SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for international interexchange communications between certain areas of the United States and international localities under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Company's tariffs.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff. The Company may, when authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange company), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangement.

The Company will not, and Customers of the Company may not, connect private lines to the public switched network at the United States or foreign ends of a call, or both, for provision of international switched basic services on any route unless such service has been authorized by the Commission or unless the Company is exchanging switched traffic with a foreign carrier that lacks market power at the foreign end of the route.

Unless otherwise stated in this tariff, international service is only provided with interstate domestic service. Unless otherwise stated in this tariff, international service and interstate domestic service are not offered separately. International service plans are offered with their corresponding interstate domestic service plans, unless otherwise stated in this tariff.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

The Company shall generally identify on the bill the name of the country called based on the standards set forth by the International Telecommunications Union (ITU). However, political disputes about country boundaries and naming, as well as agreements the Company has with its foreign carrier partners, may result in variations in the identification of country name. For example, calls to the West Bank and Gaza may appear on the bill as Israel or Palestine. The Company's billing practices are in no way intended to indicate a position on the merits of a border dispute or a claim to statehood.

Where network facilities and billing systems permit, the Company will block casual dialing to international destination, including, but not limited to, the Caribbean, Mexico and Canada.

2.2 Use of Service

2.2.1 Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes.

2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate.

2.2.3 Recording of telephone conversations transmitted over service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Limitations of Service

2.3.1 Service is offered subject to the availability of the necessary facilities, equipment and/or Customer information, including, but not limited to, billing systems and information required for billing, and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

2.3.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating or terminating location.

2.3.5 The Company reserves the right to refuse to process Calling Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call. (D)

2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as 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, as determined by the Company in its reasonable judgment. In such circumstances, the Company's tariff will be revised accordingly.

2.3.7 Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Limitations of Service, (Cont'd.)

2.3.8 The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and/or refusal of service provisions described in this tariff. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of this tariff concerning cancellation charges.

2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or in the location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liabilities of Company

2.5.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.5 Liabilities of Company, (Cont'd.)

2.5.3 When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or other service providers, or their respective agents, servants or employees.

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or Customers, or by services, facilities or equipment provided by the Customer or such agents, servants, employees or Customers.

2.5.6 The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.

2.5.7 WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS TARIFF, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.6 Liabilities of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

2.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's services, facilities or equipment; and

2.6.2 Claims for patent infringement arising from combining or connecting the Company's services, facilities or equipment with services, facilities, equipment, apparatus or systems of the Customer; or the Customer's agents, servants, employees or Customers; and

2.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or Customers, in connection with any service or facilities or equipment provided by the Company.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees

All applicable taxes (e.g. excise taxes, sales taxes, municipal taxes) are listed as a separate line item on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.1 To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or agency of government.

2.7.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF). Imposition, billing and collection of such rates and charges are subject to billing and other system changes by the Company.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.3 (Cont'd.)

A. For recovery of contributions paid by the Company to support Universal Service Fund Fee (USF)

Telecommunications services provided by the Company are subject to an undiscountable monthly Universal Service Fund Fee, payable by the Customer. The fee shall be calculated as follows:

The gross amounts (exclusive of taxes) attributable to interstate and international services billed to the Customer by the Company will be multiplied by the following percentages:

28.4 percent for bills rendered on July 1, 2026 through September 30, 2026; (T)
30.4 percent for bills rendered on or after October 1, 2026. (I)(T)

These percentages will be subject to periodic adjustment by the Company.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the Universal Service Fund.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.3 Fees, (Cont'd.)

B. For recovery of contributions paid by the Company to recover Pay Phone Per Call Compensation Surcharge

In order to recover the Company's expenses to comply with the Commission's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), unless otherwise stated in this tariff, an undiscountable per call charge is applicable to all international calls that originate from any domestic pay telephone, not served by a line presubscribed to the Company, used to access the Company's services on a dial-around basis. The Pay Telephone Surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

Rate per Call	$0.50

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.3 Fees, (Cont'd.)

C. For recovery of contributions paid by the Company to recover Long Distance Access Charges.

Telecommunications services provided by the Company are also subject to an undiscountable monthly charge imposed by the Company and payable by the Customer. The charge, noted on the Customer's bill as a Long Distance Access Charge (formerly Federal Access Charge), shall be added to each line presubscribed to the Company as follows: (T) (T)

Telecommunications services provided by the Company are also subject to an undiscountable monthly charge imposed by the Company and payable by the Customer. The charge, noted on the Customer's bill as a Long Distance Access Charge (formerly Federal Access Charge), shall be added to each long distance line as follows:

Single Line Business Customers	$1.85 per line per month
Multi-line Business Customers	$3.85 per line per month
Centrex/CustoPak	$1.85 per line per month
ISDN PRI	$17.55 per interface* per month

The line determination is based on available Company and/or LEC-provided information. Where line types cannot be determined by the Company, the charge is $3.85.

The Long Distance Access Charge defrays the cost of access charges and fees that LECs assess on interexchange carriers. This is a Company surcharge, not a tax, and is subject to change.

* The ISDN PRI charge is per pipe, not per channel.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.4 Carrier Cost Recovery Charge

A. Applicable to Business and Residential Customers:

The Carrier Cost Recovery Charge (CCRC) is a monthly surcharge assessed to defray a portion of the Company's costs for termination of calls on other networks, fees paid to support government programs such as Telecommunications Relay Service and Local Number Portability, along with other charges assessed by the FCC, and additional indirect costs associated with administering and complying with government programs. This surcharge is not a customer tax or fee assessed by a government agency.

The CCRC is applied to each line presubscribed to the Company and is billed monthly. (T)

	Per Line Charge*
Residential Customers	$1.25
Business Customers	$0.36

* The ISDN PRI charge is per pipe, not per channel.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.5 Long Distance Administrative Charge

The Long Distance Administrative Charge is a monthly surcharge assessed to defray account servicing costs. This surcharge is not a customer tax or fee assessed by a government agency.

This charge is applied to each line presubscribed to the Company and is billed monthly. (T)

	Per Line Charge*
Business Customers	$0.74
Residential Customers	$0.74

* The ISDN PRI charge is per pipe, not per channel.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff or separately agreed upon by the Customer and the Company. The Customer is responsible for all costs at his or her premises, including, but not limited to, personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.9 Installation

No installation of the Company's services at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service

2.10.1 Service is provided and billed on a monthly basis unless otherwise stated in the service description in this tariff. Bills are due and payable upon receipt. A late fee equal to that charged and billed directly by the local exchange carrier serving the Customer, or, if billed by the Company, 1.5% per month in all states, except Colorado - where customers will be charged 1%. The late fee begins to accrue no sooner than the 25th day after the billing date. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company or its billing services provider may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency. (C) (C) (C) (D) (D)

2.10.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or Customers. The Customer is also responsible for payment of charges for all other third persons' use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

2.10.4 The Company reserves the right to assess a charge of $20.00, in all states, except Oklahoma – a $10.00 charge will be implemented, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. (D) (C)

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service, (Cont'd.)

2.10.5 The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.

2.10.6 The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

2.10.7 The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Deposits

2.11.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. The Company shall pay interest on deposits pursuant to applicable rules and regulations.

2.11.2 A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. The Company shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, the Company shall refund the balance to the Customer.

2.11.3 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.11.4 Upon the discontinuance of service, the Company shall apply the Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to the Customer. (N) | (N)

2.12 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of, or in addition to, a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.13 Interruption of Service

2.13.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees or Customers, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code.

2.13.2 For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

For services with a monthly recurring charge, credit is computed by multiplying the monthly recurring rate by the ratio that the number of hours in the period of interruption bears to 720 hours (30 days times 24 hours). The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. Credits for services billed on a usage basis will be determined as set forth above.

2.13.3 An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in this tariff, the credit for a billing period shall not exceed the monthly rate.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.1 Cancellation by the Customer

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Cancellation of service is subject to early termination liability obligations set forth in this tariff.

2.14.2 Refusal, Suspension or Cancellation of Service without Prior Notice

A. Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and all services to certain cities, countries, or NPA-NXX exchanges, or individual telephone numbers, when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk. (D)

(D)
(D)

B. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, for any violation of terms of this tariff, for any actual or apparent violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

2.14.2 Refusal, Suspension or Cancellation of Service without Prior Notice, (Cont'd.)

C. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

D. For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice. (D)

E. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer's demonstrated ability to pay.

F. Without prior notice in the event of Customer or Customer's authorized user use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.

G. Without prior notice in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service under this tariff.

H. Without prior notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation, Suspension and Restoration of Service, (Cont'd.)

2.14.3 Refusal, Suspension or Cancellation of Service with Notice

The Company may refuse, suspend, or cancel service under the following conditions provided that, unless otherwise stated in this tariff, existing Customers shall be given 15 days written notice to comply with any rule or remedy any deficiency.

A. The Company reserves the right to refuse, suspend, or cancel service for applicants or Customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth in this tariff.

B. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

C. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

D. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.

E. For use of service for any purpose other than that described in this tariff for the application for service.

F. For neglect or refusal to provide reasonable access to the Company or its agents, employees or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service under this tariff.

2.14.4 Restoration of Service

If service has been refused, suspended or cancelled for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the refusal, suspension or cancellation (if other than nonpayment) is corrected.

2.14.5 Use and Restoration in Emergencies

The use and restoration of service in emergencies shall in all cases be subject to the priority system specified in Part 64, Subpart D, of Chapter 47 of the Code of Federal Regulations.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.15 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made and for which required notice has been given shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information, or a failure by the Customer to provide material information, in an application for service (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such circumstances, the Company may, at its option and with proper notice, revoke the application and refuse, cancel or suspend any service provided to the Customer without further liability or obligation to the Customer.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems. The Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

2.16.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.16 Interconnection, (Cont'd.)

2.16.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the services, facilities and equipment of the Company and its suppliers. If the Customer maintains or operates the interconnected services, facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company and its suppliers shall be made available to the Company for such inspection, tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.18 Local Charges and Wireless Air Time Charges

In certain instances, the Customer maybe subject to local exchange company charges including but not limited to message unit charges or to wireless company air time charges to access the Company's network or to terminate international calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

2.19 Other Rules

2.19.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.