SERVICES WITH LESS THAN 30 DAYS NOTICE MAY RESULT IN LOSS OF ELIGIBILITY FOR CERTAIN PROMOTIONAL OFFERINGS.

MARKETING OF TELECOMMUNICATIONS SERVICES. WE USE TELEMARKETING, DIRECT MAIL CAMPAIGNS, INDEPENDENT AGENTS, OR ANY COMBINATION THEREOF, IN THE MARKETING OF OUR SERVICES. EACH OF OUR AGENTS, TELEMARKETERS AND ALL MARKETING PERSONNEL ARE INSTRUCTED AS TO THE APPLICATION OF OUR TARIFF AND THAT ITS EXPRESS TERMS, CONDITIONS AND RATES ARE THE EXCLUSIVE AUTHORITY GOVERNING YOUR RIGHTS TO RECEIVE OUR SERVICES.

WE EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY OF OUR AGENT'S, TELEMARKETER'S OR MARKETING PERSONNEL'S ACTIONS, INACTION'S, REPRESENTATIONS, PROMISES, AND/OR STATEMENTS WHICH IN ANY MATERIAL WAY CONFLICT WITH, OR ARE IN CONTRAVENTION OF, THE PROVISIONS OF THIS TARIFF. YOU ARE CHARGED WITH *CONSTRUCTIVE NOTICE* OF THE TERMS, CONDITIONS AND RATES GOVERNING OUR SERVICES MADE AVAILABLE PURSUANT TO THIS TARIFF. YOU ARE CAUTIONED TO CONTACT US IMMEDIATELY TO CONFIRM AND/OR CLARIFY THE EXACT TERMS, CONDITIONS OR RATES FOR SERVICE SHOULD ANY QUESTION ARISE WITH RESPECT TO SAID TERMS, CONDITIONS OR RATES FOR SERVICE, WHETHER OR NOT SUCH QUESTION ARISES FROM THE ACTIONS, INACTION'S, REPRESENTATIONS, PROMISES, AND/OR STATEMENTS OF ANY OF OUR AGENTS, TELEMARKETERS, MARKETING PERSONNEL OR OTHERWISE.

NO AGENT, TELEMARKETER OR MARKETING PERSONNEL MAY CHANGE, ALTER, REVISE, MOVE OR TERMINATE YOUR RATE OR SERVICE WITHOUT THE EXPRESS WRITTEN CONSENT OF BOTH OF US.

#### 4. RATES, RATE BASIS AND TERMS AND CONDITIONS

##### TERMS AND CONDITIONS

##### DEFINITIONS AND ABBREVIATIONS

BILL SECOND - ONE-SIXTIETH OF A MINUTE.

CALL UNIT - THE BASIC UNIT BY WHICH CALLS ARE RATED BY THE COMPANY.

CENTS PER MINUTE (CPM) - THE COMPANY'S CHARGES BILLED IN WHOLE CENTS OR FRACTIONS OF A CENT FOR THE CALL DURATION IN SECONDS FOR MINIMUM CALL UNITS AND INCREMENTAL CALL UNITS, WITHOUT THE ADDITION OF ANY EQUIVALENT CALL UNITS (ECU'S).

CENTS PER CALL UNIT (CPCU) - THE CARRIER'S CHARGES BILLED IN WHOLE CENTS OR FRACTIONS OF A CENTS AS MINIMUM, ANCILLARY AND/OR INCREMENTAL CALL UNITS AND APPLIED TO THE DURATION OF TIME IN MINUTES OR FRACTIONS THEREOF BEGINNING WHEN THE CUSTOMER'S CALL IS CONNECTED TO CARRIER'S NETWORK AND ENDING WHEN THE CALL IS DISCONNECTED FROM THE NETWORK.

EQUIVALENT CALL UNIT (ECU) - A CALL UNIT WITH A SPECIFIED VALUE WHICH IS APPLIED TO RECOVER THE ADDITIONAL COSTS OTHER THAN TRANSPORT INCURRED BY US IN PROVIDING SERVICE TO YOU.

INCREMENTAL CALL UNIT (ICU) - A CALL UNIT BY WHICH THE INCREMENTAL DURATION OF CALLS IS CHARGED.

MINIMUM CALL UNIT (MCU) - A CALL UNIT BY WHICH THE MINIMUM DURATION OF A CALL IS CHARGED.

MINIMUM PERIOD - THE MINIMUM PERIOD OF TIME FOR WHICH CHARGES ARE INCURRED OR TO WHICH BILLING TIME IS ROUNDED.

TOTAL CALL UNITS (TCU) - THE SUM OF ALL CALL UNITS WHICH DETERMINES THE TOTAL SERVICE CHARGES APPLICABLE TO A CALL.

USAGE INCREMENTS - INCREMENTS OF CALL DURATION IN SECONDS USED TO DETERMINE THE NUMBER OF ECU'S APPLICABLE TO CALLS OF 20 MINUTES OR LESS.

##### RATE BASIS AND STRUCTURE

RATE BASIS AND STRUCTURE – CALL UNITS. OUR CHARGES ARE BASED ON PROVIDING YOU ACCESS TO AND USAGE OF OUR NETWORK AND OUR RELATED COSTS OF OPERATION. WE CHARGE FOR TRANSPORTING YOUR CALLS TO THEIR INTENDED DESTINATION AND FOR MAINTAINING YOUR CONNECTION UNTIL YOU OR YOUR CALLED PARTY EFFECTIVELY DISCONNECTS FROM OUR NETWORK. WE DO NOT CONTROL WHEN EFFECTIVE DISCONNECTION OCCURS AS THIS DEPENDS ON FACTORS OVER WHICH WE HAVE NO OR ONLY LIMITED CONTROL, SUCH AS THE AVAILABILITY OR ABSENCE OF AUTOMATIC TIMING EQUIPMENT DEPLOYED IN THE NETWORK, FAILURE OF ONE PARTY TO HANG UP, ATTACHMENT OF YOUR OR YOUR CALLED PARTY'S EQUIPMENT OR FOR OTHER REASONS BEYOND OUR CONTROL. WE CANNOT AND DO NOT ASSUME ANY LIABILITY FOR HOLDING TIME DURATION'S OR OTHER CALL COMPLETION PROBLEMS OVER WHICH WE HAVE NO CONTROL.

OTHER COSTS OF OPERATION. OUR CHARGES ARE ALSO BASED ON OUR OTHER COSTS OF OUR OPERATIONS NEEDED TO PROVIDE YOU SERVICE, SUCH AS GENERAL OVERHEAD, INSTALLATION/ACCOUNT SET UP, GENERAL AND ACCOUNT ADMINISTRATION, FEES AND COSTS IMPOSED BY REGULATION, AND OTHER COSTS.

CALL UNIT RATE STRUCTURE. OUR CHARGES FOR A CALL USE A *CALL UNIT METHOD* DESIGNED TO RECOVER OUR COSTS OF PROVIDING CONNECTION, CALL DURATION AND GENERAL OPERATING OVERHEAD. CALL UNIT BILLING. TO ACCURATELY BILL IN CALL UNITS, THERE ARE

THREE BASIC TYPES OF CALL UNITS - MINIMUM, INCREMENTAL AND EQUIVALENT. DEPENDING ON THE DURATION OF YOUR CALL, WE ADD TOGETHER THE TYPE OF CALL UNITS THAT APPLY TO DETERMINE YOUR TOTAL CALL UNITS FOR THAT CALL. WE THEN BILL YOU FOR THE TOTAL CALL UNITS INCURRED FOR EACH OF YOUR CALLS. MINIMUM AND INCREMENTAL CALL UNITS ARE EACH BASED ON STANDARD INDUSTRY TIMING INTERVALS OF MINUTES AND SECONDS.

EQUIVALENT CALL UNITS. OUR COSTS OF PROVIDING SERVICE NOT RECOVERED BY OUR CHARGES FOR CALL TRANSPORT ARE RECOVERED FOR EACH CALL IN DIRECT PROPORTION TO THE DURATION OF THAT CALL BY APPLYING AN *EQUIVALENT CALL UNIT OR ECU*. YOUR PAYMENT OF THESE ECU CHARGES CONTRIBUTES TO THIS COST RECOVERY IN DIRECT PROPORTION TO YOUR USAGE OF OUR SERVICES. IN THIS WAY YOU ARE NOT MADE TO CONTRIBUTE TO RECOVERY OF THESE COSTS WHEN YOU'RE NOT USING OUR SERVICES AND WHETHER YOUR USAGE OF OUR SERVICE IS LARGE OR SMALL, YOUR CONTRIBUTION IS NEVER DISPROPORTIONATE TO THAT USAGE. ECU CHARGES ARE BASED ON CALL DURATION. THE PROPER RELATIONSHIP BETWEEN USAGE INCREMENTS AND APPLICABLE ECU CHARGES IS ILLUSTRATED IN THE TABLE FOLLOWING. FOR ANY CALL YOU MAKE IN EXCESS OF TWENTY MINUTES, THERE ARE NO ADDITIONAL ECU'S CHARGED FOR THAT PORTION OF THE CALL IN EXCESS OF TWENTY MINUTES.

RATE BASIS AND STRUCTURE – CALCULATIONS. CALL DURATION IS MEASURED IN 6-SECOND INCREMENTS, WITH A 6-SECOND MINIMUM. CALLS THAT END IN FRACTIONS OF A 6-SECOND INCREMENT ARE ROUNDED UP TO THE NEXT FULL 6-SECOND INCREMENT.

TOTAL CHARGES PER CALL ARE CALCULATED BY USING THE INFORMATION PROVIDED IN THE FOLLOWING TABLE TO DETERMINE THE TOTAL CALL UNITS (TCU'S) IN EACH CALL AND BY MULTIPLYING THE TCU'S BY THE RATES APPLICABLE TO THE SERVICE PROVIDED. THE FOLLOWING TABLE MAY BE USED TO DETERMINE THE TCU'S IN ANY CALL OF A SPECIFIED DURATION AS SHOWN FOLLOWING:

CALLS IN MINUTES

<u>DURATION (IN MINUTES)</u>	<u>FORMULA CALCULATIONS</u>
1-19.9	TCU'S = [CALL DURATION (IN MINUTES) X 2 + 3.3]
20 +	TCU'S = [CALL DURATION (IN MINUTES) + 23.3]

NOTE 1: CALL DURATION IN MINUTES IS STATED AS A DECIMAL.

NOTE 2: THE FORMULAS ABOVE SHOW CALLS OF ONE MINUTE OR LONGER IN DURATION FOR ILLUSTRATIVE PURPOSES. ALL CALLS ARE SUBJECT TO THE MINIMUM CALL UNIT OR CALL MINIMUM FOR THAT CALL. CALCULATIONS SHOULD BE PERFORMED FOR ANY PARTICULAR CALL WITH THE CALL MINIMUM FOR THAT CALL AS THE MINIMUM CHARGE FOR THAT CALL AS CALCULATED USING THE TABLE PRECEDING.

NOTE 3: INDUSTRY STANDARD ROUNDING METHODOLOGIES ARE APPLIED IN CALCULATING THE DURATION OF A CALL. A CALL THAT ENDS ITS DURATION AT LESS THAN THE MINIMUM DURATION BILLING INCREMENT APPLICABLE TO THAT CALL IS ROUNDED TO THE NEXT HIGHEST INCREMENT. A CALL'S DURATION AS ROUNDED IS THEN USED IN THE CALCULATION OF THE TOTAL CALL UNITS ON WHICH SERVICE CHARGES ARE BASED AS SPECIFIED PRECEDING.

NOTE 4: CUSTOMER INVOICES LIST THE TOTAL CALL UNITS CHARGED PER CALL. TCU'S ARE LISTED IN EACH INVOICE IN DECIMALS, E.G., 1.0, 2.1, .3, 40.7. CALL DURATION MAY BE DETERMINED BY USING THE CALCULATION PROVIDED IN THE TABLE PRECEDING IN REVERSE.

SHORT CALL DURATION CALL UNIT PROMOTION:

QUALIFYING CUSTOMERS RECEIVING THE ABOVE REFERENCED PROMOTION WILL HAVE ALL CALLS OF TWO (2) MINUTES OR LESS EXEMPTED FROM THE ABOVE STANDARD CALL UNIT CALCULATION FORMULA AND WILL BE CALCULATED ACCORDING TO THE FOLLOWING CHART:

Seconds	TCU	Seconds	TCU	Seconds	TCU	Seconds	TCU	Seconds	TCU	Seconds	TCU
1-3	1.0	35-36	2.1	55-56	3.2	72	4.3	89-90	5.4	107	6.5
4-6	1.1	37-38	2.2	57-58	3.3	73-74	4.4	91-92	5.5	108	6.6
7-9	1.2	39	2.3	59	3.4	75-76	4.5	93-94	5.6	109-110	6.7
10-13	1.3	40-41	2.4	60	3.5	77	4.6	95	5.7	111-112	6.8
14-17	1.4	42-43	2.5	61-62	3.6	78	4.7	96	5.8	113	6.9
18-21	1.5	44-45	2.6	63-64	3.7	79-80	4.8	97-98	5.9	114	7.0
22-25	1.6	46-47	2.7	65	3.8	81-82	4.9	99-100	6.0	115-116	7.1
26-29	1.7	48	2.8	66	3.9	83	5.0	101	6.1	117-118	7.2
30	1.8	49-50	2.9	67-68	4.0	84	5.1	102	6.2	119-120	7.3
31-32	1.9	51-52	3.0	69-70	4.1	85-86	5.2	103-104	6.3		
33-34	2.0	53-54	3.1	71	4.2	87-88	5.3	105-106	6.4		

[CLICK HERE FOR FULL RATE LIST](#)

5. CONTRACT RATES

IN CERTAIN EXTRAORDINARY CIRCUMSTANCES, SOME CUSTOMERS MAY BE ELIGIBLE FOR ADDITIONAL DISCOUNTS. SUCH DISCOUNTS WILL ONLY BE PROVIDED IF (A) CUSTOMER MAINTAINS A CERTAIN LEVEL OF MINIMUM BILLING AND (B) CUSTOMER AGREES TO ENTER INTO A MINIMUM COMMITMENT CONTRACT. DISCOUNTED RATES VARY BASED UPON THE LENGTH OF THE CONTRACT AND THE CUSTOMER'S MINIMUM BILLING COMMITMENT.

6. CUSTOMER ADVANTAGES

“1<sup>ST</sup> BILL FREE”. IF YOU QUALIFY AS A NEW CUSTOMER, AND YOU MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW, YOU MAY RECEIVE CREDITS EQUAL TO THE TOTAL CALL TRAFFIC CHARGES OF YOUR FIRST INVOICE, EXCLUDING TAXES, AFTER SELECTION OF THIS PROMOTION.

ANY CREDIT NOT EXTINGUISHED BY PARTIAL FIRST BILL CAN BE CARRIED OVER TO FOLLOWING MONTH. ANY CREDIT CARRIED OVER CANNOT EXCEED 50% OF ELIGIBLE TOTAL AMOUNT VIA PROMOTION.

ELIGIBILITY. TO BE ELIGIBLE FOR THIS OFFERING, YOU MUST: HAVE INITIATED SERVICE; HAVE CURRENT USAGE WHICH EXCEEDS THE ESTABLISHED MINIMUM MONTHLY USAGE LEVELS FOR THE APPLICABLE SERVICE AND HAVE SELECTED THIS OFFERING PRIOR TO THE CHARGES RENDERED IN YOUR BILL. TO RETAIN ELIGIBILITY, CUSTOMERS SUBSCRIBING TO THIS PROMOTION MUST COMPLY WITH THE 30-DAY NOTICE OF CANCELLATION REQUIREMENT AS OUTLINED ABOVE IN SECTION 3. FAILURE TO DO SO MAY RESULT IN LOSS OF PROMOTIONAL CREDIT APPLIED TO CUSTOMER'S ACCOUNT.

20% QUARTERLY REBATE PROMOTION. NEW, “SAVED” AND “WINBACK” CUSTOMERS WHO MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW, MAY RECEIVE CREDITS OR REIMBURSEMENT UNDER THE “20% QUARTERLY REBATE” PROMOTION AS FOLLOWS:

A CREDIT APPLIED TO CUSTOMER'S EVERY 3RD BILL IN AN AMOUNT EQUAL TO 20% OF CUSTOMER'S TOTAL CPS CHARGES FOR THE PREVIOUS 2 BILLS. CREDIT CALCULATION EXCLUDES ALL APPLICABLE TAXES AND LINE RENTAL CHARGES. THIS PROMOTION IS

CUMULATIVE AND CAN BE CARRIED OVER TO ANY FOLLOWING MONTH OR OTHERWISE ACCUMULATED.

ELIGIBILITY. TO BE ELIGIBLE FOR THIS OFFERING, CUSTOMERS MUST: HAVE INITIATED SERVICE; HAVE NO DELINQUENT ACCOUNT BALANCES; HAVE RECEIVED CONSECUTIVE AND UNINTERRUPTED SERVICE FOR THE PRECEDING 2 INVOICE PERIODS; AND HAVE SELECTED THIS OFFERING PRIOR TO THE CHARGES RENDERED. CUSTOMER CANNOT HAVE PREVIOUSLY RECEIVED MULTIPLE FREE INVOICE CREDITS. ADDITIONALLY, CUSTOMERS MUST CONTACT THE COMPANY TO CONFIRM THE PROMOTION SELECTION AFTER SERVICE INITIATION.

INDEMNIFICATION OF CANCELLATION PENALTIES OR EARLY TERMINATION CHARGES. COMPANY MAY CHOOSE, IN ITS SOLE DISCRETION, TO OFFER INDEMNIFICATION OF CANCELLATION PENALTIES OR EARLY TERMINATION CHARGES ASSESSED BY NEW CUSTOMER'S PREVIOUS SERVICE PROVIDER. INDEMNIFICATION OFFER HAS NO CASH VALUE. CUSTOMERS SELECTING THIS SERVICE OPTION RECEIVE INDEMNIFICATION VIA BILL CREDITS IN AN AMOUNT EQUAL TO CHARGES ASSESSED BY CUSTOMER'S PREVIOUS CARRIER SUBSEQUENT PROVIDING EVIDENCE OF SUCH CHARGES TO COMPANY CUSTOMER SERVICE DEPARTMENT.

CREDITS RELATED TO THIS PROMOTIONAL OFFER ARE CUMULATIVE AND CAN BE CARRIED OVER TO ANY FOLLOWING MONTH OR OTHERWISE ACCUMULATED. CREDIT IS LIMITED TOWARDS APPLICATION TO COMPANY CALL CHARGES ONLY.

ELIGIBILITY. TO BE ELIGIBLE FOR THIS OFFERING, COMPANY MUST AGREE TO INDEMNIFICATION AFTER ANALYSIS OF CUSTOMER'S SERVICE REQUIREMENTS, AND CUSTOMERS MUST: HAVE INITIATED SERVICE; ACCEPTED THE COMPANY 12 MONTH TERM COMMITMENT AND RELATED TERMS OUTLINED HEREIN; HAVE CURRENT USAGE WHICH EXCEEDS THE ESTABLISHED MINIMUM MONTHLY USAGE LEVELS FOR THE APPLICABLE SERVICE; HAVE LESS THAN FIFTY EUROS SIXTY DAYS PAST DUE WITH COMPANY OR THEIR PREVIOUS CARRIER; AND HAVE RECEIVED AND SELECTED THIS OFFERING PRIOR TO THE CHARGES RENDERED. CUSTOMERS RECEIVING THIS PROMOTION IN CONJUNCTION WITH 10-DAY FREE TRIAL WAIVE THIS PROMOTION IF CANCELLING OR TRANSITIONING SERVICE DURING FREE TRIAL PERIOD.

#### 7. CUSTOMER RETENTION SERVICE OFFERINGS

FREEDOM PLAN PLUS. IF YOU QUALIFY AS A "SAVE" OR "WINBACK" CUSTOMER, UPON REQUEST, YOUR SERVICE WILL BE PROVIDED AT THE MINIMUM AND INCREMENTAL CALL UNITS WITHOUT THE STANDARD RATE STRUCTURE COMPONENT FOR THE RECOVERY OF EXOGENOUS NON-TRANSPORT COSTS OR ECU. FREEDOM PLAN PLUS, WHENEVER ADDED TO A CUSTOMERS CALLING PLAN, IS LIMITED IN DURATION TO SIX CONSECUTIVE INVOICES ONCE INITIATED.

IF YOU ARE A NEW CUSTOMER, AND USE SWITCHED ACCESS, AND HAVE INDICATED THAT YOU HAVE NO RECENT RECORD OF NON-PAYMENT OR LATE PAYMENT OF CHARGES FOR COMMUNICATIONS SERVICES, AND YOU AGREE TO CONVERT TO OUR SERVICES WITHIN NOT MORE THAN 30 DAYS AND YOUR EXISTING SERVICE RATES ARE AT OR BETTER THAN OUR RATES USING OUR STANDARD RATE STRUCTURE, TO THE EXTENT NECESSARY TO MEET THE RATES YOU PRESENTLY RECEIVE, WE WILL APPLY FREEDOM PLAN PLUS TO YOUR SERVICE SO THAT YOUR CALLS WILL NOT INCLUDE THOSE RATE COMPONENTS THAT WE OTHERWISE NEED TO RECOVER OUR EXOGENOUS NON-TRANSPORT COSTS.

"25% INVOICE CREDIT" SERVICE PROMOTION. IF YOU QUALIFY AS EITHER A "SAVE" OR A "WINBACK" CUSTOMER, AND YOU MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW, YOU MAY RECEIVE A CREDIT, ON EACH INVOICE BEGINNING WITH YOUR SECOND INVOICE FOLLOWING COMMENCEMENT OF THIS PROMOTION ON YOUR ACCOUNT, EQUAL TO UP TO 25% OF YOUR CALL TRAFFIC LONG DISTANCE CHARGES AS SHOWN ON YOUR PREVIOUS INVOICE, EXCLUDING CALLING CARD CHARGES, FEES, TAXES, SURCHARGES, ASSESSMENTS AND SIMILAR CHARGES, AND EXCLUDING ANY "25% INVOICE CREDIT" CREDITS AS APPLIED TO THE SAME PREVIOUS INVOICE.

12-MONTH SERVICE AGREEMENT. CUSTOMERS MAY CHOOSE TO AGREE TO MAINTAIN THEIR TELECOMMUNICATIONS SERVICE WITH COMPANY FOR A TERM OF 12-MONTHS. CUSTOMER

MAKES SUCH COMMITMENT IN CONSIDERATION FOR THE VALUE OF PROMOTIONAL OFFERINGS, INCLUDING BUT NOT LIMITED TO INDEMNIFICATION OFFER, GRANTED TO CUSTOMER. CUSTOMER ACCOUNT WILL AUTOMATICALLY RENEW FOR SUBSEQUENT 12-MONTH TERMS, UNLESS CUSTOMER PROVIDES WRITTEN NOTICE OF INTENTION TO CANCEL TERM AGREEMENT AT LEAST 30 DAYS PRIOR TO COMPLETION OF CURRENT TERM. CANCELLATION OF TERM AGREEMENT SEPARATE AND EXCLUSIVE OF CANCELLATION NOTICE REQUIRED FOR COMPLETE SERVICE CANCELLATION. SHOULD CUSTOMER FAIL TO MEET THEIR OBLIGATION UNDER THIS AGREEMENT BY TERMINATING SERVICE WITH COMPANY PRIOR TO COMPLETION OF TERM, CUSTOMER AGREES TO EARLY TERMINATION CHARGES EQUAL TO THE AMOUNT OF ESTIMATED BILLING UNDER THE REMAINING PORTION OF CUSTOMER'S TERM.

120-DAY SERVICE AGREEMENT. CUSTOMERS MAY CHOOSE TO AGREE TO MAINTAIN THEIR TELECOMMUNICATIONS SERVICE WITH COMPANY FOR A TERM OF 120 DAYS. CUSTOMER MAKES SUCH COMMITMENT IN CONSIDERATION FOR THE VALUE OF PROMOTIONAL OFFERINGS, INCLUDING BUT NOT LIMITED TO RATE GUARANTEE PROTECTION, GRANTED TO CUSTOMER. CUSTOMER ACCOUNT WILL AUTOMATICALLY RENEW FOR SUBSEQUENT 120-DAY TERMS, UNLESS CUSTOMER PROVIDES WRITTEN NOTICE OF INTENTION TO CANCEL TERM AGREEMENT AT LEAST 60 DAYS PRIOR TO COMPLETION OF CURRENT TERM. CANCELLATION OF TERM AGREEMENT SEPARATE AND EXCLUSIVE OF CANCELLATION NOTICE REQUIRED FOR COMPLETE SERVICE CANCELLATION. SHOULD CUSTOMER FAIL TO MEET THEIR OBLIGATION UNDER THIS AGREEMENT BY TERMINATING SERVICE WITH COMPANY PRIOR TO COMPLETION OF TERM, CUSTOMER AGREES TO EARLY TERMINATION CHARGES EQUAL TO THE AMOUNT OF ESTIMATED BILLING UNDER THE REMAINING PORTION OF CUSTOMER'S TERM.

90-DAY SERVICE AGREEMENT. CUSTOMERS MAY CHOOSE TO AGREE TO MAINTAIN THEIR TELECOMMUNICATIONS SERVICE WITH COMPANY FOR A TERM OF 90 DAYS. CUSTOMER MAKES SUCH COMMITMENT IN CONSIDERATION FOR THE VALUE OF PROMOTIONAL OFFERINGS, INCLUDING BUT NOT LIMITED TO RATE GUARANTEE PROTECTION, GRANTED TO CUSTOMER. CUSTOMER ACCOUNT WILL AUTOMATICALLY RENEW FOR SUBSEQUENT 90-DAY TERMS, UNLESS CUSTOMER PROVIDES WRITTEN NOTICE OF INTENTION TO CANCEL TERM AGREEMENT AT LEAST 30 DAYS PRIOR TO COMPLETION OF CURRENT TERM. CANCELLATION OF TERM AGREEMENT SEPARATE AND EXCLUSIVE OF CANCELLATION NOTICE REQUIRED FOR COMPLETE SERVICE CANCELLATION. SHOULD CUSTOMER FAIL TO MEET THEIR OBLIGATION UNDER THIS AGREEMENT BY TERMINATING SERVICE WITH COMPANY PRIOR TO COMPLETION OF TERM, CUSTOMER AGREES TO EARLY TERMINATION CHARGES EQUAL TO THE AMOUNT OF ESTIMATED BILLING UNDER THE REMAINING PORTION OF CUSTOMER'S TERM.

8. MISCELLANEOUS CHARGES

9. DISCONTINUED PROGRAMS