

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

Effective January 31, 2020, the services in this tariff are withdrawn for all customers except Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities). A reasonable transition period beyond January 31, 2020 may be permitted for those customers of withdrawn services that have contacted the Company prior to January 31, 2020 where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.

Effective May 8, 2020, services for Federal, State and Local Government Agencies, and Educational Institutions (whether public or private, including elementary and secondary schools and colleges/universities) are no longer available to new customers. Moves, additions, or changes will no longer be permitted for existing customers.

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2. Undertaking of the Company

2.1 Limitations on Service

- 2.1.1 Service is offered to the availability of facilities and the provisions of the tariff. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service.

- 2.1.2 The Company reserves the right to immediately discontinue furnishing services or billing options when the manner in which the Customer uses the Company's service results, or may result, in network blockage or other service degradation which adversely affects service to the calling party, the customer, or other customers of the Company. The Company also reserves the right to immediately discontinue furnishing services or billings options, when the Customer is using the service in violation of the provisions of this tariff or in violation of the law. The customer will be responsible for all charges incurred as well as any access charges the Company may incur as a result of such customer actions.

- 2.1.3 Service may be discontinued by the Company, at any time and without notice to its Customers, by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations, by blocking call origination for Company services, or by blocking calls using certain customer authorization codes and/or access codes when the Company deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, the Company may take any of the foregoing actions, in the case of actual or anticipated non-payment for its service. In order to control fraud, the Company may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain countries or areas including, without limitation, all or part of the United States, Puerto Rico, and/or the U.S. Virgin Islands.

Issued: April 3, 2020

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2. Undertaking of the Company (cont'd)2.1 Limitations on Service (cont'd)

- 2.1.4 A Customer shall not: (a) use any service mark of trademark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (b) refer to the Company or any of its affiliated companies in connection with any service, product, equipment offering, promotion, or publication of the customer, without the prior written consent of the Company.
- 2.1.5 Title to all facilities provided by the Company under these regulations remains with the Company.
- 2.1.6 To the extent applicable, Company service will be subject to the most recent conditions set forth in the Truth in Lending Act, Reg. Z, 12 C.F.R. Section 226.
- 2.1.7 If the Company disconnects a Customer's service for non-payment of past due amounts, the Customer's service will remain disconnected until such time as the Company receives payment for all past due amounts and confirms the availability of sufficient funds to satisfy the amount of payment.
- 2.1.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptability as may be provided by the other entities.
- 2.1.9 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory, or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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Effective: March 29, 2005

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