



*Chester Long Distance presents the  
following documents:*

- ***LONG DISTANCE SERVICES  
AGREEMENT***
  
- ***RATES, TERMS & CONDITIONS  
for  
INTERSTATE AND INTERNATIONAL  
LONG DISTANCE SERVICES***



## **LONG DISTANCE SERVICE AGREEMENT**

This Agreement (“Agreement”) governs the rates, terms and conditions for provision by Chester Long Distance Services, Inc. (Company) of interstate and international long distance service (“Service”). Interstate long distance Service is a service involving a call originating in one state and terminating in another state (also referred to as a “state-to-state” call). International long distance Service is a service involving a call originating in one country and terminating in another country. As used in this Agreement, “you” and “your” refer to the individual or entity using or paying for the Service. **THIS AGREEMENT INCORPORATES BY REFERENCE THE RATES, TERMS AND CONDITIONS INCLUDED IN THE CHESTER LONG DISTANCE SERVICES, INC. RATES, TERMS AND CONDITIONS DOCUMENT.** The Chester Long Distance Rates, Terms and Conditions Document (“RTC Document”) is available at the Company’s offices at 112 York Street, Chester, South Carolina 29706 and on Chester Long Distance Services, Inc.’s website at [www.chestertel.com](http://www.chestertel.com).

**BY ACCEPTING SERVICE FROM THE COMPANY YOU ACCEPT THE RATES, TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT AND THE INCORPORATED RTC DOCUMENT AS A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY.**

- 1. SERVICES.** Availability of individual Service offerings of the Company is described in the RTC Document.
- 2. RATES.** You agree to pay the Company for the Services at the rates and charges listed in the RTC Document. The Company will apply rates and charges for Services provided to you as described in the RTC Document.
- 3. CHANGES IN RATES, TERMS AND CONDITIONS.** The Company may change this Agreement, including the incorporated RTC Document, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts on its web site modifications to the RTC Document reflecting the changes. The Company will also notify you of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 5 below. The Company may decrease rates and charges without providing advance notice. **USE OF THE COMPANY’S SERVICE AFTER THE FIFTEEN (15) DAY NOTICE PERIOD SHALL BE CONSTRUED AS YOUR AGREEMENT TO THE CHANGED RATES, TERMS AND CONDITIONS.**
- 4. PAYMENTS.** You must pay all bills or invoices from the Company for Services on or before the due date. Terms and conditions applicable to payment are contained in the RTC Document. Terms and conditions contained in the RTC Document applicable to payments include, but are not limited to, a requirement for payment by you of late payment charges at the highest interest rate not to exceed the amount allowable by law.
- 5. TAXES AND OTHER CHARGES.** In addition to payment for Services, you must pay all taxes, fees, surcharges and other charges that the Company bills you related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill you. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

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LONG DISTANCE SERVICE AGREEMENT**

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**6. TERMINATION OR DENIAL OF SERVICE BY THE COMPANY.** In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend your Service. The Company may, immediately and without notice to you, and without liability of any nature, temporarily deny, terminate, or suspend your Service:

- a. in the event you or your agent: (i) willfully damage the Company's equipment, interfere with use of the Company's Service by other customers of the Company; (ii) unreasonably place capacity demands upon the Company's facilities or Service; or (iii) violate any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fail to comply with the provisions of this Agreement or applicable law; or b. in the event you become insolvent, are the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seek protection or relief from creditors in a formal legal proceeding after a filing for such relief, or execute an assignment for the benefit of creditors; or
- c. in the event that the Company determines that any Service is being used fraudulently or illegally, whether by you or your agent.

**7. INDEMNIFICATION. YOU AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST THE COMPANY THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE THE COMPANY FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON THE COMPANY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.**

**8. LIABILITIES OF THE COMPANY.** Except as stated in this Section 8, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Agreement.

- a. The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Agreement including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Agreement applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- b. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- c. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

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**9. WARRANTIES. EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, THE COMPANY MAKES NO EXPRESS WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**10. BILLING DISPUTES.** If you believe you have been billed by the Company in error, you must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time you notify the Company. You may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. You must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify you of the results of its inquiry, and either adjust the billing, issue a credit, or notify you that all or a portion of the disputed amount is still owed. You will be required to pay such amount within ~~fifteen~~, (15) days thereafter, and if you fail to pay this amount within the time required, your account will be deemed past due and unpaid and your Service subject to termination under Section 6 above. Any payments you withhold pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

**11. MISCELLANEOUS**

**a. Entire Agreement.** This Agreement (which incorporates by reference the RTC Document) constitutes the entire agreement between the Company and you and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in Section 3 above. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor the Company is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

**b. Separability.** If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

**c. No Third Party Rights.** This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

**d. Assignment.** The Company can assign all or part of its rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without the Company's prior written consent.

**e. Notices.** Notices from you to the Company must be provided as specified in this Agreement. Notice from you to the Company made by calling the Company is effective as of the date that the Company's records show that the Company received your call. The Company's notice to you under this Agreement with respect to changes in rates, terms and conditions will be provided as described in Section 3 above. The Company's notice to you under this Agreement for matters other than changes in rates, terms and conditions will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, call to your billed telephone number.

**f. Governing Law.** This Agreement will be governed by the law of the State of South Carolina.

**RATES, TERMS AND CONDITIONS DOCUMENT  
APPLICABLE TO INTERSTATE AND INTERNATIONAL  
LONG DISTANCE SERVICES  
FURNISHED BY**

**CHESTER LONG DISTANCE SERVICES, INC.**

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LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**1. Application of Rates, Terms and Conditions**

- 1.1 The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the provision of Interstate Long Distance Service and International Long Distance Service, hereinafter collectively or individually referred to as "Service", by Chester Long Distance Services, Inc., hereinafter referred to as the "Company", as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- 1.2 These Rates, Terms and Conditions are incorporated by reference in the Chester Long Distance Services, Inc. Long Distance Services Agreement (Long Distance Services Agreement). The Long Distance Services Agreement and the Rates, Terms and Conditions together comprise the rates, terms and conditions applicable to the provision of Interstate Long Distance Services and International Long Distance Services by the Company. A copy of the Long Distance Service Agreement is attached at the beginning of this Rates, Terms and Conditions document. In the event there is a conflict between terms and conditions in the Long Distance Services Agreement and the Rates, Terms and Conditions, the terms and conditions in the Long Distance Services Agreement shall apply.
- 1.3 The Company may change Rates, Terms and Conditions, including the incorporated Long Distance Service Agreement, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts on its web site modifications to the Rates, Terms and Conditions Document reflecting the changes. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 4.1(d) of the Rates, Terms and Conditions. The Company may decrease rates and charges without providing advance notice. Use of the Company's service after the fifteen (15) day notice period shall be construed as your agreement to the changed rates, terms and conditions.
- 1.4 The provision of such Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- 1.5 The Rates, Terms and Conditions contained herein are not applicable to Intrastate Long Distance Service. The Company provides Intrastate Long Distance Service under Chester Long Distance Services, Inc. South Carolina Tariff No. 1 (CLDS SC Tariff No. 1) filed with the Public Service Commission of South Carolina. Notwithstanding the inapplicability of the Rates, Terms and Conditions to Intrastate Long Distance Service, the rates for certain Intrastate Long Distance Services tariffed in CLDS SC Tariff No. 1 may or may not be the same as rates for the corresponding Interstate Long Distance Service under the Rates, Terms and Conditions. CLDS SC Tariff No. 1 may be viewed at the Company's offices.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**2. Definitions**

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

**Access Code**

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

**Application for Service**

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

**Billed Party**

The person or entity responsible for payment of the Company's Service for an Operator Services Call, as follows:

- (1) in the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the Customer; and
- (2) in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

**Business Customer**

A Business Customer is a Customer whose use of the Company's Service is of a business, professional, institutional or otherwise occupational nature who is also designated as a business customer for purposes of local exchange telephone service by the Customer's Local Exchange Carrier.

**Calling Card Calls**

A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.

**Calling Card Service**

Calling Card Service is a Long Distance Service provided by the Company through use of a Company-issued calling card, the CLDS Calling Card, to make Interstate Long Distance Service and International Long Distance Service calling card calls through the use of a specific "1-800" toll free telephone number provided by the Company for access to the Calling Card Service.



LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**2. Definitions (Cont'd)**

Call Splashing

The transfer of a telephone call from one provider of operator services to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

CLDS Ring Card

The term "CLDS Ring Card" denotes the Calling Card which is issued by the Company.

Collect Call

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

Company

Chester Long Distance Services, Inc., unless the context indicates otherwise.

Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Rates, Terms and Conditions.

Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

Customer - Provided Facilities

The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or authorized user other than those provided by CLDS, including but not limited to terminal equipment.

Direct Dialed Call

The term "Direct Dialed Call" denotes a telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment. Direct Dialed Calls are also referred to as Station-to-Station calls.

Domestic

Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**2. Definitions (Cont'd)**

Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

ECC

The Federal Communications Commission.

Chester Long Distance Services Calling Card (CLDS Calling Card)

The Chester Long Distance Services Calling Card (CLDS Calling Card) is the Calling Card issued by the Company to Customers.

CLDS SC Tariff No. 1

Chester Long Distance Services, Inc. South Carolina Tariff No. 1 (CLDS SC Tariff No. 1) is the Company's tariff on file with the Public Service Commission of South Carolina containing rates, terms and conditions applicable to Company provision of Intrastate Long Distance Services.

International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country.

Interstate Long Distance Service

Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). Interstate Long Distance Service includes Interstate Operator Service offered by the Company as provided herein. The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

Interstate Operator Service

Interstate Operator Service is an Operator Service involving a telephone call originating in one state and terminating in another state. The term "state" for purposes of Interstate Operator Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**2. Definitions (Cont'd)**

Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the same state (also referred to as a "in-state" call). Intrastate Long Distance Service includes Intrastate Operator Service if offered by the Company as provided under the applicable tariff. The Company provides Intrastate Long Distance Service under the rates, terms and conditions contained in Chester Long Distance Services, Inc. South Carolina Tariff No. 1 (CLDS SC Tariff No. 1).

Intrastate Operator Services

Intrastate Operator Service is an Operator Service involving a telephone call originating and terminating in the same state.

Line Based Calling Card

A Line Based Calling Card, also called a Local Exchange Carrier Line Based Calling Card (LEC Line Based Calling Card), is a calling card issued to a subscriber by the subscriber's Local Exchange Carrier bearing an account number assigned by the LEC for purposes of billing by the Customer's LEC of calls carried by either the LEC or an interexchange carrier. LEC Line Based Calling Card calls require validation in the LEC's designated line information database (LIDB). Account numbers for LEC Line Based Calling Cards are generally based on the Customer's 10-digit telephone line number plus a four-digit personal identification number (PIN).

Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

Long Distance Service (LDS)

The term "Long Distance Service" denotes the furnishing of station-to-station direct dial interstate and international switched network services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels from the Company's Points of Presence to domestic points and international points and Calling Card Services made with the use of a Company issued Calling Card.

Operator Service

Operator Service is a Long Distance Service provided by the Company that includes, as a component, any automatic or live assistance to a Customer to arrange for billing or completion, or both, of the Long Distance Service.

Operator Services Call

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

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**2. Definitions (Cont'd)**

Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than CLDS, providing domestic or international communications service to the public.

Person-to-Person Call

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party.

Points of Presence

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

Rates, Terms and Conditions

Rates, Terms and Conditions refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.

Residential Customer

A Residential Customer is a customer designated as a residential customer for purposes of local exchange telephone service by the Customer's Local Exchange Carrier.

Service

The term "Service" denotes the offerings of the Company comprising Interstate Long Distance Service and International Long Distance Service.

Telecommunications

The term "telecommunications" denotes transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Station-to-Station Call

See Direct Dialed Call

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**2. Definitions (Cont'd)**

Third Party Call

A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

800 Service

800 Service is a one-way inbound service originating on facilities provided by the Company and terminating on a regular line. 800 Service enables the Customer to receive calls which are toll-free to the originating party. The 800 Service Customer is responsible for payment of charges associated with calls terminated to Customer's 800 Service. 800 Service includes use of toll free 800, 866, 877, 888 numbers or any other toll free numbers available under the North American Numbering Plan that may be provided by the Company. The term "800 number" as used in the Rates, Terms and Conditions includes all toll free numbers including, but not limited to, those utilizing 800, 866, 877 and 888 prefixes.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**3. General Regulations – Interstate and International Long Distance Services**

3.1 Service Description

The Company is a carrier providing Interstate Long Distance Service and International Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States, between points in the United States and international points, as described in these Rates, Terms and Conditions.

3.2 Interconnection with Other Common Carriers

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

3.3 Undertaking of the Company

The Company undertakes to provide switched Interstate Long Distance Service and International Long Distance Service in accordance with the terms and conditions set forth in the Rates, Terms and Conditions.

3.4 Use of Service

Customers by their acceptance of Service agree not to use the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

3.5 Service Availability

Interstate Long Distance Service and International Long Distance Service are available from points served by the Company in South Carolina. Interstate Long Distance Service and Intrastate Long Distance Service are not available where the Company has not made arrangements for interconnection with the Local Exchange Carrier. Notwithstanding the foregoing limitations or availability of Interstate Long Distance Service and International Long Distance Service, Calling Card Services are provided to CLDS Calling Card Customers for calls throughout the United States and International points accessed through use of the CLDS Calling Card 800 Toll Free number.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**3. General Regulations – Interstate and International Long Distance Services (Cont'd)**

3.6 Liability of the Company

Except as stated in this Section 3.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in the Rates, Terms and Conditions.

- (a) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under the Rates, Terms and Conditions including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- (b) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- (c) The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS**3. General Regulations – Interstate and International Long Distance Services (Cont'd)**3.7 Assignment

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

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

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



LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**3. General Regulations – Interstate and International Long Distance Services (Cont'd)**

3.8 Allowance for Interruption of Service

If, for any reason, the Service is interrupted, the Customer will only be charged for the Service that was actually used.

3.9 Access to Interstate Long Distance Service

- (a) Direct Dialed Interstate Long Distance Services are available where the Company has made arrangement for interconnection with the applicable local exchange carrier. Where a Customer subscribes to a direct connection in an area served by the Company, the Customer may use the Company's Interstate Long Distance Service by dialing 1 + area code and number, 0 + area code and number, or 00.
- (b) A Customer may access the Company's Interstate Long Distance Service from any location in the 50 United States, Puerto Rico, or the United States Virgin Islands through the use of the CLDS Ring Card.

3.10 Access to International Long Distance Service

- (a) Where a Customer subscribes to a direct connection for Interstate Long Distance Service in an area served by the Company, the Customer may use the Company's International Long Distance Services by dialing 011 + the County Code + the National Number (telephone number), 01 + the Country Code + the National Number, or 00.
- (b) A Customer may access the Company's International Long Distance Service from any point within the 50 United States, Puerto Rico or the United States Virgin Islands through the use of the CLDS Ring Card.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**3. General Regulations – Interstate and International Long Distance Services (Cont'd)**

3.11 Mileage Bands

Certain offerings of the Company for Interstate Long Distance Service may be rated on the basis of mileage bands. If rating for a Service is based on mileage bands, the applicable rate section in Section 9 will indicate the mileage bands. If mileage bands are not indicated in Section 9 for an offering, mileage bands do not apply.

- (a) For calls rated on the basis of mileage bands, calls are rated on the basis of airline mileage locations of the caller and the called party, regardless of the call's routing.
- (b) Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point. To determine the airlines distance between any two cities, the airline mileage is determined as follows:
  - (1) Obtain the "V" and "H" coordinates for each city.
  - (2) Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
  - (3) Square each difference obtained in step 2, above.
  - (4) Add the square of the "V" difference and the "H" difference obtained in step 3, above.
  - (5) Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.
  - (6) Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**4. Payment and Credit Regulations****4.1 Payment of Charges**

- (a) Customer shall pay for all charges invoiced for usage of the Company's Service hereunder. All bills are due as stated in the Customer's bill statement.
- (b) Once Service is activated, Customer is liable for the payment of all usage charges for Services to be provided by the Company to Customer.
- (c) Charges associated with usage shall be billed in arrears.
- (d) In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The Company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.
- (e) In the event the Company must employ the Services of attorneys for collection of charges due under these Rates, Terms and Conditions and any separate contract for special Services, Customer shall be liable for all costs of collection including a reasonable attorney's fee.
- (f) It is the intention of the Company to conform strictly to applicable laws.

**4.2 Security for Payment****(a) Authorization to Obtain Credit Information**

The Company reserves the right to require all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.

**(b) Deposit**

Prior to Service activation or any permitted assignment, the Company reserves the right to require any Customer whose credit worthiness has not been established to the reasonable satisfaction of the Company to make a deposit to guarantee payment of charges. After Service activation, if Customer's recurring charges are usage sensitive and Customer's actual monthly usage exceeds Customer's estimated monthly usage by more than 25% an additional deposit may be required.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**4. Payment and Credit Regulations (Cont'd)**4.2 Security for Payment (Cont'd)(b) Deposit (Cont'd)

- (1) The total amount of any security deposit, if required by the Company, shall be a maximum of the Customer's estimated charges for two (2) months' service. Deposits may be applied against any bill(s) owed by Customer to the Company for Interstate Long Distance Service, Intrastate Long Distance Service and International Long Distance Service, to the extent that such bill(s) are unpaid more than thirty (30) days after the bill date.
- (2) After the initial thirty (30) days, a deposit will accrue interest at a rate not to exceed the rate required under applicable state law for deposits.
- (3) A deposit will be returned by the Company under the following circumstances:

When an application for Service has been cancelled prior to Service activation, the deposit will be applied to any existing charges incurred in accordance with the provisions of the Rates, Terms and Conditions. The Company agrees to refund the excess portion of the deposit, if any, within thirty (30) days following settlement of Customer's account.

Upon the discontinuance of Service, the Company will refund Customer's deposit to the extent that it exceeds any unpaid charges for installation and Service to Customer.

- (4) The unused portion of a deposit and accrued interest will be refunded if Customer has demonstrated its credit worthiness by paying each and every bill rendered by the Company for Service within the designated payment period for each of the twelve (12) months following the tender of such deposit.
- (5) The refunding or crediting of Customer's deposit, and accrued interest, in no way relieves Customer from complying with all terms and provisions contained in the Rates, Terms and Conditions or from tendering payments when due.

LONG DISTANCE SERVICES  
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**4. Payment and Credit Regulations (Cont'd)**

4.3 Termination or Denial of Service by the Company

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Customer's Service. The Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, terminate, or suspend Customer's Service:

- (a) in the event Customer or Customer's agent: (i) willfully damages the Company's equipment, interferes with use of the Company's Service by other customers of the Company; (ii) unreasonably places capacity demands upon the Company's facilities or Service; or (iii) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fails to comply with the provisions of the Rates, Terms and Conditions or applicable law; or
- (b) in the event Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (c) in the event that the Company determines that any Service is being used fraudulently or illegally, whether by Customer or Customer's agent.

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

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

4.5 Reinstitution of Service

If Customer seeks reinstatement of Service following denial of Service by the Company, Customer shall pay to the Company prior to the time Service is reinstated (1) all accrued and unpaid charges, and (2) a deposit per Section 4.2(b)(1) in order to reinstate Service.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**4. Payment and Credit Regulations (Cont'd)**

4.6 Billing Disputes

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under Section 4.3 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

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

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

4.8 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

4.9 Late Payment Charge

When a Local Exchange Company provides the billing function on behalf of the Company, the Local Exchange Company's local exchange service late payment charge applies.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**5. Interstate Long Distance Service**

5.1 Types of Offerings

Interstate Long Distance Service, Calling Card Service, Ring WATS Service, and 800 Service is available at the rates listed on the Company's web site at <http://www.chestertel.com>. The rates and surcharges for the various offerings of the Company, including qualification requirements for individual calling plans and services, are listed at the Company's web site and are incorporated by reference into the Rates, Terms and Conditions. Indications of inclusion of Interstate Long Distance Service in a calling plan may be indicated by "Domestic". Operator Services, Directory Assistance and non-Chester Long Distance Services, Inc. Calling Card Service rates are listed in Sections 8 and 9, herein.

(a) Determination of Duration

- (1) For Direct Dialed, Calling Card, Operator Services and 800 Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls, chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- (2) Chargeable time ends when the connection is terminated.
- (3) Chargeable time does not include the time lost because of faults or defects in the Service.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**5. Interstate Long Distance Service (Cont'd)**

5.1 Types of Offerings (Cont'd)

(b) Determination of Time of Day

- (1) Standard, Discount, and Economy, or Day, Evening, and Night/Weekend times are determined by the local time of the location of the rate center of the calling service point. Chargeable time for a rate period (e.g. 8 a.m. – 5 p.m.) begins with the first stated hour (8 a.m.) and continues to, but does not include, the second stated hour (5 p.m.). The rate applicable at the start of chargeable time at the calling station applies to the entire call. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.
- (2) The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

<u>Holiday</u>	<u>Date</u>
- New Year's Day	January 1
- Independence Day	July 4
- Labor Day	Variable
- Thanksgiving Day	Variable
- Christmas Day	December 25

(c) Calculation of Billable Time

Unless otherwise indicated in Section 8 and 9 or on the Company's web site for a specific service or calling plan, calls are billed based on whole minute increments with partial minutes rounded up to the next whole minute and billed at the additional minute rate. For Ring WATS Service, calls are billed in six (6) second increments, with the remaining seconds, if any, rounded up to the next six (6) second interval and billed at the additional six (6) second rate.



LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**6. International Long Distance Service**

6.1 Types of Offerings

Rates and Surcharges for Direct Dialed International Long Distance and International Long Distance Calling Card Service, including qualification requirements for individual calling plans, are listed at the Company's web site and are incorporated by reference into the Rates, Terms and Conditions.

(a) Determination of Duration

- (1) For all Services offered under the Rates, Terms and Conditions, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- (2) Chargeable time ends when the connection is terminated.
- (3) Chargeable time does not include the time lost because of faults or defects in the Service.

(b) Calculation of Billable Time

Unless otherwise indicated on the Company's web site or in Section 10 for a specific service or calling plan, calls are billed based on whole minute increments with partial minutes rounded up to the next whole minute and billed at the additional minute rate.

(c) Determination of Time of Day

In the event rates are dependent on time of day and day of the week, times are determined by the local time of the location of the rate center of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the entire call. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**7. Operator Services**

7.1 General

The Company provides Operator Services for telephone calls initiated from its Customers' locations through contractual relationships with interstate service providers. Operator Services provided by the Company include Interstate Operator Services.

7.2 Responsibilities of the Company for Operator Services

In addition to the responsibilities of the Company established elsewhere in the Rates, Terms and Conditions, the following responsibilities of the Company apply to Company provision of Operator Services.

- (a) The Company shall identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call and a second time before the Customer incurs any charge for the call.
- (b) The Company shall permit the Customer to terminate the telephone call at no charge before the call is connected.
- (c) The Company shall disclose immediately to the Customer, upon request and at no charge to the Customer,
  - (1) a quote of its rates or charges for the call;
  - (2) the methods by which such rates or charges will be collected; and
  - (3) the methods by which complaints concerning such rates, charges, or collection practices will be resolved.

7.3 Responsibilities of the Customer for Operator Services

In addition to the responsibilities and obligations of the Customer established elsewhere in the Rates, Terms and Conditions, the following responsibilities apply to Customer use of Company provided Operator Services.

- (a) The Customer is responsible for compliance with the applicable regulations set forth in these Rates, Terms and Conditions.
- (b) The Customer is responsible for establishing his, her or their identity as often as necessary during the course of a call.
- (c) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- (d) The Customer is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**7. Operator Services (Cont'd)**

7.4 Billing Arrangements

(a) Collect, Calling Card and Third Party Calls

Charges for calls of this type will be included on the Billed Party's regular local telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company or a bill issued directly by the Company or its billing and collection agent or clearing house. Individual types of billing arrangements may not be available for all types of Operator Services. Where a billing arrangement is not available for a call, the Company will not provide Operator Service.

(b) Credit Card Calls

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company. Where a billing arrangement is not available for the Company to bill for charges to a credit card, the Company will not provide Operator Service with respect to credit card calls.

(c) Unanswered Calls

The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

(d) Call Splashing

The Company will not engage in Call Splashing, unless the Customer requests to be transferred to another provider of Operator Services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**7. Operator Services (Cont'd)**

7.4 Billing Arrangements (Cont'd)

(e) Billing Entity Conditions

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

Telecommunications Consumers Division  
Federal Communications Commission  
445 12th Street, S.W.  
Room 5-A724  
Washington, D.C. 20554

Customers may file a complaint with the FCC Enforcement Bureau –  
Telecommunications Consumers Division at: <http://www.fcc.gov/eb/tcd>.

7.5 Description of Interstate Operator Services

The Company offers Interstate Operator Services pursuant to these Rates, Terms and Conditions. All Interstate Operator Services are offered for the purpose of completing interstate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) in the United States.

(a) Types of Operator Services

The Company provides the following types of Interstate Operator Services:

- (1) Collect Calls
- (2) Third Party Calls
- (3) Calling Card Calls

Definitions of these services are provided in Section 2 of the Rates, Terms and Conditions.

(b) Person-to-Person-Calls

Collect Calls, Third Party Calls and Calling Card Calls for Interstate Operator Services may optionally be placed on a Person-to-Person Call basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**8. Rates for Interstate Long Distance Service**

8.1 Direct Dialed Interstate Long Distance Service

Direct Dialed Interstate Long Distance Service Calls are calls which are automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment. Rates and additional requirements are listed at the Company's web site.

8.2 Company Issued Calling Card Service

- (a) The Company offers two (2) types of Calling Card Services. The Customer has the option of choosing either a Ring Calling Card or Thin Ring Calling Card, each of which has a distinct 1-800 access number. Interstate Calling Card Rates and surcharges, including qualification requirements for Calling Card Service accessed through use of a Company Issued Calling Card are listed on the Company's web site.
- (b) In addition to the Usage Sensitive Charges for Ring Card and Thin Ring Card Calling Card Services described on the Company's web site, operator surcharges described at Section 9.1(b) and 9.1(c) apply when a Customer utilizes Operator Services to complete Calling Card Calls.

LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**8. Rates for Interstate Long Distance Service (Cont'd)**

8.3 Non-Company Issued Calling Card Service

Customers may use Local Exchange Carrier Line Based Calling Cards (LEC Line Based Calling Cards) to complete Calling Card Calls from lines presubscribed to Chester Long Distance Services, Inc. Completion of LEC Line Based Calling Cards by the Company is subject to validation of the LEC Line Based Calling Card. Rates are listed in Section 8.3, below.

(a) Non-Company Issued Calling Card Service Rate Schedule

Mileage	WEEKDAY RATE 8 am thru 5 pm Mon thru Fri Per minute Rate	EVENING RATE 5 pm thru 11 pm Except Saturday Per Minute Rate	NIGHT/WEEKEND 11 pm to 8 am & all Day Sat/Sun til 5 pm Per Minute Rate
1-10	0.2160	0.1260	0.1080
11-22	0.2160	0.1260	0.1170
23-55	0.2250	0.1440	0.1170
56-70	0.2340	0.1440	0.1260
71-124	0.2340	0.1440	0.1260
125-292	0.2430	0.1440	0.1260
293-430	0.2430	0.1530	0.1260
431-925	0.2430	0.1530	0.1260
926-1910	0.2430	0.1530	0.1260
1911-3000	0.2520	0.1530	0.1350
3001-4250	0.2790	0.1980	0.1530
4251-5750	0.3060	0.2070	0.1530

(b) Surcharge for Non-Company Issued Calling Card Service

In addition to the usage-sensitive charges listed in 8.3(a) above, a surcharge is assess for Direct Dialed Long Distance Service calls billed to Non-Company Issued Calling Cards, including Directory Assistance Service calls.

Surcharge \$0.80 Per Call

(c) Operator Service Charges

In addition to the Usage Sensitive Charges for Non-Company Issued Calling Card Service under Section 8.3(a) and 8.3(b) above, operator surcharges described at Section 9.1(b) and 9.1(c) apply when a Customer utilizes Operator Services to complete Non-Company Issued Calling Card Calls.

LONG DISTANCE SERVICES  
 RATES, TERMS AND CONDITIONS

**8. Rates for Interstate Long Distance Service (Cont'd)**

8.4 800 Toll Free Service

800 Toll Free Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. This Service enables the Customer to receive calls which are toll-free to the originating party. The Customer is responsible for payment of all charges associated with calls so terminated. This service is available to both Business and Residential Customers. The Company's 800 Toll Service is called "Residence 800" and "Business 800 Service." Rates and additional requirements are listed on the Company's web site.

8.5 Ring WATS

Ring Wide Area Telecommunications Service (WATS) is an Interstate Direct Dialed service offered over the Customer's existing telephone line(s) and is available to both Business and Residential Customers.

In addition to the Rates and Monthly Surcharge listed on the Company's web site, a one-time charge for installation shall be assessed as follows:

Rate	\$ 10.00 per main billed account
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8.6 Directory Assistance

Interstate Directory Assistance Service is obtained by dialing 1-NPA-555-1212 from a line presubscribed to the Company for InterLATA interexchange service.

Rate Per Call	\$0.75
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8.7 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate and international balance, only a single returned check charge will apply.

Per Occasion	\$25.00
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LONG DISTANCE SERVICES  
RATES, TERMS AND CONDITIONS

**9. Rates for Interstate Operator Services**

9.1 Operator Assisted Service

(a) Usage Sensitive Charge

In addition to the Operator Surcharge described in Sections 9.1(b) and 9.1(c) below, the following usage sensitive charges apply to Operator Services Calls.

Mileage	WEEKDAY RATE 8 am thru 5 pm Mon thru Fri Per minute Rate	EVENING RATE 5 pm thru 11 pm Except Saturday Per Minute Rate	NIGHT/WEEKEND 11 pm to 8 am & all Day Sat/Sun til 5 pm Per Minute Rate
1-10	0.2160	0.1260	0.1080
11-22	0.2160	0.1260	0.1170
23-55	0.2250	0.1440	0.1170
56-70	0.2340	0.1440	0.1260
71-124	0.2340	0.1440	0.1260
125-292	0.2340	0.1440	0.1260
293-430	0.2430	0.1530	0.1260
431-925	0.2430	0.1530	0.1260
926-1910	0.2430	0.1530	0.1260
1911-3000	0.2520	0.1530	0.1350
3001-4250	0.2790	0.1980	0.1530
4251-5750	0.3060	0.2070	0.1530

(b) Operator Surcharge-Except Person-to-Person

In addition to the Usage Sensitive Charge described in Section 9.1(a) above, the following Operator Surcharges apply to Operator Services Calls, other than Person-to-Person Calls:

Operator Assistance for Operator Services Calls,  
except Person-to-Person calls:

\$1.75 Per Call

When the Customer has the capability of dialing all digits necessary to complete a call, but elects to dial only the appropriate operator code ("0", "00" or the carrier code + 0) and requests the operator to dial the called station, an additional surcharge of \$0.75 per call shall be charged in addition to the Operator Assistance charge stated above.



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**9. Rates for Interstate Operator Services (Cont'd)**

9.1 Operator Assisted Service (Cont'd)

(c) Operator Surcharge-Person-to-Person Calls

In addition to the Usage Sensitive Charge described in Section 9.1(a) above, the following Operator Surcharges apply to Person-to-Person Calls:

Operator Assistance for Person-to-Person Calls:	\$3.50 Per Call
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When the Customer has the capability of dialing all digits necessary to complete a call, but elects to dial only the appropriate operator code ("0", "00" or the carrier code + 0) and requests the operator to dial the called station, an additional surcharge of \$0.75 per call shall be charged in addition to the Operator Assistance charge stated above.

## LONG DISTANCE SERVICES

**10. Rates for International Long Distance Service**10.1 Direct Dialed International Long Distance Service

Direct Dialed International Long Distance Service Calls are calls which are automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. International Long Distance Service rates for Direct Dialed Business and Direct Dialed Residential calls to and from international points, where available, are described on the Company web site, listed under "International Rates".

10.2 Calling Card Service

The Company offers International Calling Card Service. A distinct 1-800 access number is provided for International Calling Card Service. International Long Distance Service Calling Card Service includes calls from Domestic points to international points, and where available, from international points to Domestic points. The rates for the various offerings of the Company, including qualification requirements for Calling Card Service, are listed at the Company's web site and are incorporated by reference into the Rates, Terms and Conditions. The International Calling Card rates are the same as the International Direct Dialed International Calls.