



October 12, 2011
Via Overnight Delivery

Ms. Sharla Dillon
Dockets and Records Manager, Utilities Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

**Re: G3 Telecom USA, Inc. - Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee
Docket 1100117**

Dear Ms. Dillon,

Enclosed for filing are the original and thirteen (13) copies of the proposed long distance rate sheet to supplement the Application for Certificate to Provide Operator Services and/or Resell Telecommunications Services in Tennessee filed on behalf of G3 Telecom USA, Inc.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at stthomas@tminc.com.

Please acknowledge receipt of this filing by returning, file-stamped the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Thomas", is written over a horizontal line.

Sharon Thomas
Consultant to G3 Telecom USA, Inc.

Enclosure
ST/im

cc: Shams Manji, G3 Telecom USA
File: G3 - TN IXC
TMS: TN11100A

INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

**INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET
OF TENNESSEE
G3 TELECOM USA, INC.**

This Rate Sheet contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services by G3 Telecom USA, Inc., ("The Company") within the State of Tennessee. This Rate Sheet is on file with the Tennessee Regulatory Authority. Copies may be inspected, during normal business hours.

Issued: October 13, 2011

Effective:

By:

Ranjan Arora, Secretary / Treasurer
1039 McNicoll Avenue
Toronto, Ontario
Canada – M1W 3W6

INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

CHECK SHEET

All sheets of this Rate Sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and/or revised sheets as named below comprise all changes from the original Rate Sheet and are currently in effect as of the date of the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	24	Original	*
1	Original	*	25	Original	*
2	Original	*	26	Original	*
3	Original	*	27	Original	*
4	Original	*			
5	Original	*			
6	Original	*			
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16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			

* - indicates those pages included with this filing

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of Rate Sheet schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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RATE SHEET FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Rate Sheet. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Tennessee Regulatory Authority. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Tennessee Regulatory Authority is not always the Rate Sheet page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a Rate Sheet filing is made with the Tennessee Regulatory Authority, an updated Check Sheet accompanies the Rate Sheet filing. The Check Sheet lists the pages contained in the Rate Sheet, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The Rate Sheet user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Tennessee Regulatory Authority.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

APPLICATION OF RATE SHEET

This Rate Sheet contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by G3 Telecom USA, Inc. within the state of Tennessee.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this Rate Sheet.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - G3 Telecom USA, Inc., unless otherwise indicated by the context.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company - G3 Telecom USA, Inc.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Rate Sheet.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Rate Sheet. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this Rate Sheet. A Subscriber is also a Customer under the terms of the Rate Sheet.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

TRA - Refers to the Tennessee Regulatory Authority.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company's services and facilities are furnished for long distance calling services originating and terminating within the State of Tennessee under terms of this Rate Sheet. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for the provision of communications services provided in this Rate Sheet for Customers in accordance with the terms and conditions set forth under this Rate Sheet.

2.2 Use

2.2.1 Services provided under this Rate Sheet may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Rate Sheet. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Rate Sheet.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Rate Sheet. 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 Rate Sheet.
- 2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Rate Sheet, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its services when available, and will not be liable for errors in transmission or failure to establish connection.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by The Company in its reasonable judgment.
- 2.3.5** Service may be limited or discontinued by The Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when The Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment or Transfer**

All service provided under this Rate Sheet is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service 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 location of service. All terms and conditions contained in this Rate Sheet shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

2.5.1 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, maintaining, restoring, or changing the service or facilities or equipment in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.14, whichever is greater, for the period during which the faults in transmission occur.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their 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, storm or other similar occurrence, any law, order, regulation, direction, action or request 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 the Tennessee Regulatory Authority's Rules and Regulations.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (Cont'd.)

- 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, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- A.** 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 facilities or equipment;
 - B.** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
 - C.** 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, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Minimum Period**

No minimum period is applicable to the services offered by the Company under this Rate Sheet.

2.7 Billing and Payment for Service**2.7.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);
- D. any calls placed via the Company's services as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- E. any and all calls placed to a local access or toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment for Service, (Cont'd.)****2.7.2 Billing of Service**

- A.** Invoices are not issued for pre-paid services. Customers may view their account balance and call detail information at any time via secure online access to their account. This information is updated on a daily basis.
- B.** For post-paid services, invoices are available electronically via online access or as a paper bill mailed to the Customer's address of record, at the Customer's discretion. If the Customer elects to receive a paper invoice, a monthly fee of \$1.99 will apply. No fee will be assessed for the electronic billing option.

- C. Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

If the Customer is not satisfied with the resolution of bill disputes, the Customer can appeal to the Tennessee Regulatory Authority for final resolution.

2.7.3 Payment for Service

- A.** All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B.** The Company accepts payments via credit card or a pre-authorized payment plan, which allows the Customer to set up automatic payments via a bank account.
- C.** Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Disputes with respect to charges must be presented to the Company in writing within forty-five (45) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing and Payment for Service, (Cont'd.)****2.7.4 Late Payment Fees**

If any portion of a payment due is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

2.8 Deposits

The Company does not require deposits.

2.9 Advance Payments

The Company does not collect advanced payments. Establishment of a pre-paid account is not an advance payment. Unlike a deposit or advance payment, a pre-paid account balance is not held against future payment as all service is available for immediate consumption.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Taxes and Fees**

- 2.10.1** State and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are not included in the quoted rates and charges set forth in this Rate Sheet. To the extent that a municipality, other political subdivision or local agency of government, or Regulatory Authority 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, may be assessed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.2** 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), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service. Customers will receive notice of rate changes associated with these imposed charges.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Taxes and Fees, (Cont'd.)****2.10.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic public telephone used to access the Company's services. This 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 public telephone.

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

The Public Telephone Surcharge will be deducted from the Customer's prepaid calling card account.

Rate Per Call:	\$0.60
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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including 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 the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 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.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Rate Sheet and the other common carrier's Rate Sheets.

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected 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.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Responsibilities of the Subscriber**

- 2.13.1** The Subscriber is responsible for complying with Rate Sheet regulations, and for ensuring that Authorized Users comply with Rate Sheet regulations.
- 2.13.2** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.13.3** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.
- 2.13.4** The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Responsibilities of Authorized Users**

- 2.14.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this Rate Sheet as well as all rules and regulations of the Regulatory Authority and the FCC.
- 2.14.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.14.3** The Authorized User 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.

2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-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 local exchange company access.

2.16 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

3.1.1 Timing of Calls

Chargeable time for all calls begins when a connection is established between the calling station and the called station. Chargeable time ends when one of the parties disconnects from the call, thereby releasing the network connection.

3.1.2 The Company will not knowingly bill for incomplete calls.

3.1.3 Unless otherwise specified, charges for all calls are assessed in one (1) minute increments with a minimum increment of one (1) minute. Partial minutes are rounded to the next higher minute increment.

3.1.4 Calls are not time-of-day or day-of-week sensitive.

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INTEREXCHANGE TELECOMMUNICATIONS RATE SHEET

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.2 Long Distance Monthly Regular Plan****3.2.1 Description**

The Monthly Regular Plan is a long distance plan available to business and residential Customers. The Customer accesses the Company's network by dialing a local access code, available in most cities. The service may also be accessed by dialing a toll free number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

3.2.2 Rates and Charges

- | | | |
|----|--|---------|
| A. | Local Access Dialed, rate per minute: | \$0.029 |
| B. | Toll Free Access Dialed, additional rate per minute: | \$0.015 |
| C. | Monthly Recurring Charge: | \$0.99 |

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.3 Long Distance Monthly Plus Plan****3.3.1 Description**

The Monthly Regular Plan is a long distance plan available to business and residential Customers. The Customer accesses the Company's network by dialing a local access code, available in most cities. The service may also be accessed by dialing a toll free number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

3.3.2 Rates and Charges

A.	Local Access Dialed, rate per minute:	\$0.025
B.	Toll Free Access Dialed, additional rate per minute:	\$0.015
C.	Monthly Recurring Charge:	\$1.99

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.4 Long Distance Unlimited Plans****3.4.1 Description**

The Long Distance Unlimited Plans are available to existing or new residential customers for normal residential use. These plans are available only where a local access number is available. The Customer accesses the Company's network by dialing a local access code, available in most cities.

Unlimited Plans are available for a single telephone number per subscriber.

3.4.2 Rates and Charges

- | | | |
|----|--|---------|
| A. | Unlimited minutes within US and Canada: | \$19.95 |
| B. | Unlimited minutes within US and Canada and to over 40 countries: | \$29.95 |

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.5 One Cent Long Distance Bundles****3.5.1 Description**

The One Cent Long Distance Bundles are available to existing or new residential or business customers. These plans are available only where a local access number is available. The Customer accesses the Company's network by dialing a local access code, available in most cities. Any minutes used during the month in excess of the bundle's allotted minutes per month will be charged a per minute rate.

3.5.2 Rates and Charges**A. Monthly Recurring Charge**

500 Minutes	\$ 4.95
1000 Minutes	\$ 9.95
1500 Minutes	\$14.95

B. The per minute rate for calls in excess of the allotted minutes in the bundled package: \$0.025

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Prepaid Regular Plan****3.6.1 Description**

Prepaid Regular Plan is available to business and residential Customers. Calls are originated by dialing a local or toll free access number, followed by a personal identification number in addition to the called number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

Prepaid accounts maintain an Available Usage Balance that is depleted on a real-time basis as calls are placed. A minimum of \$5 is required to initiate service. Customers are notified of their remaining account balance at the beginning of each call. The Customer can recharge the account online, via the Company's Automated Telephone Recharge System, or by calling customer service.

Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate, interstate or international location.

If a Customer wishes to discontinue service, the Customer may request and will receive a refund of any remaining account balance.

3.6.2 Rates and Charges

- A. Local Access Dialed, rate per minute: \$0.029
- B. Toll Free Access Dialed, additional rate per minute: \$0.015
- C. No Monthly Recurring Charge applies.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.7 Prepaid Plus Plan****3.7.1 Description**

Prepaid Plus Plan is available to business and residential Customers. Calls are originated by dialing a local or toll free access number, followed by a personal identification number in addition to the called number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

Prepaid accounts maintain an Available Usage Balance that is depleted on a real-time basis as calls are placed. A minimum of \$5 is required to initiate service. Customers are notified of their remaining account balance at the beginning of each call.

Prepaid Plus Plan Customers must opt for Auto Recharge which automatically replenishes the account with a predetermined amount when the account balance reaches a balance of \$5.00.

Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate, interstate or international location.

If a Customer wishes to discontinue service, the Customer may request and will receive a refund of any remaining account balance.

3.7.2 Rates and Charges

- | | | |
|-----------|--|---------|
| A. | Local Access Dialed, rate per minute: | \$0.025 |
| B. | Toll Free Access Dialed, additional rate per minute: | \$0.015 |
| C. | No Monthly Recurring Charge applies. | |

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SECTION 4 - PROMOTIONS

4.1 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Customer to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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