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August 11, 2004

**BY OVERNIGHT DELIVERY**

Acting Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, D.C. 20554

RE: Docket No. CC-00-257  
Network US, Inc. d/b/a CA Affinity and Motion Telecom, Inc.

AZ CORP COMMISSION  
DOCUMENT CONTROL

2004 AUG 24 A 10:45

RECEIVED

Dear Sir/Madam:

By this letter, Network US, Inc. d/b/a CA Affinity ("NUS") and Motion Telecom, Inc. ("Motion") certify that they will comply with section 258 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and will follow the required procedures for carrier-to-carrier transfer of subscriber base.

NUS and Motion are providers of resold interstate interexchange telecommunications services. The customers of Motion will be transferred to NUS in August or September of 2004, following all required regulatory approvals. NUS and Motion certify that they will comply with the requirements of the streamlined process.

A copy of the notice and attachments sent to affected subscribers is attached hereto as Exhibit "A".

Arizona Corporation Commission  
**DOCKETED**

AUG 24 2004

DOCKETED BY *KAR*

Federal Communications Commission  
Acting Secretary  
August 11, 2004  
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Enclosed please find an original and three (3) copies of this letter submitted on behalf of NUS and Motion.

In order to acknowledge receipt, please date stamp and return the additional copy of this letter in the envelope provided.

Should you have any questions or require additional information, please contact me.

Sincerely,



EllenAnn G. Sands

Enclosures

cc: Michelle Walters c/o David Marks  
Assoc. Chief of Accounting Policy  
By Fax: (202) 418-2297

Network US, Inc. d/b/a CA Affinity

Motion Telecom, Inc.

(Customer Name)  
(Address)

Dear Customer:

Network US, Inc. d/b/a CA Affinity ("NUS") and Motion Telecom, Inc. ("Motion") have entered into an agreement whereby the telecommunications assets of Motion will be acquired by NUS, and NUS will become your telecommunication service provider. NUS anticipates becoming your telecommunications provider on August 30, 2004 or shortly thereafter.

This change in ownership will not affect or in any way disrupt your current service. **The rates and terms and conditions of the services offered by NUS will be the same as those offered by Motion.** A copy of NUS's terms and conditions for long distance services is attached hereto along with your billed rate plan. No charges or fees will be imposed and no rate increase will occur as a result of this transaction. NUS will inform you, by bill insert, of any post-transaction changes which may occur.

You have a choice of carriers. If you do not wish to remain a customer, you may change carriers and such change will be at NUS's expense. NUS will make every effort to resolve outstanding Motion customer complaints. The toll free Customer Service number will remain the same and if you have any questions, please call one of our Customer Service Representatives at 1-800-[        ].

All customers receiving this notice, including those who have arranged preferred carrier freezes through their local service providers, will be transferred to NUS.

We at Network US, Inc. are pleased to welcome you to our team and would like to express our appreciation for allowing us the opportunity of being your telecommunication service provider. We are confident that you will be pleased with the high quality of our service.

## TERMS OF SERVICE

1. **SERVICES PROVIDED.** The Company will provide local and/or long distance telephone service in accordance with all terms and conditions set forth in the respective Company tariffs. Company tariffs are on file with the appropriate federal and state regulatory agencies where applicable and terms and conditions are available on the Company's web site.
2. **CHARGES FOR SERVICES.** Customer shall pay for local and/or long distance service in accordance with the rates provided under Company's tariffs. Company will invoice customers for telephone service one (1) month in arrears for usage charges and one (1) month in advance for line and other recurring charges. Invoices shall become due and payable immediately upon receipt. Any invoices not paid within ten (10) days following the date of the invoice (or the minimum number of days required by prevailing state law) shall be deemed past due and assess a finance charge in the amount of one and one half percent (1.5%) of the outstanding balance or such lesser maximum charge as permitted by applicable law. Customer agrees to pay Company any and all costs and expenses (including reasonable attorney's fees) associated with the collection of any amounts due from Customer.
3. **CREDIT CHECK.** Company reserves the right to verify credit as a condition of provisioning long distance telephone service, including whether Customer has been current on his/her account for the last six (6) consecutive months.
4. **LIABILITY OF CUSTOMER FOR UNAUTHORIZED CHARGES.** The Customer accepts responsibility for the charges associated with the use of telephone numbers listed for Customer's account, regardless of whether Customer authorized the calls, as well as any monthly recurring charges.
5. **BILLING.** In the event Customer submits an inaccurate telephone number(s) on the order form, which does not belong to the Customer, Customer will be held responsible for all long distance charges and any local exchange carrier PIC charges for that number(s). Company may bill Customer through the Customer's credit card if Company so desires, with Customer's consent, which consent is hereby granted. In the event of non-payment, Customer agrees to pay all collection costs, including legal fees and court costs. Company and Customer each waive trial by jury in any action or proceeding brought by either of the parties hereto against the other, and on any counterclaim in respect thereof, on any matters whatsoever arising out of, or in any way connected with this Agreement. In addition, Company shall not be liable for any accounts disconnected for non-payment.
6. **INTERRUPTION OF SERVICE.** Customer acknowledges that no carrier or other person providing, selling arranging, or reselling services associated with Agreement with Company shall be liable for any indirect, special, consequential, incidental or other damages whatsoever (including without limitation any damages claimed for loss of income, revenue, or profits or for loss of good will) arising from any failures, interruptions, delays, errors or defects in transmission, equipment or services provided customer under the Agreement. Customer shall be entitled, as his/her sole and exclusive remedy, to a pro-rata adjustment for any interruption of service in excess of twenty-four (24) consecutive hours after the interruption is brought to Company's attention. Under no circumstances shall such pro-rata charge exceed one (1) month's service. Customer understands and agrees that Company and its underlying carriers shall not be liable to Customer or any other party for interruption or delays in transmission or failure to transmit, nor for special, incidental, or consequential damages caused thereby, including lost profits or loss of goodwill (whether or not Company has been advised of the possibility thereof) by reason of any breach, act or omission of Company in its performance hereunder. Customer will indemnify and hold Company harmless from and against any and all claims by any third party arising from or relating to provision of services to Customer under this Agreement.
7. **WARRANTY EXCLUSION.** Company makes no express or implied warranties as to the description, quality, merchantability, completeness or fitness for any purpose of the goods or services provided hereunder. Company hereby disclaims all warranties, express or implied, including but not limited to warranties or merchantability and of fitness for a particular purpose.
8. Company shall assess all surcharges, taxes and miscellaneous fees as required or allowed by applicable law. All surcharges, taxes and miscellaneous fees shall appear in Company's tariff if applicable.
9. **LOSS OR DAMAGE.** Customer hereby agrees to reimburse Company for any loss of or damage to any Company facilities resulting from the willful injury, or any other cause whatsoever unless such damage or loss is due to Company's sole negligence.
10. **GENERAL PROVISIONS.**
  - 1) The customer's selection of Company's telephone will apply to the telephone number(s) listed on the reverse side and any number(s) associated with the main telephone number.
  - 2) Only one (1) long distance company may be designated for each number listed on the reverse side and Customer agrees that Company shall be such company.
  - 3) The customer is responsible for calling Company customer service at ( - ) to cancel any and all services.
11. **VIOLATION OF TERMS & CONDITIONS.** A violation of any part of the above mentioned terms and conditions may result in any one or more of the following: (a) verbal or written notification; (b) cancellation or suspension of your account(s); (c) disconnection; (d) monetary charges or (e) legal action.
12. **TERMINATION OF SERVICE.** Service can be terminated for non-payment or other circumstances as set forth in Company's tariff or as allowed by applicable law.

**Sample Customer Bill (plan will vary from customer to customer):**

Basic Residential Dial 1 - Intrastate (Per minute rates)

Per minute charge: \$0.15 interLATA and intraLATA (24 hours per day)

\$4.95 monthly recurring charge

Monthly fee waived for customers whose usage exceeds \$30.00 per month.

Usage is billed in increments of one minute with a minimum charge of one minute per call.

Fractions of minutes are billed in whole minutes.

Basic Business Dial 1 - Intrastate (per minute rates)

Per minute charge: \$0.065 interLATA and intraLATA (24 hours per day)

No monthly recurring charge.

\$15.00 minimum usage requirement

Calls are billed in (6) second increments or tenths of a minute (eighteen (18) second first minute minimum).