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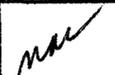
August 26, 2002

Arizona Corporation Commission  
DOCKETED

AUG 27 2002

VIA OVERNIGHT DELIVERY

Brian C. McNeil, Executive Secretary  
Utilities Division  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007

DOCKETED BY 

Re: Docket No. T-03630A-01-0854: Big Planet, Inc. Tariff Filing in Compliance with Decision No. 64977

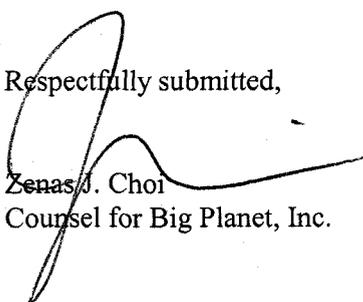
Dear Mr. McNeil:

The Arizona Corporation Commission ("Commission") issued an Order in the above-referenced docket on June 26, 2002 granting Big Planet, Inc. ("Big Planet") authority to provide competitive resold interexchange telecommunications service in Arizona. The Order further directed Big Planet to file a tariff in accordance with the Order. On behalf of Big Planet, please find enclosed for filing an original and ten (10) copies of Big Planet's conforming tariff submitted to satisfy this requirement.

In addition, the Order conditions the grant of Big Planet's Certificate upon Big Planet's procurement of a performance bond within 365 days from the date of an order in this matter, or 30 days prior to providing service, whichever comes first. The Order further states that, if at some time in the future, Big Planet does not collect advances, prepayments, or deposits from its customers, Big Planet should be allowed to file with the Commission a request for cancellation of its performance bond. Please accept this correspondence as notice that Big Planet does not intend to collect advances, prepayments, or deposits from Arizona customers, and that the conforming tariff has been revised accordingly. Thus, Big Planet respectfully requests a waiver of the requirement that it establish a performance bond, unless or until such time that it may seek advances, prepayments, or deposits from Arizona customers.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me at 202/295-8375.

Respectfully submitted,

  
Zenas J. Choi  
Counsel for Big Planet, Inc.

Enclosures

cc: Larry Bianucci (Big Planet)  
Scott Farnsworth (Big Planet)  
William Wilhelm (SBSF)

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF NON-FACILITIES BASED RESOLD  
INTEREXCHANGE SERVICES  
WITHIN THE STATE OF ARIZONA  
ISSUED BY BIG PLANET, INC.

This Tariff applies to the provision of non-facilities-based resold interexchange services by Big Planet, Inc. between one or more points within the Arizona. This Tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 75 West Center Street, Provo, Utah 34601.

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Issued: June 26, 2002

Effective: October 11, 2002

Issued By: JACK PETERSON  
CHIEF OPERATING OFFICER  
75 WEST CENTER STREET  
PROVO, UT 34601

RESOLD INTEREXCHANGE COMMUNICATIONS SERVICESCHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	26	Original
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

\*New or Revised  
Sheet

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**TARIFF FORMAT**

1. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. 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.A.
2. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. 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 Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect.
3. **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.
4. **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 sheets 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify a change in existing rate and/or regulation.
- D - To signify the deletion/discontinuance of rates, regulations and/or text.
- I - To signify a rate increase.
- M - To signify matter moved/relocated within the tariff with no change to the material.
- N - To signify new text, regulation, services, and/or rates.
- R - To signify a rate reduction.
- T - To signify a text change in tariff, but no change in rate or regulation.
- Z - To signify a correction.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 2 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Access Services

The Company's interstate telephone services offered pursuant to this tariff.

Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Commission

The Arizona Corporation Commission.

Carrier or Company

The term "Carrier" or "Company" denotes Big Planet, Inc.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 2 - DEFINITIONS (Cont'd)

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Arizona.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this tariff.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 3 - APPLICATION OF TARIFF

- 3.1 This tariff contains the descriptions, regulations, rates, and charges applicable to the provision of non-facilities based long distance intrastate resold telecommunications service to business customers by Big Planet, Inc. within the Arizona. Service is furnished subject to facility availability, transmission conditions, atmospheric conditions, and other like conditions.

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 4 - REGULATIONS****4.1 Undertaking of the Company****4.1.1 Scope**

The Company provides non-facilities based intrastate long distance telecommunications services through the resale of telecommunications services of other authorized carriers to customers for the transmission of voice, data, and facsimile, and other special service on a switched and dedicated basis. All services are to be provided in accordance with the terms and conditions set forth in this tariff.

The Company installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It 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 Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

**4.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 4 – REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stopsheets or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
  
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 4 - REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.4 Limitations on Liability (Cont'd)**

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J. The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 4 - REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.5 Testing and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

**4.1.6 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 4 - REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.7 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special construction charges will be determined as described herein.

**4.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 4 - REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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**SECTION 4 - REGULATIONS (Cont'd)****4.3 Obligations of the Customer (Cont'd)****4.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 4 - REGULATIONS (Cont'd)****4.4 Customer Equipment and Channels****4.4.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**4.4.2 Inspections**

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
  
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits

The Company does not require an advance payment from customers.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1. a rate of 1.5 percent per month; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of Fifteen Dollars (\$15.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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**SECTION 4 - REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

**B. Late Payment Charge**

1. The undisputed portions of the bill must be paid by the payment due date, thirty (30) days after mailing, to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, Arizona 85007  
Phone: 602/542 - 4251

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**SECTION 4 - REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.4 Discontinuance of Service for Cause**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving fifteen (15) days prior written notice to the Customer and the Authority of its intent to discontinue service, discontinue or suspend service without incurring any liability. The notice shall be in English and Spanish and shall be in simple language. It will be sent by U.S. Mail, postage prepaid to the last known address of the Customer. Company will take reasonable steps to communicate with a Customer at least two (2) days prior to the actual date of discontinuance of service to obtain payment of delinquent accounts. Service will not be disconnected less than twenty-four (24) hours prior to a holiday or weekend and on days when Company's offices are closed for business.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days prior notice in writing to the Customer and the Authority, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. Customers will be provided written notice stating the reason for the discontinuance within a reasonable time after the suspension of termination of customer's service.

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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**SECTION 4 - REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.6 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**4.6.7 Cancellation of Application for Service**

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**4.7 Back Billing**

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 4 - REGULATIONS (Cont'd)****4.8 Allowances for Interruptions in Service****4.8.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**4.8.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two (2) or more interruptions of fifteen (15) minutes or more during any one twenty-four (24) hour period shall be considered as one (1) interruption.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICESSECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.4 Application of Credits for Interruptions in Service (Cont'd)D. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited one-fifth (1/5) day for each three (3) hour period or fraction thereof that occurs following the expiration of the initial twenty-four (24) hour period. No more than one (1) full day's credit will be allowed for any period of twenty-four (24) hours.

F. Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24) hour period that occurs following the expiration of the initial seventy-two (72) hour period. No more than thirty (30) days credit will be allowed for any one (1) month period.

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**SECTION 4 - REGULATIONS (Cont'd)****4.8 Allowances for Interruptions in Service (Cont'd)****4.8.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**4.8.6 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

**4.8.7 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.8 Company Initiated Interruption

The Company will attempt to notify customers at least twenty-four (24) hours in advance of any necessary interruption of service, lasting four (4) or more hours, which are necessary for repairs or maintenance.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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**SECTION 4 - REGULATIONS (Cont'd)****4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)****4.9.1 Unauthorized Use of the Network (Cont'd)**

- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

**4.9.2 Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 5 - SERVICE DESCRIPTIONS

5.1 Service Offerings

5.1.1 ePLANET 800/888 Service

ePLANET 800/888 Service consists of the furnishing of inbound switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is billed to the customers' credit card.

Customers will be charged for calls based upon the duration of the call as set forth in Section 6.4 below.

5.1.2 PLANET Travel Card Service

PLANET Travel Card Service allows customers to gain access to their long distance service from anywhere in the State to anywhere in the State via discount service billed back to the user's account. This service is billed via local telephone bill or by direct billing from the Company.

Customers will be charged for calls based upon the duration of the call, as set forth in Section 6.5 below. An access fee applies per call.

5.1.3 PLANET 0+ Service

PLANET 0+ Service consists of the furnishing of operator assisted switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based upon the time of day and the duration of the call, as set forth in Section 6.6 below. An access fee applies per call.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.1 Service Offerings (Cont'd)

5.1.4 PLANET Prepaid Phone Card

PLANET Prepaid Phone Card allows customers to gain access to long distance service from anywhere in the State to anywhere in the State via disposable prepaid calling cards. Network is accessed via an 800/888 number. Customer uses a PIN number to access their account. Such service is available twenty-four (24) hours a day, seven (7) days a week. Billable time is measured in one (1) minute increments.

Customers will be charged for calls based upon the duration of the call, as set forth in Section 6.7 below.

5.1.5 PLANET Directory Assistance

Service offered on a per call basis to all commercial customers whereby the customer may obtain telephone numbers by dialing 1 + area code + 555-1212. Such service is available twenty-four (24) hours per day, seven (7) days a week.

Customers will be charged for calls based upon the duration of the call, as set forth in Section 6.8 below.

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICESSECTION 6 - RATES AND CHARGES

This section sets forth the rates and charges applicable to the Company's services. The rates and charges apply to intrastate services and facilities. All rates and charges are expressed in U.S. dollars. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

6.1 PLANET ONE Service

Rate Per Minute:	Day	\$0.1500
	Evening	\$0.1500
	Night/Weekend	\$0.1500

6.2 ePLANET ONE Service

Rate Per Minute:	Day	\$0.1500
	Evening	\$0.1500
	Night/Weekend	\$0.1500

6.3 PLANET 800/888 Service

Rate Per Minute:	Day	\$0.2490
	Evening	\$0.2490
	Night/Weekend	\$0.2490
Payphone Compensation Surcharge		\$0.3500

6.4 ePLANET 800/888 Service

Rate Per Minute:	Day	\$0.2490
	Evening	\$0.2490
	Night/Weekend	\$0.2490
Payphone Compensation Surcharge		\$0.3500

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICESSECTION 6 - RATES AND CHARGES (Cont'd)6.5 PLANET Travel Card Service

Rate Per Minute:	Day	\$0.2500
	Evening	\$0.2500
	Night/Weekend	\$0.2500
Per Call Charge		\$0.0000
Payphone Compensation Surcharge		\$0.3500

6.6 PLANET 0+ Service

Miles	Day		Evening		Night/Weekend	
	1st	Add'l	1st	Add'l	1st	Add'l
0-10	.2400	.1100	.1560	.0715	.1200	.0550
11-22	.3400	.1600	.2210	.1040	.1700	.0800
23-55	.3500	.2000	.2435	.1365	.1950	.1050
56-124	.4100	.2500	.2805	.1655	.2300	.1350
125-292	.4200	.2700	.2950	.1850	.2350	.1500
293+	.4300	.3000	.3180	.1980	.2600	.1600

## Operator Station

Collect	\$2.25
Billed to Third Number	\$2.35

Person-to-Person Collect	\$4.90
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6.7 PLANET Prepaid Phone Card

		Units Used Per Min.	Rate Per Unit
Rate Per Minute:	Day	2	\$0.1990
	Evening	2	\$0.1990
	Night/Weekend	2	\$0.1990
Per Call Charge			\$0.0000
Payphone Compensation Surcharge			\$0.3500

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CHIEF OPERATING OFFICER  
75 WEST CENTER STREET  
PROVO, UT 34601

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RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

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SECTION 6 - RATES AND CHARGES (Cont'd)

6.8 PLANET Directory Assistance

For use with Section 6.1 through Section 6.6  
For use with Section 6.7

Per Inquiry  
\$0.7500

Units Used 4

\$0.7960

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**RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES**

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**SECTION 7 - PROMOTIONAL OFFERINGS**

From time to time, the Company may offer special limited-duration promotions waiving charges. The promotion may include (but is not limited to) waiver of: recurring monthly charges, basic account code charges, verified account code charges, and installation charges. Such promotions are designed to attract new subscribers or to increase subscriber awareness of a particular service. Company will provide the Commission with a thirty (30) day written notice prior to implementing any promotional offering. Promotional offerings will have a ninety (90) day maximum duration period.

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