

INTEREXCHANGE RESELLER TOLL TARIFF
OF
TON SERVICES INC.

This Tariff contains the service descriptions and rates applicable to the furnishing of interexchange resold telecommunications services offered by TON Services Inc. ("TON") within the State of Pennsylvania.

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Issued By:

Gary Barlow, Treasurer & CFO
4185 Harrison Boulevard., Suite 301
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LIST OF MODIFICATIONS

Supplemental No. 4

Changes: Addition of Schedules L, M, N, O, P and Q
Deletion of Schedule J
Various text changes

Pages: 4th Revised Title Page
1st Revised Page 0.1
4th Revised Page 1
1st Revised Page 6
1st Revised Page 7
1st Revised Page 10
1st Revised Page 22
2nd Revised Page 23
1st Revised Page 25
3rd Revised Page 27
3rd Revised Page 29
3rd Revised Page 30
3rd Revised Page 31
3rd Revised Page 32
2nd Revised Page 32.1
2nd Revised Page 32.2
2nd Revised Page 32.3
1st Revised Page 32.4
1st Revised Page 35.1
Original Pages 35.2 thru 35.7
1st Revised Page 38

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	4 th Rev.	*	26	1 st Rev.	
0.1	1 st Rev.	*	27	3 rd Rev.	*
1	4 th Rev.	*	28	3 rd Rev.	
2	1st Rev.		29	3 rd Rev.	*
3	Original		30	3 rd Rev.	*
4	Original		31	3 rd Rev.	*
5	Original		32	3 rd Rev.	*
6	1 st Rev.	*	32.1	2 nd Rev.	*
7	1 st Rev.	*	32.2	2 nd Rev.	*
8	Original		32.3	2 nd Rev.	*
9	Original		32.4	1 st Rev.	*
10	1 st Rev.	*	33	2nd Rev.	
11	Original		34	2nd Rev.	
12	Original		35	2nd Rev.	
13	1st Rev.		35.1	1 st Rev.	*
14	Original		35.2	Original	*
15	Original		35.3	Original	*
16	Original		35.4	Original	*
17	Original		35.5	Original	*
18	Original		35.6	Original	*
19	Original		35.7	Original	*
20	Original		36	Original	
21	Original		37	1 st Rev.	
22	1 st Rev.	*	38	1 st Rev.	*
23	2 nd Rev.	*			
24	1 st Rev.				
25	1 st Rev.	*			

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify Changed Regulation.
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a rate
- (M) - - Moved from Another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a rate
- (S) - Matter Appearing Elsewhere or Repeated for Clarification
- (T) - Change in Text But No Change to Rate or Charge
- (Z) - Correction

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially, however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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 tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, 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 tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a TON Services Inc. switching center or point of presence.

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

Available Account Balance - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

Call Unit - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Called Party - The person, individual, corporation, or other entity whose telephone number is called by the End user.

Commission - refers to the Pennsylvania Public Utility Commission.

Cost Deductions - Deductions in the dollar amount remaining on a Customer's prepaid caused by using the prepaid service.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Customer Account - A Company account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are depleted on a real time basis during each call placed on each account.

Company - TON Services Inc. ("TON"), unless otherwise indicated by the context.

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

Debit Card – A card issued by the Company which provides the Customer with a PIN and instructions for accessing the Company’s network. (C)
(C)

Depletion - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

Dollar-Based Accounts - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars.

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

Identification Number - A unique numerical code associated with each prepaid card. (C)

Initial Account Balance - The Available Balance of a Customer Account upon issuance of a PIN and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units. (C)

LEC - Local Exchange Company (D)
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(D)

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

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(D)

Personal Identification Number (PIN) - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Prepaid Account from which charges for service shall be prepaid and which validates the caller's authorization to use the services provided.

(C)
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(C)

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Calling Card call.

Prepaid Calling Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Subscriber - A party who subscribes to prepaid service.

TON - Used throughout this tariff to mean TON Services Inc. unless clearly indicated otherwise by the text.

Unit-Based Accounts - Service where the Initial Balance and Available Balance is expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

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(D)

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

TON is a resale common carrier providing prepaid card services to Customers within the State of Pennsylvania. TON's services and facilities are furnished for communications originating at specified points within the State of Pennsylvania under terms of this Tariff.

TON provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. TON may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the TON services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by TON within the state of Pennsylvania.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations****2.3.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by The Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- A.** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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

2.3 Payment and Credit Regulations, (Cont'd.)

2.3.2 Deposits

TON does not collect deposits from its Customers.

2.3.3 Reserved for Future Use

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(D)

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations, (Cont'd.)****2.3.4 Billing Entity Conditions**

When billing functions on behalf of TON 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 charge conditions.

2.3.5 Payment Due Date and Late Payment Charges

The Company does not collect late payment charges. Unlike a deposit or advance payment, a Prepaid Account balance is not held against future payment as all service is available for immediate consumption.

2.3.6 Return Check Charge

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Pennsylvania law and Pennsylvania PUC regulations.

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

2.4 Taxes and Fees

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

2.4.1 For Prepaid Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.4.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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

2.4 Taxes and Fees, (Cont'd.)

2.4.3 (cont'd.)

A. Pay 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 pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

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

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

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 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 telecommunications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2 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 or access-code programmed telephone systems 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.5.2 Inspection, Testing and Adjustment**

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

2.6 Liabilities of the Company

2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Liabilities of the Company, (Cont'd.)**

- 2.6.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4** The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refusal or Discontinuance by Company**

2.7.1 TON may refuse or discontinue service to a Customer without notice under the following conditions:

- A.** In the event of tampering with the Company's equipment;
- B.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.7.2 The Company may discontinue service to a Customer under the following conditions after giving the Customer five (5) days' (excluding Sundays and legal holidays) notice:

- A.** For failure of the Customer to pay a bill for service when due;
- B.** For failure of the Customer to meet the Company's deposit and credit requirements;
- C.** For failure of the Customer to make proper application for service;
- D.** For the Customer's violation of any of the Company's rules on file with the Commission;

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

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- E.** For failure of the Customer to provide the Company with reasonable access to its equipment and property;
- F.** For the Customer's breach of the contract for service between the Company and the Customer;
- G.** For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
- H.** When necessary to comply with any order or request of any governmental authority having jurisdiction.

2.7.3 Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

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

2.8 Limitations of Service

- 2.8.1** Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2** TON reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4** TON reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling TON' Pennsylvania intrastate service must have authority to provide interexchange services from the Pennsylvania Public Utility Commission.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Pennsylvania PUC and FCC rules and regulations.

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

2.13 Rules Applicable to Toll-Free Services

The Company will make every effort to reserve Toll Free (i.e. "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.14 Other Rules

2.14.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain PINs 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 service can be provided without undue risk of fraud.

(C)

SECTION 3 - RATES AND SERVICES**3.1 General**

TON provides prepaid card service for communications originating and terminating within the State of Pennsylvania. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed using the Company's service. Charges may vary by service offering, mileage band, class of call, time of day, day of week, calling volume and/or call duration. Customers are billed based on their use of TON's services and network. No installation charges apply.

Exclusions - The following call types may not be completed with TON's Debit Card service:

- Calls to 700 numbers
- Calls to 800 series numbers
- Calls to 900 numbers
- Busy Line Verify and Busy Line Interrupt
- Calls requiring the quotation of time and charges
- All Operator Services Calls
- Conference Calls

(C)
(D)

Except as may be specifically referenced therein, calls made utilizing TON's Debit Card services are not included in any specialized service offerings nor promotions.

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SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.2 Reserved For Future Use

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SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established) including pick up of answering machines & voicemail. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. (C)
- 3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3** Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.3.4** No charges apply to incomplete calls.
- 3.3.5** When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.6 Prepaid Card Service - Schedule A

Prepaid Card Service - Schedule A permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule A Cards are not rechargeable. The Available Usage Balance expires 180 days from the date of activation of the Card. Schedule A cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (C)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [1]

3.6.1 Prepaid Card Service - Schedule A Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

	Minimum	Maximum
Price Per Unit	\$0.0350	HITDR**
	Minimum	Maximum
Access Fee, per call:	0 Units	HITC*
Payphone compensation Charge, per call	0 Units	HITC*

**** HITDR - Highest Interexchange Transporter Daytime Rate.**

*** HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.7 (Reserved for Future Use)

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SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.8 Prepaid Card Service - Schedule C

Prepaid Card Service - Schedule C permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule C Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four (24) hour recharge amount by phone order is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (C)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [9]

3.8.1 Prepaid Card Service - Schedule C Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

	Minimum	Maximum
Price Per Unit	\$0.0350	HITDR**
	Minimum	Maximum
Access Fee, per call:	0 Units	HITC*
Payphone compensation Charge, per call	0 Units	HITC*

**** HITDR - Highest Interexchange Transporter Daytime Rate.**

*** HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.9 Prepaid Card Service - Schedule D

Prepaid Card Service - Schedule D permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule D cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule D Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (C)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [4,5,6]

3.9.1 Prepaid Card Service - Schedule D Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price Per Unit	\$0.0350	HITDR**
	Minimum	Maximum
Access Fee, per call:	0 Units	HITC*
Payphone compensation Charge, per call	0 Units	HITC*

**** HITDR - Highest Interexchange Transporter Daytime Rate.**

*** HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.10 Bank Card Service - Schedule E

Bank Card Service - Schedule E permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule E service by dialing a Company-specified access code. (C)

Schedule E Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call. (C)
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 (C)

(D)
 (D)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [11,12,14]

3.10.1 Bank Card Service - Schedule E Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price Per Unit	\$0.50	HITDR**
	Minimum	Maximum
Payphone compensation Charge, per call	0 Units	HITC*

** HITDR - Highest Interexchange Transporter Daytime Rate.

* HITC - Highest Interexchange Transporter Charge

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.11 Prepaid Card Service - Schedule F

Prepaid Card Service - Schedule F permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule F Cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (C)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [10]

3.11.1 Prepaid Card Service - Schedule F Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price Per Unit	\$0.0350	HITDR**
	Minimum	Maximum
Access Fee, per call:	0 Units	HITC*
Payphone compensation Charge, per call	0 Units	HITC*

**** HITDR - Highest Interexchange Transporter Daytime Rate.**

*** HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

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SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.13 Prepaid Card Service - Schedule H

Prepaid Card Service - Schedule H permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule H Cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. Schedule H Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (C)
(C)
(C)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [7]

3.13.1 Prepaid Card Service - Schedule H Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price Per Unit	\$0.0350	HITDR**
	Minimum	Maximum
Payphone compensation Charge, per call	0 Units	HITC*

**** HITDR - Highest Interexchange Transporter Daytime Rate.**

*** HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.14 Bank Card Service - Schedule I

Bank Card Service - Schedule I permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule I service by dialing a Company-specified access code. (C)

Schedule I Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call. (C)
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 (C)

(D)
 (D)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [13]

3.14.1 Bank Card Service - Schedule I Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price Per Unit	\$0.050	HITDR**
	Minimum	Maximum
Payphone compensation Charge, per call	0 Units	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate.**

* **HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

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SECTION 3 - RATES AND SERVICES, (CONT'D.)**3.16 Prepaid Card Service - Kardlink Management****(T)**

Prepaid Card Service - Kardlink Management is offered for those Customers who wish to purchase prepaid cards in bulk. This offering is designed primarily for business Customers who provide prepaid cards for use by their employees. Kardlink Management includes a web-based service that allows the Customer to control the amount of money spent each month for phone usage.

Kardlink Management Cards are rechargeable via the Company's website. The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Payment for Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. Payment may be made via automatic bank draft, check or money order. Calling time will then be added to the applicable Kardlink cards in the Customer's account.

The Customer may allot a predetermined amount of time each month to be used for long distance calling for each card. Card renewal may be accomplished either by adding time manually or by setting defaults to add calling time automatically via the Company's Internet web page. Default settings may be changed for all cards on the account or for individual cards.

As part of the service, call detail is made available through the Company's Internet web page. The Customer may view and print statements and receipts on all financial transactions via the web. The Customer may obtain call detail for each individual card or receive a summary of all the cards in the Customer's account.

Call charges are deducted from each card on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [8]

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.16 Prepaid Card Service - Kardlink Management, ((cont'd.)) (T)

3.16.1 Prepaid Card Service - Kardlink Management Rates (T)

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price Per Unit	\$0.0375	HITDR**
	Minimum	Maximum
Payphone compensation Charge, per call	0 Units	HITC*

**** HITDR - Highest Interexchange Transporter Daytime Rate.**

*** HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)**3.17 Prepaid Sponsor Program****(T)**

The Prepaid Sponsor Program, where available, is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Company's Prepaid card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Company's trade mark, trade name, service mark or other image on the card.

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SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.18 Prepaid Card Service - Schedule K

Prepaid Card Service - Schedule K permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$1.03 balance remaining.

Schedule K Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four (24) hour recharge amount is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule K Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (C)

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [21] (C)

3.18.1 Prepaid Card Service - Schedule K Rates

Calls are measured and consumed on a per minute basis.

	Minimum	Maximum	
Price Per Minute	\$0.019	HITDR**	
Access Fee, per call:	\$0.50	HITC*	
Payphone compensation Charge, per call	\$0.25	HITC*	
Monthly Recurring Service Fee	\$0.25	HITC*	(N)

** **HITDR - Highest Interexchange Transporter Daytime Rate.**

* **HITC - Highest Interexchange Transporter Charge**

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.19 Prepaid Card Service - Schedule L

(C)

Prepaid Card Service - Schedule L permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$0.792 balance remaining.

Schedule L Cards are rechargeable in person only, and may not be recharged over the phone. The minimum recharge amount is \$5. The Available Usage Balance expires 360 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [18]

3.19.1 Prepaid Card Service - Schedule L Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

	Minimum	Maximum
Price per Unit:	\$0.50	HITDR**
Access Fee, per call:	\$0.25	HITC*
Payphone Compensation Chg., per call:	\$0.25	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate**

* **HITC - Highest Interexchange Transporter Charge**

(C)

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.20 Prepaid Card Service - Schedule M

(C)

Bank Card Service - Schedule M permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule M service by dialing a Company-specified access code.

Schedule M Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [24]

3.20.1 Prepaid Card Service - Schedule M Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the card.

	Minimum	Maximum
Price per Unit:	\$0.040	HITDR*
Access Fee, per call:	none	HITC*
Payphone Compensation Chg., per call:	0 Units	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate**

* **HITC - Highest Interexchange Transporter Charge**

(C)

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.21 Prepaid Card Service - Schedule N

(C)

Prepaid Card Service - Schedule N permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$0.71 balance remaining.

Schedule N Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four recharge amount by phone is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule N Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [22]

3.21.1 Prepaid Card Service - Schedule N Rates

Calls are measured and consumed on a per minute basis.

	Minimum	Maximum
Price per minute:	\$0.040	HITDR*
Access Fee, per call:	\$0.35	HITC*
Payphone Compensation Chg., per call:	\$0.2575	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate**

* **HITC - Highest Interexchange Transporter Charge**

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SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.22 Bank Card Service - Schedule O

(C)

Bank Card Service - Schedule O permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule O service by dialing a Company-specified access code.

The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the balance in the account is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [26]

3.22.1 Bank Card Service - Schedule O Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. The payphone compensation charge is waived for calls made from TON payphones.

	Minimum	Maximum
Price per Unit:	\$0.040	HITDR*
Payphone Compensation Chg., per call:	0 Units	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate**

* **HITC - Highest Interexchange Transporter Charge**

(C)

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.23 Employee Service - Schedule P

(C)

Employee Service - Schedule P rates are available to corporate employees and selected fleet customers. Schedule P permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule P service by dialing a Company-specified access code.

The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the balance in the account is insufficient to cover the charges associated with the call.

The card may be used at any time there are sufficient funds in the Customer's bank account or until the expiration date on the bank-provided prepaid card or until the bank account is closed.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [25]

3.23.1 Employee MasterCard Service - Schedule P Rates

Calls are measured and consumed on a per unit basis. A unit equals one minute for the purpose of debiting the account. A maximum of 100 units may be used for each call.

	Minimum	Maximum
Price per Unit:	\$0.025	HITDR*
Payphone Compensation Chg., per call:	\$0.37	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate**

* **HITC - Highest Interexchange Transporter Charge**

(C)

SECTION 3 - RATES AND SERVICES, (CONT'D.)

3.24 Prepaid Card Service - Schedule Q

(C)

Prepaid Card Service - Schedule Q permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$1.05 balance remaining. This card has special rates available for use with international service to Mexico. Dialing instructions are available in both English and Spanish.

Schedule Q Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four recharge amount is \$50. A monthly recurring charge applies for each month in which the card has a balance, regardless of usage. The Available Usage Balance expires 90 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule Q Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [27]

3.24.1 Prepaid Card Service - Schedule Q Rates

Calls are measured and consumed on a per minute basis.

	Minimum	Maximum
Price per minute:	\$0.020	HITDR*
Access Fee, per call:	\$0.50	HITC*
Payphone Compensation Chg., per call:	\$0.375	HITC*
Monthly Recurring Service Fee:	\$0.50	HITC*

** **HITDR - Highest Interexchange Transporter Daytime Rate**

* **HITC - Highest Interexchange Transporter Charge**

(C)

SECTION 4 - CONTRACTS AND PROMOTIONS**4.1 Promotional Offerings - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 5 - GRANDFATHERED SERVICES

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