
CASUAL CALLER, INTERIM DIAL 1, INBOUND COLLECT CALL SERVICES AND ON-DEMAND MOBILE
SATELLITE SERVICE

SECTION B: RULES AND REGULATIONS

1. Restrictions on the Use of Service

- 1.1 The Company offers its services subject to availability of facilities, limitations of service offerings, and the provisions of this tariff.
- 1.2 Devices for recording telephone calls between or among two or more parties may be used with service whenever a recording either is: (a) preceded by verbal or written consent of all parties to the recording of the conversation; (b) preceded by verbal notification of the recording of the conversation, which notification is recorded at the beginning, and as a part, of the call; or (c) accompanied by a distinctive recorder tone, repeated at intervals of approximately fifteen seconds, to alert all parties to the conversation that a recording device is in use. These requirements do not apply to:
 - 1.2.1 calls involving a broadcast licensee, when there is a recording of a conversation for broadcast and: (i) the licensee informs each party to the conversation that the licensee intends to broadcast the conversation; (ii) each party to the conversation is aware that the conversation will be broadcast; or (iii) the other party or parties to the conversation may be presumed to be aware, from the circumstances of the conversation, that the conversation is likely to be broadcast;
 - 1.2.2 recordings of incoming (and responsive outgoing) calls made to telephone numbers publicized for emergencies (such as 911);
 - 1.2.3 recordings of calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests, and obscene calls) and outgoing calls made in response to these calls; or
 - 1.2.4 recordings of calls pursuant to an explicit and lawful order of a court issued pursuant to 18 U.S.C. Section 2516, as amended, or any equivalent successor provision.

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SECTION B: RULES AND REGULATIONS (Continued)

1. Restrictions on the Use of Service (Continued)
 - 1.3 Services provided by the Company will not be used:
 - 1.3.1 For any unlawful purpose; or
 - 1.3.2 For making telephone calls terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services; or
 - 1.3.3 For international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision; or
 - 1.3.4 For commercial, business, or non-residential purposes, in the case of a residential Customer; for residential purposes, in the case of a commercial Customer.
 - 1.4 The Company may (a) deny, for any lawful reason, the Customer's request for service, or (b) limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Customers based on forecasted Customer requirements; or for any other lawful reason.
 - 1.5 The Company may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain Customer authorization codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this tariff; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

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SECTION B: RULES AND REGULATIONS (Continued)

1. Restrictions on the Use of Service (Continued)

- 1.6 Whenever call blocking occurs on lines designated to the Company at the local telephone company's switch, Customers or former Customers will be unable to access the Company's network in order to make long distance and local toll calls, including, but not limited to, Interim Dial 1 Service and Casual Caller Service.
- 1.7 Calls may not be placed or received using Casual Caller Service, Collect, Sent Paid, or 3rd Party calling conventions whenever (1) there is no obligation on the part of the serving local telephone company to perform billing and collection on behalf of the Company; or (2) where an obligation exists on the part of the serving local telephone company to perform billing and collection on behalf of the Company, but the local telephone company fails to discharge the obligation properly; or (3) the serving local telephone company fails to furnish, or provides untimely or inadequate, billing name and address ("BNA") to the Company; or (4) the serving local telephone company fails to furnish timely or adequate telephone number installation and disconnect information to the Company. For the purposes of this paragraph, call blocking will occur whenever the Company is unable to recover at least 60 percent of its billable revenues from Customers within a local telephone company service area during any monthly billing period as the result of unavailable, untimely, or inadequate billing and collection or as the result of unavailable, untimely, or inadequate BNA or telephone number installation and disconnect information.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations

- 2.1 The Customer is responsible for payment of all charges for services furnished to the Customer. This responsibility is not changed, by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided systems, equipment, facilities, or services interconnected to the Customer's service, undertaken or caused by third parties, including, without limitation, the Customer's employees or other members of the public.
- 2.2 The Customer must promptly notify the Company of any change in the Customer's invoicing address or, if applicable, in the credit card or bank account used for payment. The Customer should notify the Company via Customer Service or U.S. mail to the following addresses: PO Box 4604, Iowa City, IA 52244-4604, in the case of residential Customers; or, PO Box 4656, Iowa City, IA 52244-4656, in the case of commercial Customers.
- 2.3 Usage charges and any recurring monthly charges are billed after each billing period. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.
- 2.4 The Company's bills for Residential service are due upon receipt and for non-Residential Service are due within 30 days of the invoice date. Amounts not paid within 21 days of the invoice date will be considered past due and are subject to a late charge applicable in the Customer's state. If the Company becomes concerned at any time about the Customer's ability to pay for services, the Company may require that the Customer pay its charges within a specified number of days and/or that the Customer make such payments in cash or the equivalent of cash.
- 2.5 Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to other in support of statutory or regulatory programs. Examples of such Governmental Charges include, but are not limited to, Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Company service.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

- 2.6 If the Customer's telecommunications payment history is not acceptable to the Company or if the Customer's telecommunications payment history is unknown or indeterminable, the Customer may be required, at any time, to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to the Company and authorization for the Company to charge usage to the Customer's credit card account; or (iii) agreement that the Customer's usage of the Company network and services will be subject to toll usage limits to be determined by the Company. Prior to the Customer's compliance with this request, the Company reserves the right to cease accepting and processing service orders. The Company may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate. The Company may refuse to furnish services if any charges owed by the Customer to the Company or any Company affiliate are past due for service(s) provided to the Customer.
- 2.7 When billing and collection for the Company service is performed on the Company's behalf by a local telephone company, the security deposit requirements, and late payment provisions set forth in the Customer's service agreement with its local telephone company and/or in the local tariff of the local telephone company will apply to the Customer's Company-provided service. In addition, where a local telephone company purchases the Company's Customer receivables, late payment provisions imposed by the local telephone company will apply to the Customer's Company service.
- 2.8 Recovery of Collection Costs
- 2.8.1 Non-Residential Service: If the Company incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company by a non-Residential Service customer, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.2 Residential Service: If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company by a Residential Service Customer, the Customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

- 2.9 In the event payment is made by check and the Customer's check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a \$15 fee, where permitted by applicable law, in addition to other remedies available to the Company.
- 2.10 If billing systems or other support are not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.
- 2.11 Taxes
- 2.11.1 The Company's rates and charges for service are exclusive of the following charges that will be assessed:
- 2.11.1.1 applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;
 - 2.11.1.2 any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;
 - 2.11.1.3 other taxes;
 - 2.11.1.4 tax-like charges to recover amounts the Company is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs;
 - 2.11.1.5 other tax-like charges; and

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.11 Taxes (Continued)

- 2.11.1.6 a tax-related surcharge imposed on all charges (net of bad debts) for outbound service originating in, or inbound service terminating in, a jurisdiction which levies, or asserts a claim of right to levy:
 - A. gross receipts tax, a license tax, or other tax-like charge on the Company's operations in that jurisdiction based on the Company's gross receipts, revenues or operations in that jurisdiction; or
 - B. a tax on interstate access charges incurred by the Company for access to telephone exchanges in that jurisdiction based on the amount paid for interstate access charges in that jurisdiction; or
- 2.11.1.7 a tax-related surcharge in addition to the other charges for service, based on billing availability, equal to 3.0 percent of the total interstate and international charges (including usage and non usage) after the application of applicable discounts and credits, which allows Company to recover a portion of the property tax that it pays to state and local jurisdictions.
- 2.11.2 All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Tax(es)." The Company may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. The Customer agrees to pay all Taxes imposed. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by the Company or delivered over to the jurisdiction and returned to the Company, the Company, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to Customers an amount equivalent to the amounts collected, credit or refund such amounts to affected Customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for Customers in that jurisdiction.
- 2.11.3 If the Customer provides the Company with a duly authorized tax exemption certificate, the Company will exempt the Customer in accordance with law, effective on the date the Company receives the certificate.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.11 Taxes (Continued)

2.11.4 Taxes based on the Company's net income will be the Company's sole responsibility.

2.11.5 If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, the Customer will provide the Company with official tax certificates documenting remittance of the taxes. The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against the Company's U.S. corporation income tax, and shall be accompanied by an English translation. Upon receipt of the tax certificate, the Company will issue the Customer a credit for the amounts represented thereby.

2.12

2.13 Handling of Certain Specific Credits

2.13.1 If the Customer's account has been closed but has a credit balance remaining, the Company will transfer the credit to another account of the Customer, if there is one. If the Customer does not have another account and if the credit balance amount is \$10 or more, the Company will mail a check for the balance to the Customer. If the Customer does not have another account and if the credit balance amount is less than \$10, then the Company will mail a check for the balance to the Customer upon its request, provided the Customer makes its request within 12 months of the closing of the Customer's account.

2.13.2 Casual Caller Credit: The Company will credit Customers newly presubscribed to Company service during the period between the time of presubscription and the time of the establishment of their Interim Dial 1 account in the Company's billing systems. The credit will be in an amount equal to: (i) the difference between the Customer's usage charges during that period assessed at (a) the rate set forth in Section C-1.1.1 and (b) the rates set forth for the Interim Dial 1 service to which the Customer subscribes in either Section C-2.1.1.1.1, Section C-2.5, and/or C-2.6; and (ii) the amount charged the Customer under Section C-1.2 during that period. To receive this credit, affected Customers must contact the Company through a toll free number designated for billing inquiries. The credit will be in the form of an invoice credit.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.3 Directory Assistance Credits:

- 2.13.3.1 Customers whose telephone line is designated to the Company at the local telephone company's switch and who have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per call charge and any applicable operator assistance surcharges specified by the Company for domestic Directory Assistance calls made by dialing Area Code + 555-1212. Credits may be used by: 1) the visually or otherwise physically impaired Customer; 2) an organization established specifically for the purpose of assisting the visually or otherwise physically impaired; or 3) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Only one telephone number per location is entitled to this credit. A maximum of fifty directory assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit. The actual credit for any one call to directory assistance (including operator-assistance surcharges) will not exceed \$5.
- 2.13.3.2 A credit allowance will be given, or the charge that would otherwise apply will be waived, when (a) the Customer experiences poor transmission or is cut off during a call to Directory Assistance, or (b) the Customer is given an incorrect telephone number by a Directory Assistance operator. To obtain such a credit/waiver, the Customer must notify the Company.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

- 2.13.4 Promotional and other credits offered by the Company in the marketing of its services cannot be assigned, but must be used by the entity to which they were offered and that earned them in strict accordance with the terms of the offer.
- 2.13.5 In the event that the Customer has been awarded a promotional credit for subscribing to the Company service and does not use the service within 12 months following the date of the Customer's service order, the Company reserves the right to cancel the credit from the Customer's account and collect the sum involved from the Customer.
- 2.13.6 Except as provided in Sections B.12.3 above pertaining to Directory Assistance, the following credit allowances for interruptions of the Company services will be made:
- 2.13.6.1 For all of the Company's domestic services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in the Company's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which interruption can be remedied by redialing the call:
- A. A credit allowance will be made for that portion of a call that is interrupted due to poor transmission (for example, noisy circuit), one way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in the Company's service. The Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Company Customer Service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- B. Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. If the Customer reaches a wrong number, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Customer Service Representative. This credit allowance for reaching wrong numbers is limited to an aggregate total of \$100 over a 12-month period.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.6 (Continued)

2.13.6.2 For interruptions in service due to the performance of the telecommunications network furnishing the Company service where such interruptions exceed an individual call and cannot be remedied by redialing the call, the Customer will be given a credit allowance for an interruption subject to conditions related to location, timing, and other pertinent conditions. To receive a credit, the Customer must notify a Company Customer Service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time of the service interruption.

2.13.7 No credit allowances will be made for:

2.13.7.1 Interruptions caused by the Customer's negligence or the negligence of others authorized by the Customer to use the Customer's Company-provided service.

2.13.7.2 Interruptions due to the failure of power, equipment, systems, or services not provided by the Company.

2.13.7.3 Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the Customer's services are terminated.

2.13.7.4 Interruptions during any period when the Customer has released the service to the Company for maintenance or rearrangement purposes, or for the implementation of the Customer's order.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.7 No credit allowances will be made for (Continued):

2.13.7.5 Interruptions during periods when the Customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

2.13.7.6 Noncompletion of calls due to network busy conditions.

2.13.7.7 Interruptions not reported to the Company.

An interruption period begins when the Customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted. If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

2.13.8 Fraud Credits

2.13.8.1 The Company will issue full credit for invoiced charges for Customer calls when the charges are determined to result from a "theft of service" (for example, unauthorized usage following the involuntary theft or loss of a Company product or the establishment of service that the Customer did not intentionally facilitate) involving (a) Company PCS, cellular, or pager services; (b) verified "Clip-on Fraud" associated with equal access service (1010XXX or 1+/0+/0-); or (c) theft of identity or theft of service. To qualify for credit, the Customer must notify Company in writing within 90 days of receipt of an invoice containing alleged fraudulent charges. In the event a PCS or cellular phone or pager is lost or stolen, Customer must notify the Company immediately. The Company will then credit Customer for all charges incurred during a 48-hour time period beginning with the first fraudulent call made. The Company will not issue credit for invoiced charges for fraudulent use resulting from the negligent or willful acts of the Customer or an authorized user of the Customer's service.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.8 Fraud Credits (Continued)

2.13.8.2 Remote Toll Fraud Program (applies to commercial Customers only)

A. Remote Toll Fraud is defined as:

- A.1 unauthorized outbound calls to international locations (including all international locations that utilize the North American Dialing Plan) placed via remote accessing of the Customer's PBX or single electronic key system, where such equipment is located on the Customer's premises within the U.S. mainland, Hawaii, Puerto Rico, and the U.S. Virgin Islands ("CPE") (CPE does not include CPE not owned or leased or under the direct control of the Customer); or
- A.2 unauthorized use of the Company domestic 800 inbound services, excluding 800 services terminating at any international location.

Remote Toll Fraud does not include any calls placed by means of wireless access or PCS or cellular calls, 1010XXX calls, calls placed by means of operator service, calls accessing the network by dialing 0- or 0+ for network access, toll-free or pay-per-call traffic, or unauthorized usage as defined in (A.1) or (A.2) above that is placed via any non-Company conference service or Centrex systems.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.8 Fraud Credits (Continued)

2.13.8.2 Remote Toll Fraud Program (Continued)

- B. Customers complying with the following provisions will be eligible to receive the limit on liability for Remote Toll Fraud usage charges as set forth in Section B.2.12.8.2.C below:
 - B.1 Company will notify the Customer of suspected Remote Toll Fraud by calling, faxing, or paging the Customer at the notification number given to the Company by the Customer. The Customer will provide the Company with 7x24 hours contact information, including, if necessary, pager and off-hours notification numbers. This information must be furnished initially by the Customer and updated, as necessary, in order for the Customer to become, and remain, eligible to receive benefits under the Program. The Customer will provide follow up information regarding the nature of any potentially fraudulent usage within forty-eight (48) hours of a Company notification to the Customer.
 - B.2 Customer will notify the Company of suspected Remote Toll Fraud by calling the Company's Fraud Prevention Center or its Account Team representative. Customer will immediately notify the Company any time suspected Remote Toll Fraud is detected, even if Company's network is not impacted.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.8 Fraud Credits (Continued)

2.13.8.2 Remote Toll Fraud Program (Continued)

B. (Continued)

- B.3 Customer must identify to the reasonable satisfaction of the Company all alleged Remote Toll Fraud usage charges in writing to the Company within 90 days after the date of the first Company invoice that contains the usage charges in question. Any claim for alleged Remote Toll Fraud submitted after this 90 day period will not be considered for credit. In addition, Customer will notify the Company in writing within 60 days of the termination of the Remote Toll Fraud incident, identifying to the Company in such notice (a) the means by which such fraud occurred, if known, and (b) the changes made to the CPE in question to stop Remote Toll Fraud.
- B.4 During the Company's investigation of Remote Toll Fraud, the Company reserves the right to obtain specific password information used to access the CPE in question. Customer will fully cooperate with the Company's efforts to stop Remote Toll Fraud, including, but not limited to, providing the Company access to the CPE in question within 24 hours of the Company's request; permitting the Company to investigate current and/or former configuration of the CPE in question; and permitting the Company, within 12 hours of the termination of the suspected Remote Toll Fraud, to inspect the CPE location, if requested. Under no circumstance will the CPE configuration be, or be deemed to be, the responsibility of the Company.

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SECTION B: RULES AND REGULATIONS (Continued)

2. Payment Obligations (Continued)

2.13 Handling of Certain Specific Credits (Continued)

2.13.8 Fraud Credits (Continued)

2.13.8.2 Remote Toll Fraud Program (Continued)

- C. Eligible Customers will be liable for up to the first \$10,000, per incident, of Remote Toll Fraud usage charges for calls that commence prior to either the Customer notifying the Company or the Company notifying the Customer. For purposes of this section notification is defined as (i) notice to the Customer from an authorized representative of the Company's Fraud Prevention organization or Account Team representative of suspected Remote Toll Fraud. The Customer is liable for all Remote Toll Fraud usage charges incurred after Customer notifies the Company or the Company notifies the Customer. This program will not cover any CPE Remote Toll Fraud usage charges resulting from the negligent or intentional acts of the Customer, its employees, agents, vendors or independent contractors.
 - C.1 The liability cap per incident will not cover the impacted CPE, or any other CPE connected to the CPE in question, until a "30-day fraud-free period" has occurred since the date of the last fraudulent call during the last incident affecting the CPE in question, as certified by Company.
 - C.2 To the extent the Company reduces or otherwise does not collect any Remote Toll Fraud usage charges for which the Customer would have been liable if the Company did not offer the Remote Toll Fraud Program, the Company will be subrogated to any and all rights of the Customer with respect to any associated claims against third parties (including, but not limited to, any persons who made the unauthorized calls).
- D. Failure by the Customer to comply with any of its obligations under the Remote Toll Fraud Program will disqualify the Customer from current and future participation in the Remote Toll Fraud Program at all Customer locations.

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SECTION B: RULES AND REGULATIONS (Continued)

3. Cancellation of Service

3.1 By the Customer

- 3.1.1 Customer may cancel service at any time by contacting the Company's Customer Service. The Customer's account will be canceled upon request. While the Company will cancel service, Customer must contact a new long distance carrier of choice of local telephone company to ensure Customer is no longer presubscribed to the Company on the local telephone company's network. Any calls received by the Company over its network during the period between the date of cancellation of Customer's account and the Customer's billing cycle end date will be rated and billed at Customer's prior calling plan rates. After Customer's billing cycle ends, any calls will be rated and billed at Interim Dial 1 rates set forth in Section C-2, with no monthly plan fee or minimum for a period of up to 60 days from the date Customer's account was canceled. This period is designed to permit Customer ample time to select a new carrier. The Company will block all calls on the Company's network placed from Customer location(s) between days 61 and day 120 following the date Company long distance billing account was canceled. This block can be lifted upon request. If the Company receives calls over its network after the block is lifted on day 120, these calls will be assessed the rates and surcharges of the MCI Default Service Product described in http://consumer.mci.com/mci_service_agreement/res_index.jsp (for customers of Interim Dial-1 Service) or http://consumer.mci.com/mci_service_agreement/sb_index.jsp (for customers of Commercial Dial-1 Service). The company will also cancel Customer's account following notification of this change from the local telephone company. If for some reason, the Company does not receive a cancellation order from the Customer's local telephone company and the Customer continues to receive invoices from the Company for optional calling plan monthly fees and/or monthly minimum charge amounts, the Customer should call the Company's Customer Service to request that the Customer's account be cancelled.
- 3.1.2 If, within 90 days of signing up for the Company's service(s), the Customer is dissatisfied, for any reason, with the long distance service(s) provided by the Company and wishes to cancel such service(s) and return to its prior long distance carrier, the residential Customer may receive a credit equal to any Primary Interexchange Carrier (PIC) change and order processing charges it incurs in returning to its prior carrier, up to \$5 per line, maximum of 5 lines, and the commercial Customer may receive a credit equal to any PIC change and order processing charges it incurs in returning to its prior carrier, up to \$5 per PIC, up to two (2) PICs per line, maximum of 50 lines. Such credits are limited to one such reimbursement per Customer, for each of up to 50 lines per Customer. In order to obtain such credits, the Customer is required to call the Company's Customer Service and request a "Satisfaction Guarantee" credit.

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SECTION B: RULES AND REGULATIONS (Continued)

3. Cancellation of Service (Continued)

3.2 By the Company

3.2.1 The Company reserves the right to discontinue furnishing services, cancel the Customer's account, and/or block the Customer's access to the Company network, without incurring any liability, immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect the Company's personnel, agents, facilities, or services. Without limitation, the Company may take such actions if:

- 3.2.1.1 The Customer refuses to furnish information or furnishes false information that (i) is essential for billing; or (ii) pertains to the Customer's credit-worthiness, its status under federal and/or state low income programs, its past or current use of common carrier communications service, or its planned use of such service;
- 3.2.1.2 The Customer indicates that he or she will not comply with a request for security for the payment for services;
- 3.2.1.3 The Company has received notice from the Customer's local telephone company that the local telephone company has cancelled the Customer's local exchange service;
- 3.2.1.4 The Customer's service usage charges exceed established parameters based on the Customer's history of usage, which may indicate an unlikelihood of payment or possible fraud;
- 3.2.1.5 The Customer has been given written notice by the Company of any past due amount (which remains unpaid, in whole or in part) for any of the Company's or an affiliated carrier's service to which the Customer either subscribes or had subscribed or used;

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SECTION B: RULES AND REGULATIONS (Continued)

3. Cancellation of Service (Continued)

3.2 By the Company (Continued)

3.2.1 (Continued)

- 3.2.1.6 The Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that the Customer does not intend to pay for service used by the Customer;
- 3.2.1.7 The Customer uses the service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for the service (i.e., signaling);
- 3.2.1.8 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
- 3.2.1.9 The Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate the Customer's legal obligations;
- 3.2.1.10 The Customer's telephone equipment fails to pass back to the Company the appropriate signal to start and stop billing for a call;

CASUAL CALLER, INTERIM DIAL 1, INBOUND COLLECT CALL SERVICES AND ON-DEMAND MOBILE
SATELLITE SERVICE

SECTION B: RULES AND REGULATIONS (Continued)

3. Cancellation of Service (Continued)

3.2 By the Company (Continued)

3.2.1 (Continued)

3.2.1.11 The Customer was previously provided with notice of breach of contract, took corrective action, but thereafter engages in the same breach activity; or

3.2.1.12 The Company has made available service to the Customer and the Customer has failed to place the available service into actual and substantial use during the 90-day period immediately following its availability, or, if during any service term, the Customer has not actually and substantially used the available service for any consecutive 90-day period. As used in this paragraph, "actual and substantial use" will mean a pattern of use that discloses an intent on the Customer's part to employ the service to transmit information of the Customer's choosing.

3.2.2 The Company reserves the right to discontinue furnishing services, cancel the Customer's account, and/or block the Customer's access to the Company network, without incurring any liability, immediately upon written notice to the Customer if:

3.2.2.1 Any invoice charges remain outstanding and owed by the Customer after the 21st day from the date of the invoice notifying the Customer of the charges; or

3.2.2.2 The Customer fails to comply with a request by the Company for security for the payment for services.

3.2.3 The discontinuance of service(s) by the Company pursuant to these provisions does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

CASUAL CALLER, INTERIM DIAL 1, INBOUND COLLECT CALL SERVICES AND ON-DEMAND MOBILE
SATELLITE SERVICE

SECTION B: RULES AND REGULATIONS (Continued)

4. Liability

- 4.1 Except for granting credit allowances for interruptions of service as provided for in Section B.2.10 above, the Company will not be liable for: (i) any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, terrorist acts, strikes, lockouts, work stoppages or other labor difficulties; preemption of existing services to restore service in compliance with the FCC's Rules and Regulations; and any law, order, regulation or other action of any governing authority or agency thereof; or (ii) delayed installation of the Company's facilities or commencement of service.
- 4.2 With respect to any other factual allegation, legal claim, or dispute by the Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered by the Company, the Company's liability, if any, will be limited to credit allowances for interruptions of service as provided for in Section B.2.10 above. In addition to these credit allowances, if any, the Company's liability is limited as follows:
- 4.2.1 With respect to the routing of calls by the Company to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.
- 4.2.2 With respect to the Company's offering of Telecommunications Relay Service (TRS), any service provided by the Company that involves receiving, translating, transmitting, or delivering messages by telephone, text telephone, a Telecommunications Device for the Deaf, or any other instrument over the facilities of the Company or any connecting carriers or through any TRS centers operated by the Company or its agents, the Company's liability will not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

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SATELLITE SERVICE

SECTION B: RULES AND REGULATIONS (Continued)

4. Liability (Continued)

4.2 (Continued)

4.2.3 With respect to the provisioning of, or any error or omission in, data, information, or content furnished in connection with any service provided by the Company, for example, Directory Assistance, the Company's liability will be limited to the lesser of: (a) the amount of actual money damages proven by the Customer to have been incurred as the proximate result of its reliance on such data, information, or content; or (b) \$100.

4.3 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff.

4.4 IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

4.5 The Company will be indemnified, defended, and held harmless by the Customer and/or by others authorized by the Customer to use the service against all claims of loss or damage arising from the use of service furnished by the Company, including:

4.5.1 Allegations or claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via the Company service; and

4.5.2 All other allegations and claims arising out of any act or omission by the Customer or others using the service, in connection with any service provided by the Company.

CASUAL CALLER, INTERIM DIAL 1, INBOUND COLLECT CALL SERVICES AND ON-DEMAND MOBILE
SATELLITE SERVICE

SECTION B: RULES AND REGULATIONS (Continued)

4. Liability (Continued)

- 4.6 THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON THE COMPANY'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY THE COMPANY.
- 4.7 The Company will not be liable for any act or omission of any other company or companies furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in the Company offerings made to the Customer, or for damages associated with service, channels, or equipment that it does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Company services.

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SATELLITE SERVICE

SECTION B: RULES AND REGULATIONS (Continued)

5. Miscellaneous Provisions

- 5.1 If the Customer either voluntarily cancels the Customer's Company account or if the Company cancels the Customer's service for any reason set forth above, the Company will have no obligation whatsoever to assist the Customer in any respect in switching from the Company to another carrier.
- 5.2 Any liability or obligation of a party to the other party under the provisions of Section B of this tariff will, in each case, survive cancellation or termination of this tariff.
- 5.3 Privacy:
- 5.3.1 Privacy Policy: It is the Company policy not to sell or rent its personally-identifiable Customer information to unaffiliated companies or organizations. In the future, should the Company decide to sell or rent such information to those entities, it will provide notification and the opportunity for its Customers to indicate that they would prefer the Company not sell or rent such information about them to such third parties. Such notice may be provided by amending the Customer's Agreement with Company or any other comparably-effective means. The Company reserves the right to contact its Customers regarding the Company's products and services.
- 5.3.2 Caller ID: Due to federal rules, Customer's telephone number (i.e., CPN) may be identified to a called party if that party has Caller ID capability. Customer can prevent this from occurring on an interstate call by dialing *67 (or 1167 on rotary or pulse-dialing telephones) prior to placing the interstate call. If Customer has per-line blocking, Customer must dial *82 (or 1182 for rotary or pulse-dialing telephones) prior to placing an interstate call to allow a called party to identify its CPN. Because these Caller ID-related services are provided by the local telephone company, Customer should contact its local telephone company for rate information for such services.

