

Price List

TON Services Inc.

Washington Price List No. 1

Original Page No. 1

Price Lists must be filed using the following format. All pages must include the telecommunications company name, page number, and effective date.

Telecommunications Company Name: TON Services Inc.

Address: 4185 Harrison Boulevard, Suite 301

City/State/Zip: Ogden, Utah 84403

Unified Business Identification Number (UBI): 601 482 493
(If you don't know your UBI number please contact the Department of Licensing at 360-644-1400)

Regulatory Contact:

Name: Brett Sanford, Chief Financial Officer

Phone Number: 801-624-4542 **Fax Number:** 801-624-4530 **E-Mail:** brett.sanford@tonservices.com

A complete copy of the company's Price List is available at this website address: www.tonservices.com

Place the service(s) will be provided: The entire State of Washington

WUTC should refer requests for information regarding consumer questions and/or complaints to the following company representative:

Name: Mark Poole

Title: Customer Service Manager

Phone Number: 1-877-866-7378 **Fax:** 801-624-4530 **E-Mail:** mark.poole@tonservices.com

Telecommunications Company Name: TON Services Inc.

TELECOMMUNICATIONS SERVICES PROVIDED:

	Local Exchange Service		Data Services
	Calling Cards	X	Prepaid Calling Cards
	Alternate Operator Services		Directory Assistance
	Long Distance InterLATA		WATS (800/888)
	Long Distance IntraLATA		
	Other, please specify		

Indicate limitations, terms, or conditions and all rates, charges, or prices for the services being offered.

This price list contains all prices, charges, terms and conditions pertaining to the furnishing of prepaid card services in the State of Washington by TON Services Inc.

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	
1	Original		26	1 st Rev.	*
2	Original		27	1 st Rev.	*
3	1 st Rev.	*	28	1 st Rev.	*
4	Original		29	1 st Rev.	*
5	Original		30	1 st Rev.	*
6	Original		31	1 st Rev.	*
7	1 st Rev.	*	32	1 st Rev.	*
8	1 st Rev.	*	33	1 st Rev.	*
9	1 st Rev.	*	34	1 st Rev.	*
10	Original		35	1 st Rev.	*
11	Original		36	1 st Rev.	*
12	1 st Rev.	*	37	1 st Rev.	*
13	Original		38	Original	
14	Original		39	1 st Rev.	*
15	Original		40	Original	
16	Original		41	1 st Rev.	*
17	Original		41.1	Original	*
18	Original		41.2	Original	*
19	Original		41.3	Original	*
20	Original		41.4	Original	*
21	Original		41.5	Original	*
22	Original		41.6	Original	*
23	Original		42	Original	
24	Original		43	1 st Rev.	*
25	1 st Rev.	*	44	1 st Rev.	*

* - indicates those pages included with this filing

 Issue: June 22, 2005

Effective: July 2, 2005

Issued By:

 Gary Barlow, Treasurer & CFO
 4185 Harrison Boulevard, Suite 301
 Ogden, Utah 84403

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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 Price List 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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TON Services Inc.
J. Phillip Adams, President

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PRICE LIST 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 Price List. 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 Commission. 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 Commission is not always the Price List 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 Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the pages contained in the Price List, 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 Price List 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 Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify 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.

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 or intrastate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

Commission - refers to the Washington Utilities and Transportation Commission.

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

Consumer - A person who is not a Customer initiating any telephone calls using prepaid services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with Price List regulations.

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

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 per minute rates contained in this Price List. Depletion of Unit-Based service occurs on a real time basis at the number of Call Units per minute contained in this Price List.

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4185 Harrison Boulevard, Suite 301
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Identification Number - A unique numerical code associated with each prepaid calling card.

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. (T)

LEC - Local Exchange Company

(D)
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(D)

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.

(D)
|
(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. (T)
|
(T)

Renewal - A method of replenishing the Available Balance with additional quantities as authorized and paid for by the Customer. Renewal of Available Balances may be limited by the amount or the class of service.

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

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

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

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

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

TON - Used throughout this Price List to refer to TON Services Inc. unless otherwise clearly indicated by the context.

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

(D)
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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 Washington. TON' services and facilities are furnished for communications originating at specified points within the State of Washington under terms of this Price List.

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 Price List. 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 Price List

This Price List is applicable to telecommunications services provided by TON within the state of Washington.

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TON Services Inc.
J. Phillip Adams, President

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

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of 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. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Washington UTC. 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.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Price List.

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

2.3 Payment and Credit Regulations, (Cont'd)

2.3.2 Deposits

Deposits are not required.

2.3.2 Reserved for Future Use

(T)

(D)

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations, (Cont'd)****2.3.4 Payment Due Date and Late Payment Charges**

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.3.5 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 Washington law and Washington UTC regulations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Taxes and Fees**

- 2.4.1** State and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Price List.
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3** 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. Such adjustments shall be listed in this Price List.

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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 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 re-originated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

- A.** The company will follow the Commission's rules (WAC 480-120-520) in the case of major outage and/or service interruption.
- B.** It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.
- C.** All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

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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 Price List 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 Price List, 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, or that of its underlying carrier. (WAC 48D-120-520)

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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 Price List, 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 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. TON will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 TON may discontinue service for any of the following reasons:

- A.** Nonpayment of bills;
- B.** Tampering with the company's property;
- C.** Vacation of the premises by subscriber;
- D.** Violation of rules, service agreements, or filed price list;
- E.** Use of subscriber equipment which adversely affects the company's service to its other subscribers;
- F.** Fraudulent obtaining or use of service;
- G.** Unlawful use of service or use of service for unlawful purposes.

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J. Phillip Adams, President

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

2.7.3 Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day, in accordance with WAC 480-120-081(5).

2.7.4 Before service is disconnected, the company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefore. The company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the company may provide personal notice in accordance with WAC 480-120-081(5).

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

2.7.5 All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.

2.7.6 Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service on the same or following day.

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

- 2.7.7** When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.
- 2.7.8** Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the secretary or his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- 2.7.9** The company may not immediately disconnect service if the customer has met the requirements of WAC 480-120-081(3) regarding a medical emergency.
- 2.7.10** Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.

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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 Price List.
- 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 Price List, 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 and Commission approval, 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's Washington intrastate service must have authority to provide interexchange services from the Washington Utilities and Transportation 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.

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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 Washington UTC and FCC rules and regulations.

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J. Phillip Adams, President

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

2.13 Other Rules

2.13.1 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.

(T)

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4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403

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SECTION 3 - RATES AND SERVICES

3.1 General

TON provides prepaid card service for communications originating and terminating within the State of Washington. 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' 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

(T)
(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.

The numbers noted in brackets following each schedule description are for internal tracking purposes only.

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

3.2 Timing of Calls

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

3.2.1 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. (T)

3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.

3.2.4 No charges apply to incomplete calls.

3.2.5 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.)

3.3 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. (T)

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]

3.3.1 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.

Price per Unit:	\$0.109
Access Fee, per call:	1 Unit
Payphone Compensation Charge, per call:	7 Units

(I)

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

3.6 Reserved for Future Use

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

3.7 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. (T)

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]

3.7.1 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.

Price per Unit:	\$0.099
Access Fee, per call:	7 Units
Payphone Compensation Chg., per call:	7 Units

(I)

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

3.8 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 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.

(T)

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]

3.8.1 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.

Price per Unit:	\$0.079	(R)
Access Fee, per call:	0 Units	(R)
Payphone Compensation Chg., per call:	9 Units	(I)

(R)

(R)

(I)

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

3.9 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.

(T)

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.

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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]

3.9.1 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.

Price per Unit:	\$0.079
Payphone Compensation Charge, per call	9 Units

(R)

(I)

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

3.10 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. (T)

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] (T)

3.10.1 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.

Price per Unit:	\$0.059	(R)
Access Fee, per call:	0 Units	
Payphone Compensation Chg., per call:	12 Units	(I)

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

3.11 Reserved for Future Use

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

3.12 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. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

(T)

(T)

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]

3.12.1 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.

Price per Unit:	\$0.079
Payphone Compensation Charge, per call	9 Units

(R)

(I)

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

3.13 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. (T)

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. (T)

(T)
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(T)

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(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]

3.13.1 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.

Price per Unit:	\$0.079	(R)
Payphone Compensation Charge, per call	9 Units	(I)

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

3.14 Reserved for Future Use

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Gary Barlow, Treasurer & CFO
4185 Harrison Boulevard, Suite 301
Ogden, Utah 84403

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SECTION 3 - RATES AND SERVICES, (CONT'D.)**3.15 Prepaid Card Service - Kardlink Management**

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 pre-paid 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.)

3.15 Prepaid Card Service - Kardlink Management, (Cont'd.)

3.15.1 Prepaid Card Service - Kardlink Management 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.

Price per Unit:	\$0.06	(R)
Payphone Compensation Charge, per call	12Units	(I)

SECTION 3 - RATES AND SERVICES, (CONT'D.)**3.16 Prepaid Card Sponsor Program**

The Prepaid Card 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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TON Services Inc.
J. Phillip Adams, President

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

3.17 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. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. (T)

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]

3.14.1 Prepaid Card Service - Schedule K Rates

Calls are measured and consumed on a per minute basis.

Price per minute:	\$0.039	
Access Fee, per call:	\$0.99	
Payphone Compensation Chg., per call:	\$0.75	(I)
Monthly Recurring Service Fee	\$0.989	(N)

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

3.18 Prepaid Card Service - Schedule L

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]

3.18.1 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.

Price per Unit:	\$0.104
Access Fee, per call:	\$0.74
Payphone Compensation Chg., per call:	\$0.75

(N)

(N)

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

3.19 Prepaid Card Service - Schedule M

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]

3.19.1 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.

Price per Unit:	\$0.079
Access Fee, per call:	none
Payphone Compensation Chg., per call:	9 Units

(N)

(N)

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

3.20 Prepaid Card Service - Schedule N

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. 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]

3.20.1 Prepaid Card Service - Schedule N Rates

Calls are measured and consumed on a per minute basis.

Price per minute:	\$0.079
Access Fee, per call:	\$0.69
Payphone Compensation Chg., per call:	\$0.75

(N)

(N)

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

3.21 Bank Card Service - Schedule O

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]

3.21.1 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.

Price per Unit:	\$0.079
Payphone Compensation Chg., per call:	9 Units

(N)

(N)

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

3.22 Employee Service - Schedule P

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]

3.22.1 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.

Price per Unit:	\$0.049
Payphone Compensation Chg., per call:	\$0.750

(N)

(N)

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

3.23 Prepaid Card Service - Schedule Q

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. 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]

3.23.1 Prepaid Card Service - Schedule Q Rates

Calls are measured and consumed on a per minute basis.

Price per minute:	\$0.039
Access Fee, per call:	\$0.99
Payphone Compensation Chg., per call:	\$0.750
Monthly Recurring Service Fee:	\$0.99

(N)

(N)

SECTION 4 - CONTRACTS AND PROMOTIONS**4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber 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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SECTION 5 - GRANDFATHERED SERVICES

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SECTION 5 - GRANDFATHERED SERVICES. (CONT'D.)

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