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October 20, 2014

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Arizona Corporation Commission
DOCKETED
OCT 20 2014
DOCKETED BY

Re: Compliance in Docket No. T-04246A-11-0368
TransWorld Network, Corp.

Dear Docket Manager:

Enclosed for filing are an original and thirteen (13) copies of the TransWorld Network, Corp. Arizona Competitive Local Exchange Tariff 2. This tariff was originally submitted to Staff on January 27, 2014 in compliance with Commission Decision No. 73675 in Docket No. T-04246A-11-0368, dated February 6, 2013. The tariff submitted in January has not yet been approved by the Commission and the enclosed tariff entirely replaces that submission. The enclosed tariff revises a small number of terms and conditions identified by Commission Staff.

TransWorld Network, Corp. requests that the enclosed tariff be approved by the Commission.

Sincerely,

Joan S. Burke
Counsel for TransWorld Network, Corp.

Enclosure
Original and thirteen (13) copies filed this 20th date of October with:
Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

TITLE SHEET

TRANSWORLD NETWORK, CORP.

ARIZONA COMPETITIVE LOCAL EXCHANGE TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the competitive local exchange telecommunications services provided by TRANSWORLD NETWORK, CORP. This tariff applies for services furnished within the state of 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.

Issued by:

Colin Wood, CEO
TransWorld Network, Corp.
255 Pine Ave N
Oldsmar, FL 34677

CHECK SHEET

Sheets 1 through 57 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Revision	Page	Revision
1	Original*	31	Original*
2	Original*	32	Original*
3	Original*	33	Original*
4	Original*	34	Original*
5	Original*	35	Original*
6	Original*	36	Original*
7	Original*	37	Original*
8	Original*	38	Original*
9	Original*	39	Original*
10	Original*	40	Original*
11	Original*	41	Original*
12	Original*	42	Original*
13	Original*	43	Original*
14	Original*	44	Original*
15	Original*	45	Original*
16	Original*	46	Original*
17	Original*	47	Original*
18	Original*	48	Original*
19	Original*	49	Original*
20	Original*	50	Original*
21	Original*	51	Original*
22	Original*	52	Original*
23	Original*	53	Original*
24	Original*	54	Original*
25	Original*	55	Original*
26	Original*	56	Original*
27	Original*	57	Original*
28	Original*		
29	Original*		
30	Original*		

* Included in this filing

Issued by:

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TARIFF 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 tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 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 Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Colin Wood, CEO
TransWorld Network, Corp.
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SYMBOLS

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

(D) Delete or discontinue

(I) Change resulting in an increase to a customer's bill

(M) Moved from another tariff location

(N) New

(R) Change resulting in reduction to a customer's bill

(T) Change in text or regulation but no change in rate or charge

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APPLICATION OF THE TARIFF

This tariff applies to the Company's competitive local exchange telecommunications service offerings within the state of Arizona.

The Company's services are available to Residential and Non-Residential customers.

CONCURRING, CONNECTING, OTHER PARTICIPATING CARRIERS

None

SECTION 1 – TERMS AND DEFINITIONS

"ACC." See "Arizona Corporation Commission."

"Access line." A communications facility that connects service from a common distribution source to the service access point.

"Applicant." A person or agency requesting the utility to supply telephone service.

"Application." A request to the utility for telephone service, as distinguished from an inquiry as to the availability or charges for such service.

"Arizona Corporation Commission." The regulatory authority of the state of Arizona having jurisdiction over public service corporations operating in Arizona.

"Basic exchange service." Service provided to business or residential customers at a flat or measured rate which affords access to the telecommunications network.

"Billing period." The time interval between the issuance of two consecutive bills for utility service.

"Carrier." Refers to **TransWorld Network, Corp**. unless otherwise clearly indicated by the context.

"Central Office." The switching equipment and operating arrangements which provide exchange and long distance service to the public and interconnection of customer telecommunication services.

"Commission." See "Arizona Corporation Commission."

"Company." See "Carrier."

"Competitive telecommunications service." Any telecommunications service where customers of the service within the relevant market have or are likely to have reasonably available alternatives.

"Customer." The person or entity in whose name Digital Phone Service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

SECTION 1 – TERMS AND DEFINITIONS (CONTINUED)

"Day." Calendar day.

"Digital Phone Service" also referred to as "Wi-Power Digital Phone Service." Allows users to make voice calls using a broadband Internet connection instead of a traditional phone line. The service offers a range of capabilities including local, long distance, international calling, adapters for non-digital phones, and support for connections between digital and traditional phones.

"End User." is the person at the Subscriber's location who actually utilizes the Company's service.

"Intrastate Communication." Any communication that originates and terminates within the same state.

"Local exchange carrier." A telecommunications company that provides local exchange service as one of the telecommunications services it offers to the public.

"Local exchange service." The telecommunications service that provides a local dial tone, access line, and local usage within an exchange or local calling area.

"Minimum Term of Service." Service under this tariff may be provided on the basis of a minimum period of at least one month, 24 hours a day. For the purpose of computing charges, a month is considered to have 30 days.

"Person." Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.

SECTION 1 – TERMS AND DEFINITIONS (CONTINUED)

"Premises." All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.

"Rate." Within the context of this tariff, this term refers to the maximum tariffed rate approved by the Commission, from which the competitive telecommunications service provided may be discounted down to the total service long-run incremental cost of providing the service.

"Relevant market." Where buyers and sellers of a specific service or product, or a group of services or products, come together to engage in transactions. For telecommunications services, the relevant market may be identified on a service-by-service basis, a group basis, and/or by geographic location.

"Residential customer." A customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

"Rules." The regulations set forth in the tariffs which apply to the provision of telephone service.

"Service." See "Telecommunications service."

"Service access point." A demarcation point where facilities owned, leased, or under license by a customer connect to the utility provided access line.

"Service charge." The charge(s) as specified in the utility's tariff(s) which covers the cost of establishing, moving, changing or reconnecting service or equipment.

"Station." A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Subscriber." See "Customer."

"Tariffs." The documents filed with the Commission which list the utility services and products offered by the utility and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.

"Telecommunications company." A public service corporation, as defined in the Arizona Constitution, Article 15, §2, that provides telecommunications services within the state of Arizona and over which the Commission has jurisdiction.

SECTION 1 – TERMS AND DEFINITIONS (CONTINUED)

"Telecommunications service." Any transmission of interactive switched and non-switched signs, signals, writing, images, sounds, messages, data, or other information of any nature by wire, radio, light-wave, or any other electromagnetic means (including access services), that are offered to or for the public, or some portion thereof, for compensation.

"Temporary service." Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the utility, is for operations of a speculative character is also considered temporary service.

"Terminal equipment." The equipment through which communication services are furnished.

"Toll service." Service between stations in different exchange areas for which a long distance charge is applicable.

"TWN." The company providing telephone service to the public in compliance with state law. Within this tariff, the term refers to **TransWorld Network, Corp**. unless otherwise clearly indicated by the context. See also "Company.", "Carrier.", and "Utility."

"Wi-Power® Digital Phone Services." Includes all domestic direct dialed outbound and domestic inbound calls. For purposes of Wi-Power® Digital Phone Services, domestic inbound and outbound calls include calls within the contiguous 48 states in the United States as well as calls to/from Canada and Puerto Rico. These calls are billed or reduce available plan minutes in one minute increments with a one minute minimum. Customer minute limits are set by the selected plan.

"Utility." The company providing telephone service to the public in compliance with state law. Within this tariff, the term refers to **TransWorld Network, Corp**. unless otherwise clearly indicated by the context. See also "Company.", "Carrier.", and "TWN."

"User" See "End User."

SECTION 2 – RULES AND REGULATIONS

2.1 Provision of Service

2.1.1 Undertaking of the Company

TransWorld Network, Corp is a facilities based provider of competitive local exchange telecommunications services to Customers within the state of Arizona. The Company's services and facilities are furnished to end users for communications originating and terminating within the state of Arizona under the terms of this Tariff.

The Company's services are provided on a monthly basis, unless otherwise noted, and are available twenty-four (24) hours per day and seven (7) days per week. The Company uses a fixed wireless network to deliver digital phone services and high capacity broadband services to Arizona residential and business customers.

The Company arranges for installation, operation, and maintenance of the communication services provided herein 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, as legally defined by Arizona, when authorized by the customer; to allow connection of a customer's location to the TransWorld Network, Corp network. The customer shall be responsible for all charges due for such service arrangement.

2.1.2 Utility responsibility

Each utility shall be responsible for maintaining in safe operating condition all equipment and fixtures owned by and under the exclusive control of the telecommunications company that are used in providing telecommunications services to the customer.

Each utility shall make known to applicants for its service and to its subscribers information necessary to assist the subscriber or customer in obtaining adequate, efficient, and reasonably priced service.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.3 Customer responsibility

Each customer shall be responsible for:

A. Representing that they are of full age of legal majority (at least 18 years of age) and, in all respects, fully authorized and empowered to enter an agreement and be bound by and perform in accordance with the utility's terms of service.

B. Payment of all applicable charges pursuant to this tariff.

C. Safeguarding all utility property installed in or on the customer's premises for the purpose of supplying utility service to that customer.

D. Maintaining in safe operating condition all customer provided equipment and fixtures.

E. Providing the necessary compatible telephone (and/or facsimile, if applicable) equipment, computer equipment, devices, and software and for connecting to the analog telephone adaptor (ATA) and any other additional equipment provided by the utility. The customer shall use only approved equipment with the Service.

F. Exercising all reasonable care to prevent loss or damage to utility property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to utility property on the customer's premises arising from neglect, theft, carelessness, or misuse and shall reimburse the utility for the cost of necessary repairs or replacements.

G. Notifying the utility of any equipment failure identified in the utility's equipment.

H. Reimbursing the company for damage to, or loss of, the company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the utility.

I. Providing at no charge, as specified from time to time by the company, any needed space and power to operate the company's facilities and equipment installed on the customer's premises.

J. Complying with all laws and regulations regarding the working conditions on the premises at which the utility's employees and agents shall be installing or maintaining the company's facilities and equipment. The customer may be required to install and maintain the company's facilities and equipment within a hazardous area if, in the company's opinion, injury or damage to the company's employees or property might result from installation or maintenance by the company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.3 Customer responsibility (Continued)

K. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the company.

L. Making company facilities and equipment available periodically for maintenance and/or inspection purposes at a time agreeable to both the company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

M. Ensuring that customer-provided equipment connected to company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the company–provided equipment and facilities or injury to the company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the company at the customer's expense.

N. Agreeing they shall not connect the utility's services (as detailed in this tariff) or facilities to any other carrier unless expressly authorized by the utility, and then only in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

O. Agreeing to not share, transfer, or resell their service or any associated devices, equipment, software, firmware, etc without first obtaining the utility's prior written consent.

P. Agreeing not to tamper with equipment provided by the utility and understanding they are prohibited from using the service with any devices other than those provided by and/or approved by the utility for use with the service.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.4 Continuity of Service

The utility shall make reasonable efforts to supply a satisfactory and continuous level of service. However, no utility shall be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from but not limited to:

A. Any cause against which the utility could not have reasonably foreseen or made provision for, that is, force majeure.

B. Intentional service interruptions to make repairs or perform routine maintenance of services constituting excusable negligence.

2.1.5 Service Interruptions

A. General provisions

1. Each utility shall make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.
2. Each utility shall make reasonable provisions to meet emergencies resulting from failure of service, and each utility shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.
3. In the event of a national emergency or local disaster resulting in disruption of normal service, the utility may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
4. When a utility plans to interrupt service for more than four hours to perform necessary repairs or maintenance, the utility shall attempt to inform affected customers at least 24 hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers of the utility.
5. The Commission shall be notified of major interruptions in service affecting the entire system or any major division.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.5 Service Interruptions (Continued)

B. Credit allowance

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.1.

It shall be the obligation of the customer to notify the utility immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the company's facilities. The Company's service and facilities are provided on a monthly basis, unless ordered on a longer basis and are provided 24 hours per day, 7 days per week.

1. For purposes of credit computation, every month shall be considered to have 720 hours.
2. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
3. The customer shall be credited for an interruption of two hours or more at the rate of $1/720^{th}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: Credit = $\frac{A}{720} \times B$

Where A = the outage time in hours, and
B = the total monthly charge for the affected facility.

Issued by: Colin Wood, CEO
TransWorld Network, Corp.
255 Pine Ave N
Oldsmar, FL 34677

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.6 911 Service Capabilities and Limitations

A. 911 service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. 911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.

B. The Company will provide 911 capabilities subject to the limitations stated herein. The documentation that accompanies each device for use with the Service will include a sticker describing the limitations of the system for access to emergency services. End users should not use the device until a sticker is attached. The Customer must ensure that this sticker is prominently displayed on the device before use by any person.

C. The Customer shall ensure that an End User does not use the Service from a location different from the End User's service address of record.

D. 911 service capabilities may not function, or may not function properly: (a) if an End User attempts a 911 call from a location different from the End User's address provided to the Company by the Customer; (b) during the disruption of power at the End User location; (c) during a loss of connectivity to the End User location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (d) during any period where service to an End User has been cancelled or suspended for any reason; (e) if incorrect or invalid End User address information is provided, or if such information is not updated in the event of a change in primary location; or (f) if equipment provided to or used by the End Users fails to function or is improperly installed or configured.

E. Due to technical factors in network design, and in the event of network congestion, there is a possibility that a 911 call will produce a busy signal or will experience unexpected answer wait times.

F. 911 capabilities may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.6 911 Service Capabilities and Limitations (cont.)

G. The Customer's agreements with End User shall contain the following: (i) an explanation of the limitations on the functionality of 911 capabilities noted herein, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 capabilities to function properly for the reasons set forth in the Section.

2.1.7 Limitations

A. Electrical power and Internet access are required. Services will not function in the absence of electrical power or if there is an interruption of end user's broadband or high-speed internet access service. Service requires a fully functional broadband connection to the Internet and that, accordingly, in the event of an outage of, or termination of service with or by, the customer's Internet service provider ("ISP") and/or broadband provider, and/or electric provider, the VoIP Service will not function, but that the customer will continue to be billed for the Service unless and until the customer or TWN terminate the Service in accordance with the Company's tariffs. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should TWN suspend or terminate your Service, the Service will not function until such time as TWN restores Service (which may require payment of all invoices and reconnection fees owed by the Customer or cure of any breach by the Customer of the terms set forth in this tariff).

B. Services are not set up to function with out-dialing systems including home or business security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.7 Limitations (continued)

C. Availability. Service is offered subject to the physical and continuing economic availability of needed facilities and the provisions of this Tariff. Services, Products, Plans and Promotional Offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Customer acknowledges that all Plans, Products, and Promotional Offerings may be offered for a limited time and/or subject to restrictions. Customer acknowledges that Service is only offered and supported within the continental U.S. and agrees not to use the Service while away from their account service address.

D. Equipment purchased for use with the Service may not work with a different provider's service. Equipment purchased for use with another provider should not be expected to work with TWN's Service.

E. Numbers assigned by TWN to the Customer (or transferred to TWN's digital phone service by the Customer) will be listed in directory listing if the number is within the Customer's local rate center. Any phone numbers assigned outside of the Customer's local rate center will not be listed. For an additional fee, the Customer may choose to not have their number(s) appear in directory listing.

F. The Customer may not transfer or assign the use of service, equipment or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

G. The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this Tariff.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.8 Liability of the Company, Indemnification

A. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:
   1. Acts of God, fires, flood or other catastrophe.
   2. Any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any civil or military authority.
   3. National emergencies, insurrections, riots, wars or other labor difficulties.

B. The Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of the provided equipment, facilities or services. TWN is not liable for, and shall be fully indemnified and held harmless by the Customer against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TWN shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TWN be liable for any act or omission for any other company furnishing any portion of Service to Customer, including, but not limited to, any equipment owned or leased by Customer, any equipment supplied to Customer by TWN or any other supplier of equipment to Customer, or any network Service contracted by Customer or TWN. Further, TWN shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under the terms of the Company's tariffs.

C. End user agrees to defend, indemnify, and hold harmless TWN, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to end user in connection with the services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without Limitation, reasonable attorney fees) by, or on behalf of, end user or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.8 Liability of the Company, Indemnification (Continued)

D. Neither TWN nor its officers, directors, employees, agents, or under-carriers may be held liable for any claim, damage, or loss, and Customer waives any and all such claims or causes of action, arising from or relating to 911, E911 and/or emergency calls. Customer agrees to indemnify and hold harmless TWN, its officers, directors, employees, agents, and its third-party provider(s) for any third party claims arising from the use of Company equipment, devices and/or Service.

E. Service is provided "as is" and TWN makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, to Customer in connection with use of the Service. In no event shall TWN be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that Service interruptions will occur from time to time and agrees to hold TWN harmless for all such interruptions.

F. TWN makes no warranties of any kind express or implied, and specifically disclaim any warranty of merchantability, fitness of any device for a particular purpose, title or non-infringement, or any type of warranty arising by usage of trade, course of dealing, or course of performance, or any warranty that any device, software or firmware is "free from error" or will meet specific needs or requirements.

G. The Customer understands that the Service uses public and third party networks to transmit communications. TWN will not be held liable for any lack of privacy the Customer may experience or encounter as a result of using the Service.

H. The Company has no control over opinions, advice or statements given or made by anyone other than authorized TWN spokespersons in any manner on or through the Service. TWN exercises no control over the content or the information passing through its service and customers are advised that sometimes information they may receive may be considered offensive or obscene. By accessing this service the customer acknowledges understanding of this warning and will not hold TWN responsible for information or content viewed or heard by them through the Service that they may consider obscene or offensive. Use of any information obtained via the Services is at customers' own risk. TWN specifically denies any responsibility for the accuracy or quality of information obtained through its service.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.8 Liability of the Company, Indemnification (Continued)

I. Customer agrees not to use or attempt to use the Service in any way for any of the following purposes: to seek to gain unauthorized access to unauthorized resources; to disrupt the intended use of the Service; to waste resources (people, capacity, and computer) through such actions; to compromise the privacy of users; and/or to seek to commit an illegal act through the use of the system. It is the customer's responsibility to comply with all international laws and all U.S. laws with respect to use of the Service, including, but not limited to, copyright laws, obscenity laws, defamation laws, etc. Conduct which is illegal in other media (for example, violations of copyright laws, etc.) is also illegal on Internet based digital phone service, and the customers are fully and solely responsible for the consequences of engaging in any illegal conduct by use of the Service. TWN is not responsible in any way for any programs or devices used or intended for use in connection with the Service, even if such programs or devices are made available through the Service. Customer agrees to indemnify and hold TWN harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which TWN is made subject as a result of any illegal, unethical or other improper use by the customer or end user, of the Service, and/or a breach by the customer of the Company's terms of service.

J. There is no remedy, claim, liability, reimbursement, or other cause of action available to any party that is not a party to this agreement. No third party beneficiary rights are created by this agreement.

K. TWN will fully cooperate with all members of law enforcement agencies conducting investigation of illegal activities involving current and/or former customers' use of TWN's services. This cooperation may involve the sharing of network transactions, call detail records and customer specific information with third parties. Customer acknowledges this and authorizes TWN release the information. Customer acknowledges and agrees that TWN may release any and all of the Customer's relevant information to law enforcement or TWN legal advisors for the purpose of investigation and/or prosecution of unlawful use of the Service or violation of this agreement or as necessary to protect and preserve TWN's rights and property. Customer acknowledges and agrees that TWN may release any and all of the Customer's relevant information in the case of an emergency situation where disclosure of such information is necessary to protect the Customer, TWN, or another party from harm.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.8 Liability of the Company, Indemnification (Continued)

L. Customer shall indemnify and hold TWN harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement. Customer agrees to indemnify and hold TWN harmless from and against any claims of damage that may result from incidents or accidents that may occur during or later determined to have been caused by the installation or maintenance of the equipment. Incidents or accidents include, but are not limited to, unintentional damage/harm to property, persons, property, or animals.

M. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

N. The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

O. The Company shall be indemnified and saved harmless by the customer against:

1. Claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company.
2. All other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

P. The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.8 Liability of the Company, Indemnification (Continued)

Q. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

R. The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

S. With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.9 Acceptable Use

A. The Company's Acceptable Use Policy is intended to help enhance the use of the service by preventing unacceptable use. All users of the service must comply with this policy. By using the service, the customer confirms acceptance of, and agrees to be bound by, this policy.

B. While the Company does not actively monitor use of its services under normal circumstances, it does reserve the right to monitor any customer's activity if it suspects that user is violating terms or conditions of this agreement or if the Company suspects the user is engaged in some other unlawful or destructive activity. The Company may remove or block all communications if it suspects a violation or if such action is necessary to protect the Company, the service, or any affiliates, other customers or Company employees from harm.

C. The service and devices provided may be used for only lawful, proper, and appropriate purposes. The customer may not use the service or any devices provided in any way or for any purpose that is illegal, improper or inappropriate.

D. Violations of the Acceptable Use Policy – The customer is responsible for their communications via, and their use of the service. The following constitute a non-exhaustive list of Violations of the Service Acceptable Use Policy:

1. Illegal Use: Use the service to distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via the service, or violate any applicable local, state, national or international law either intentionally or unintentionally;
2. Harassment/Harm: Use the service in a libelous or defamatory manner, to threaten, harass, stalk, abuse, deceive, defraud, invade privacy, impersonate or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and encouragements to others to cause bodily harm or destruction of property. Any attempt to use the service to cause harm to individuals or anyone's network in any way is a violation of the acceptable use policy.
3. Child Exploitation: Customer may not use the service to harm or attempt to harm a minor. This includes, but is not limited to: hosting, possessing, disseminating, or transmitting material or information that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.9 Acceptable Use (Continued)

D. 4. Unauthorized Access: Attempting to access the accounts of others, or attempting to penetrate the Company's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.

5. Copyright or Trademark Infringement: Violating any third party's software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless the customer owns or controls the rights thereto or has received all necessary consents.

6. Fraudulent Activity: Use of the service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes" or "chain letters" is expressly prohibited.

7. Security and Resource Infringements: Use the service in a manner that adversely affects the availability of its resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission. Including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes. It is the customer's responsibility to ensure that their network is configured in a secure manner. A customer may not allow others, with or without authorization, to use their network or service for illegal or inappropriate actions. A customer may not allow their network or service to be configured in such a way that gives allows another party the capability to use their network or service in any illegal or inappropriate manner.

8. Unsolicited / Bulk Calling / Telemarketing / Auto-dialing: Communications to others for any purpose other than personal communications, including but not limited to; transmit unsolicited commercial (or other) calls/faxes/messages, voicemail or fax broadcasts/blasts, telemarketing/advertisement or offer to sell goods or services to others, auto-dialing, extensive or continuous call-forwarding, inbound or outbound call center activity of any type.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.9 Acceptable Use (Continued)

D. 9. Theft of Service: Unauthorized use of the service, either by the customer directly or by a third party as allowed or not reported by the customer. The Customer shall take measures to secure any devices and information necessary to access the service and will immediately report any theft thereof. Customer is responsible for any misuse of their service and any associated devices.

E. Reporting of Violations of the Acceptable Use Policy

1. The Company requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the appropriate information via e-mail to customersvc@twncorp.com or via mail/courier to the Company's address of record.
2. In order to pursue a violation report, the following information is necessary:
   (a). The IP Address or originating number used to commit the alleged violation, if available.
   (b). The date and time of the alleged violation in Eastern Time.
   (c). Description and Evidence of the alleged violation.
3. Other situations may involve different methods of providing the information listed in 2 above.

F. The Company may take any of the following actions in response to a violation report:

1. A written or verbal warning.
2. Suspension of offending user's account.
3. Termination of offending user's account.
4. Bringing legal action against offending subscriber.
5. Reporting the violation to governmental authorities.
6. Other action(s) as deemed necessary and/or appropriate to the situation.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.1 Provision of Service (Continued)

2.1.10 Notices

A. The Company may provide notices to customers by e-mail, bill message/insert or by posting on its websites at www.wi-power.com and/or www.twncorp.com. Notices may be given by a general posting, or by conventional mail. The customer agrees they are responsible for providing the Company a valid e-mail address and mailing address for receiving notices and ensuring the utility is advised in a timely manner of any changes to the customer's chosen e-mail or mailing address.

B. The customer may send written notice to the utility as follows:
   1. Via e-mail to customersvc@twncorp.com
   2. Via postal service/courier to:
      TRANSWORLD NETWORK, CORP.
      ATTN: CUSTOMER SERVICE
      255 PINE AVE N
      OLDSMAR, FL 34677

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.2 Establishment of service

2.2.1 Application for Service

A. Customers must apply for service from the Company. Service is installed/activated upon mutual agreement between the Customer and the Company upon approval of the customer's application. Approval is in part dependent upon a satisfactory credit history and/or receipt of a deposit for service as detailed in 2.2.2.

B. Customers shall represent that information provided to TWN for purposes of applying for service is complete, accurate and true. If TWN subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TWN may declare the customer to be in default and may exercise any remedies it has at law or in equity. Applications are subject to approval by TWN. Customer agrees to promptly update account information whenever personal or billing information changes (examples include: name, billing address, physical/service address, e-mail address, etc). If notices are sent by TWN to either the e-mail or mailing address on file, customer agrees that TWN has provided sufficient notice and waives any rights to assert failure of notice.

C. The Company may obtain the following minimum information from each new applicant for service:
   1. Name or names of applicant(s).
   2. Service address or location and telephone number.
   3. Billing address, if different than service address.
   4. Address and telephone number where service was provided previously.
   5. Date applicant will be ready for service.
   6. Indication of whether premises have been supplied with telephone utility service previously.
   7. Class of service to be provided.
   8. Indication of whether applicant is owner, tenant, or agent for the premises.

D. The Company may require a new applicant for service to appear at the Company's designated place of business to produce proof of identity and sign the Company's application form.

E. Where service is requested by two or more individuals the Company shall have the right to collect the full amount owed to the Company from any of the applicants.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.2 Establishment of service (Continued)

2.2.2 Deposits and Advance Payment Requirements

A. Deposits

1. The Company requires all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, the customer shall be deemed to have authorized TWN to obtain such routine credit information and verification as TWN shall require in accordance with its then existing credit policies. Waiver of initial deposit for any one Customer shall not act as a waiver for any other customer. At TWN's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service or if any balance is outstanding on the Customer's account at the time of cancellation, TWN reserves the right to apply the Customer's deposit against any unpaid balance.
2. The Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
   (a). The applicant has had continuous telephone service of a comparable nature with the utility at another service location within the past two years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.
   (b). The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
      1. Applicant had a timely payment history at time of service discontinuation.
      2. Applicant has no outstanding liability from prior service.
3. In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company shall review and release an existing customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.
4. The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Company's records.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.2 Establishment of service (Continued)

2.2.2 Deposits and Advance Payment Requirements (Continued)

A. 5. Deposits shall be interest bearing; Customers who make a deposit for service will receive simple interest, at a rate set on such deposit not less than 6% per annum. The customer will receive this interest upon return of their deposit as set forth below.

6. Deposits paid by a residential Customer will be credited to the Customer's account or refunded to the Customer, including any accrued interest after 12 months of service if the customer has not been delinquent in the payment of utility bills or applied to the closing bill upon discontinuance of service.

7. The Company may require a residential customer to establish a deposit if the customer becomes delinquent in the payment of two or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

8. The amount of a deposit required by the Company shall be determined according to the following terms:

(a). Residential customer deposits shall not exceed two times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater.

(b). Nonresidential customer deposits shall not exceed 2 1/2 times that customer's estimated maximum monthly bill.

9. The Company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.

B. Advance Payments

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges.

1. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility.

2. Where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction.

3. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

4. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.2 Establishment of service (Continued)

2.2.3 Grounds for refusal of service

The Company may refuse to establish service if any of the following conditions exist:

A. The applicant has an outstanding amount due for similar utility services and the applicant is unwilling to make acceptable arrangements with the utility for payment.

B. A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel or facilities.

C. Refusal by applicant to provide the Company with a deposit when the applicant has failed to meet the minimum credit criteria for waiver of deposit requirements.

D. The applicant is known to be in violation of the Company's tariffs filed with the Commission.

E. Failure of the applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by the Company as a condition for providing service.

F. The applicant falsifies his or her identity, or provides other false information for the purpose for obtaining service.

2.2.4 Service establishments, re-establishments or reconnection charge

A. The Company may make a charge as approved by the Commission for the establishment, reestablishment, or reconnection of utility services.

B. Should service be established during a period other than regular working hours at the customer's request, the customer may be required to pay an after-hour charge for the service connection.

C. For the purpose of this section, service establishments are where the customer's and Company's facilities are ready and acceptable.

2.2.5 Temporary service

A. Applicants for temporary service may be required to pay the Company, in advance of service establishment, the funds provided under the terms of a construction agreement or the cost of installing and removing the facilities necessary for furnishing the desired service.

B. Where the duration of service is to be less than one month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.

C. If at any time the character of a temporary customer's operations changes so that in the opinion of the Company the customer is classified as permanent, the terms of the Company's construction agreement or tariff shall apply.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.3 Service Connections and establishments

2.3.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulation contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.3.2 Access line connection

A. Provision of services beyond service access point
   1. Facilities beyond the service access point may be provided by either the utility or the customer. Where the facilities are provided by the customer the installation shall be in accordance with the utility's specifications.
   2. The cost of all new construction of inside customer premise wiring shall be the responsibility of the customer.

B. Company provided facilities
   1. The utility shall provide all facilities up to the service access point.
   2. A customer requesting an underground service connection in an area served by overhead facilities shall pay for the difference between the cost of an overhead service connection and the actual cost of the underground connection as a nonrefundable contribution. The customer may elect to provide the underground trenching on private property as an offsetting portion of the additional cost of the underground facilities.
   3. In those instances where the utility is supplying the customer's terminal equipment, the utility may provide any inside wiring beyond the point of access in accordance with approved tariffs filed with the Commission.

C. Easements and rights-of-way
   1. Each customer shall grant adequate easement and right-of-way satisfactory to the utility to ensure that customer's proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for the utility to refuse service.
   2. When a utility discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the utility's access to equipment, the utility shall notify the customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the customer's expense.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Billing and Collection

2.4.1 Frequency

The utility shall bill monthly for services rendered.

2.4.2 Minimum bill information

Each utility shall provide the following minimum information on customer bills:

A. A description of the service provided.
B. The monthly charge for each service provided.
C. Monthly charge for basic exchange service including delineation of the following:
   1. Total charge for customer requested services and/or equipment.
   2. Installation costs or other service fees, where applicable.
   3. Reconnect fee, where applicable.
D. Toll charges broken down to include the following details by toll call:
   1. Date of call
   2. Time of call
   3. Location called
   4. Phone number called
   5. Duration of call
   6. Indication of any rate class applied.
E. Miscellaneous charges and credits shall be shown separately.
F. Any taxes included in the customer's billing.
G. Any access or other charges that are imposed by order of or at the direction of the Federal Communications Commission.
H. Total amount due and due date.
I. The date on which the bill becomes delinquent
J. Past due amount.
K. The utility's toll-free number for billing inquiries.
L. Customer's name.
M. Service account number.

2.4.3 Billing terms

A. The billing date shall appear on the bill and the date rendered shall be the date mailed or emailed (per 2.4.4.C) to the Customer.
B. Bills may be considered delinquent 15 days after the date the bill is rendered.
C. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered.
D. All payments shall be made at or mailed to the office of the utility or to the utility's duly authorized representative.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Billing and Collection (Continued)

2.4.4 Additional billing policies

A. Each customer shall be billed under the applicable tariff.

B. Each utility shall make provisions for advance payment for utility services.

C. Customers may choose to enroll in TWN's Paperless E-Bill program, where a link to the Customer's invoice will be sent via electronic mail instead of via the U.S. Postal Service. The Customer understands and accepts that they will not receive a paper invoice and agrees to ensure they have the proper hardware, software and Internet services in order to receive the Paperless E-Bill Service. Failure to access invoices via the Paperless E-Bill option does not relieve the Customer of any obligation relating to these terms and conditions of service. Customers may choose to receive paper invoices. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the customer of his obligations therein.

D. Charges for service commence when the service is installed, activated, and/or connection made, whether used or not.

E. In addition to the collection of regular rates, each utility may collect from the customer a proportionate share of any privilege, sales or use tax, or other imposition based on the gross revenues received by the utility.

1. State and local taxes and fees shall be listed as separate line items on the customer's bill and are not included in the quoted rates, charges, or fees set forth in this tariff.
2. If a municipality, other political subdivision or local agency of government, or the Commission imposes 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, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
3. Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Billing and Collection (Continued)

2.4.4 Additional billing policies (Continued)

F. The customer is responsible for payment of all charges for services and/or equipment furnished to them. The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. The Customer shall also be responsible for all calls placed via their calling card authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. The Customer is also responsible for all calls received via their inbound toll-free service.

G. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. Recurring fees are billed in advance and usage based charges are billed in arrears. Usage charges are based on actual calls/minutes not previously billed. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. If an existing TWN customer adds digital phone service, TWN may, at its discretion, pro-rate the first billing period of digital phone service to coincide with the billing period of existing service or may change the Customer's billing cycle.

H. TWN reserves the right to correct any billing errors or omissions.

I. TWN will neither refund nor credit any amounts paid towards their pre-paid service plan or period.

J. Non-usage of the service or misdialing while using the service will not entitle the Customer to a credit or refund.

K. Customers may remit payment (US Funds only) in the form of check, money order, credit card or via ACH/Auto payment plans where TWN is authorized to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans Customer must provide written notice to TWN and allow 30 days for TWN to process the request.

L. Customers with credit balances exceeding $1 have the option of obtaining a refund check by contacting TWN customer service.

M. Customer is hereby notified that credits posted by TWN to Customer accounts for promotional offerings, goodwill, and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Billing and Collection (Continued)

2.4.5 Returned Item Fee, Insufficient funds (NSF) checks

A. Each negotiable instrument (Check, Credit Card, ACH) submitted as payment that is returned to the utility as nonnegotiable for any reason shall be assessed a Returned Item fee of $30.

B. The fee shall be applied to the customer's monthly billing in addition to any other charges which may apply under this Tariff.

C. When the utility is notified by the customer's bank or other responsible agency that a check or authorization of payment for utility service has been denied or returned for any reason, the utility may require the customer to make payment in cash, by money order, certified check, or other means which guarantees the customer's payment to the utility.

D. A customer who tenders a payment that is returned or denied by the responsible agency shall in no way be relieved of the obligation to render payment to the utility under the original terms of the bill nor shall it defer the Company's provision for termination of service for nonpayment of bills.

2.4.6 Late payment penalty

Invoices not paid by the due date will be considered delinquent.

A. A late payment penalty may be applied to delinquent bills.

B. The late payment penalty is computed as the greater of $2.50 or 1.5% of the total unpaid balance due and outstanding.

2.4.7 Reconnection Charge

A reconnection fee of $30.00 per occurrence is charged when service is re-established for Customers who have been disconnected for non-payment. Customer accounts disconnected for non-payment (regardless of plan) are subject to the reconnection fee, must reapply for service, are subject to approval, re-establishment of credit (which may include a deposit), and an installation fee prior to reconnection of service. The reconnection fee is non-refundable.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Billing and Collection (Continued)

2.4.8 Miscellaneous Rates and Charges

A. The Company may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasi-governmental authorities in support of statutory or regulatory programs. Examples of such programs include, but are not limited to:
   1. State Universal Service Funds
   2. Local Number Portability charges
   3. Compensation to payphone service providers for the use of their payphones to access the Company's service.
   4. All state and local taxes and surcharges.

B. If Company and Customer enter into a service agreement for a period longer than 12 months, Company may include a prorated early termination fee, which will be commensurate with the discount received by the Customer over the term of the contract.

C. In order to recover administrative costs associated with account maintenance and collections efforts, the Company imposes:
   1. Invoice reprints are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a paper billing Customer. From the 3rd period prior to the current invoice period there is a $5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, $1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TWN's Paperless E-Bill program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice.
   2. An abandoned credit transfer fee is assessed on accounts with unclaimed credit balances at the time of closing or that have been dormant for 6 months or more.

D. Accounts in default for more than 30 days are subject to submission to a collection agency. Customer acknowledges liability for attorney's fees or collection costs incurred in having to collect on Customer's account. Customers are also hereby notified that TWN reports collections actions to the appropriate credit bureau(s) and Customer agrees to allow TWN to share credit information about the Customer with credit reporting agencies/bureaus.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.4 Billing and Collection (Continued)

2.4.9 Deferred payment plan

A. Each utility may, prior to termination, offer to a qualifying customer a deferred payment plan for the customer to retire unpaid bills for utility service.

B. Each deferred payment agreement entered into by the utility and the customer due to the customer's inability to pay an outstanding bill in full shall provide that service will not be discontinued if:

1. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement.
2. Customer agrees to pay all future bills for utility service in accordance with the billing and collection tariffs of the utility.
3. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six months.

C. For the purposes of determining a reasonable installment payment schedule under these rules, the utility and the customer shall give consideration to the following conditions:

1. Size of the delinquent account
2. Customer's ability to pay
3. Customer's payment history
4. Length of time that the debt has been outstanding
5. Circumstances which resulted in the debt being outstanding
6. Any other relevant factors related to the circumstances of the customer.

D. Any customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the utility's scheduled termination date for nonpayment of bills; customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the utility from discontinuing service for nonpayment.

E. Deferred payment agreements may be in writing and may be signed by the customer and an authorized utility representative.

F. A deferred payment agreement may include a finance charge as approved by the Commission in a tariff proceeding.

G. If a customer has not fulfilled the terms of a deferred payment agreement, the utility shall have the right to disconnect service pursuant to the utility's termination of service rules and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.5 Termination of service

2.5.1 Non-permissible reasons to disconnect service

The following may not constitute cause for refusal of service to a present or prospective customer:

A. Failure of a prior customer to pay for service at the premises to be serviced except in the instance where the prior customer continues to reside on the premises.

B. Failure to pay for services or equipment which are not regulated by the Commission.

C. Residential Service may not be disconnected or denied due to nonpayment of a bill related to another class of service.

D. Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time.

E. Failure to pay the bill of another customer as guarantor of that bill unless the guarantor does not make acceptable payment arrangements.

F. Failure to pay disputed charges where the Customer has complied with the Commission's rules on complaints.

G. Local exchange carriers are prohibited from discontinuing local service for alleged delinquency of non-local bills.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.5 Termination of service (Continued)

2.5.2 Termination of service without notice

A. The Company may discontinue service without notice for any of the following reasons:

1. There exists a condition determined by the Company to be hazardous to the Customer, the general population or the Company's personnel or facilities.
2. There is evidence of tampering or fraud.
3. There is use of service by any method which causes hazardous signals over the Company's network. Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.
4. There is evidence of use of service or equipment in a manner to violate the law. Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
5. The Company shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company.

B. Termination of service, with or without notice, shall not entitle the customer to any refund or reimbursement whatsoever, nor shall it constitute as waiver of any applicable charges or relieve the customer from their payment obligation.

C. The Company shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of one year and shall be available for inspection by the Commission.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.5 Termination of service (Continued)

2.5.3 Termination of service with notice

A. The Company may terminate service for any of the following reasons provided it has notified the customer of its intent, in writing, to terminate service and has allowed the customer the notice period specified in 2.5.5 in which to remove the cause for denial:

1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
2. Customer breach of contract for service between the Company and customer.
3. Failure of the customer to provide the Company reasonable access to its equipment and property.
4. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
5. Failure of customer to meet or maintain the Company's credit and deposit requirements.
6. Failure of the customer to pay a bill for Company service.
7. Unauthorized resale of equipment or service.

B. Termination of service, with or without notice, shall not entitle the customer to any refund or reimbursement whatsoever, nor shall it constitute as waiver of any applicable charges or relieve the customer from their payment obligation.

C. The Company will maintain a record of all terminations of service with notice. This record shall be maintained for one year and be available for Commission inspection.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.5 Termination of service (Continued)

2.5.4 Termination notice requirements

A. The Company shall not terminate service to any of its customers without providing advance written notice to the customer of the Company's intent to disconnect service, except under those conditions specified where advance written notice is not required.

B. Such advance written notice shall contain, at a minimum, the following information:

1. The name of the person whose service is to be terminated and the telephone number where service is being rendered.
2. The Company rules or regulation that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of the Company, if applicable.
3. The date on or after which service may be terminated.
4. A statement advising the customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the customer's service.

2.5.5 Timing of terminations with notice

A. The Company will give at least five days advance written notice prior to the termination date.

B. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.

C. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the customer has not satisfied the Company that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice.

D. The Company shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

E. The Company may terminate service on a temporary basis by discontinuing the customer's line access at the central office.

F. The terms and conditions of these rules shall apply in all circumstances except those superseded by the provisions of the high toll usage notification procedures.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 Customer Initiated Cancellation of Service or Change of Responsibility

2.6.1. Cancellation of Service by Applicant

A. Customer may cancel or discontinue service by providing advance written notice to the Company.

B. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

C. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

1. The total costs of installing and removing and disconnecting such facilities; or
2. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
3. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

D. Customers requesting discontinuation of service that have met their minimum term requirement will not incur early termination fees but will be subject to a disconnection fee, credited back to their account once TWN receives all equipment (in good working condition) within 10 days of disconnection.

E. Customers requesting discontinuation of service that have not met their plan's minimum term requirement will incur early termination fees that are commensurate with the discount received over the term of the contract.

F. A Month-to-Month Plan Customer requesting disconnection of services will be charged for the portion of the month in which service was furnished on a pro rata basis. For this purpose, every month is considered to have 30 days. The charges listed in 2.6.1.C will not apply to Month-to-Month Plan customers.

G. Customers requesting discontinuation of service are advised that simply returning their equipment to TWN, without providing TWN with notice of disconnection, will not terminate service and the Customer will remain responsible for all costs and fees associated with the account.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.6 Customer Initiated Cancellation of Service or Change of Responsibility (Continued)

2.6.2. Change of responsibility or Occupancy

A. Not less than thirty days advance written notice must be given to the utility's office to discontinue service, to change occupancy or to change account responsibility.

B. The customer in whose name service is being rendered shall be responsible for all utility services provided and/or consumed up to the scheduled date of service discontinuation.

C. Existing business service may be continued for a new subscriber only if the former subscriber consents and an agreement acceptable to the utility is made to pay all outstanding charges against the service.

D. Change of responsibility on a residence account shall occur only in those cases where both parties previously shared service.

2.7 Customer service complaints / Billing Disputes

2.7.1 Customer Service Complaints

A. The utility shall make a full and prompt investigation of all service complaints made by its customers, either directly or through the Commission.

B. The utility shall respond to the complainant and/or the Commission representative within five working days as to the status of the utility investigation of the complaint.

C. The utility shall notify the complainant and/or the Commission representative of the final disposition of each. Upon request of the complainant or the Commission representative, the utility shall report the findings of its investigation in writing.

D. Each utility shall keep a record of all written service complaints received which shall contain, at a minimum, the following data:

1. Name and address of complainant
2. Date and nature of the complaint
3. Disposition of the complaint
4. A copy of any correspondence between the utility, the customer, and/or the Commission.

E. This record shall be maintained for a minimum period of one year and shall be available for inspection by the Commission.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Customer service complaints / Billing Disputes (Continued)

2.7.2 Customer Bill disputes

A. Any utility customer who disputes a portion of a bill rendered for utility service shall pay the undisputed portion of the bill and notify the utility's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill. If notice of dispute with respect to invoiced charge(s) is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and binding upon the customer.

Customers may notify the utility of billing or other disputes in writing as follows:

TransWorld Network, Corp
ATTN: Customer Service
255 Pine Ave N
Oldsmar, FL 34677

The Company also provides the following toll-free number, 1-800-950-3015 for customers to contact the Company for assistance.

B. Upon receipt of the customer notice of dispute, the utility shall:

1. Notify the customer within five working days of the receipt of a written dispute notice.
2. Initiate a prompt investigation as to the source of the dispute.
3. Withhold disconnection of service until the investigation is completed and the customer is informed of the results.

C. Once the customer has received the results of the utility's investigation, the customer shall submit payment within five working days to the utility for any disputed amounts. Failure to make full payment shall be grounds for termination of service. Prior to termination inform the customer of his right of appeal to the Commission.

SECTION 2 – RULES AND REGULATIONS (CONTINUED)

2.7 Customer service complaints / Billing Disputes (Continued)

2.7.3 Commission resolution of service and/or bill disputes

A. In the event a customer and utility cannot resolve a service and/or bill dispute, the customer shall file a written statement of dissatisfaction with the Commission; by submitting such notice to the Commission, the customer shall be deemed to have filed an informal complaint against the utility.

B. Within 30 days of the receipt of a written statement of customer dissatisfaction related to a service or bill dispute, a designated representative of the Commission shall endeavor to resolve the dispute by correspondence and/or telephone with the utility and the customer. If resolution of the dispute is not achieved within 20 days of the Commission representative's initial effort, the Commission shall hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing shall be governed by the following rules:

1. Each party may be represented by legal counsel, if desired.
2. All such informal hearings may be recorded or held in the presence of a stenographer.
3. All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties.
4. All parties and the Commission's representative shall be given the opportunity for cross-examination of the various parties.
5. The Commission's representative will render a written decision to all parties within five working days after the date of the informal hearing. Such written decision of the arbitrator is not binding on any of the parties and the parties will still have the right to make a formal complaint to the Commission. Customer and TWN both agree to attempt in good faith to resolve any dispute promptly. If the parties are unable to resolve the dispute, the Customer agrees to pursue resolution of their claim/dispute through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.

C. The utility may implement normal termination procedures if the customer fails to pay all bills rendered during the resolution of the dispute by the Commission.

SECTION 3 – SERVICE OFFERINGS

3.1 General

3.1.1 Wi-Power® Digital Phone Service

A. TransWorld Network, Corp provides competitive local exchange telecommunications services within Arizona.

B. For Customers who subscribe to Wi-Power® Digital Phone Services, domestic inbound and outbound calls are included in the service package price and include calls within the contiguous 48 states in the United States as well as calls to/from Canada and Puerto Rico.

C. Wi-Power Digital Phone Service is an alternative to traditional telephone communications. The Company uses a fixed wireless network to deliver services to its customers and does not rely on traditional local loops or copper wire for the last mile connectivity.

1. With this Service, customers use their high-speed Internet connection to make phone calls.
2. Wi-Power Digital Phone Service uses Voice over Internet Protocol (VoIP) technology to use the Internet as the transmission medium for telephone calls by sending voice data in packets rather than by traditional circuit transmissions.
3. Wi-Power Digital Phone service supports Dual Tone Multi frequency signaling on the local access line.

3.1.2 Features

A. Features included with Wi-Power Digital Phone Service

1. Call Forwarding allows automatic forwarding of incoming calls to another phone number.
2. Call Waiting alerts user of an incoming call during a call already in progress.
3. Call Return allows user to call the last calling party.
4. Caller ID allows the user to see the number of the calling party prior to answering an incoming call, when used in conjunction with compatible equipment, and when available.
5. Caller ID Block
   (a). Allows user to block transmission of their caller identification on an outbound call.
   (b). Feature is available on a per-call basis.

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.1 General (Continued)

3.1.2 Features (Continued)

A. 6. Disable Call Waiting
(a). Allows user to disable the incoming call alert while on the phone.
(b). Feature is available on a per-call basis.

7. Message Waiting Indicator, when used in conjunction with compatible equipment, provides user with a visual indication of message(s) waiting.

8. Redial allows the user to call the last number that was dialed.

9. Voice Mail
In the event that the user does not answer a call, system will answer the call and allow calling party to leave a message.

10. Voice Mail to E-mail
A copy of each voicemail is sent to the subscriber's chosen e-mail address.

11. Directory Listing Service

12. 611 Technical Support
In the event that a user requires technical support for a service offering, that user may call 611.

B. Features available at additional cost

1. 3-Way Calling allows the end user to add an additional party to a call.

2. Unlisted Directory Service
Customers may choose to not have their number(s) appear in directory listing.

3.1.3 Additional options available at additional costs

A. Customer requested Digital Phone Service Installation

1. Available only to customers with TWN's Wi-Power® Internet Service

2. Allows customer to have a TWN technician install their Digital Phone Service equipment

B. Customer requested phone number ("DID") change

C. Fax/Security Additional Line

1. Allows the customer to add an additional line compatible with fax machines and/or other uses requiring tones.

2. Usage is capped at 200 minutes

3.1.4 Minimum term of service

A. All Wi-Power Digital Phone service plans require a Minimum Term of Service.

B. Minimum term requirement varies by plan.

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.1 General (Continued)

3.1.4 Minimum term of service (Continued)

C. The term begins on the date of:
   (a). Installation of the digital phone service, if installation is performed by a TWN technician.
   (b). Provisioning/mailing out of the customer's analog telephone adapter (ATA) by TWN.

D. Upon completion of the plan(s) term, the plan(s) will automatically convert to a month-to-month term where early termination fees will not apply.

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.2 Calculation of time, billing increments

3.2.1 Calculation of time

A. Timing of calls begins when the call is answered at the called station.

B. When the called party picks up is determined by hardware and software answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

C. A call is terminated when either party disconnects from the call.

3.2.2 Billing Increments

A. Minimum call duration is one minute. Call timing increments for billing purposes are rounded to the next minute. All calls reduce available plan minutes by the same increments. Call detail records for included plan calls will not appear on customer invoices. Customers wishing to view call detail records for their current invoice should contact TWN customer support.

B. There shall be no charge for incomplete or unanswered calls. No minutes will be deducted from available plan minutes for incomplete or unanswered calls.

3.3 Usage Limitations

A. Service is provided to be used in a manner that is consistent with fair and normal usage for the service or plan.

B. If the Customer uses the service in a way that is inconsistent with the fair and normal use of the plan, and/or has traffic in excess of 3,000 outbound minutes during a billing period on a residential plan, the Customer will be considered as having exceeded the fair and normal usage limitations.

1. TWN may, at its sole discretion, immediately transfer the Customer to another plan, or suspend or terminate service.
2. The Customer acknowledges that if the service is terminated under this provision, the Customer will be subject to all applicable termination charges.
3. TWN's right to terminate a customer's account is not limited by this provision.

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.3 Usage Limitations (continued.)

C. Below are other examples of uses of TWN's service inconsistent with normal residential use:
   1. Non-residential uses – Commercial, not-for profit, governmental or other similar use.
   2. Use of the service at a multi-residential address for more than one single residence.
   3. Use of the service by others not residing at the residential account service address, primarily by reason of its unlimited feature.

3.4 Standard pricing, charges and surcharges

3.4.1 Monthly recurring charges ("MRC")

A. Service charge
   1. Digital phone service is assessed per subscribed line.

B. Feature charges are assessed per feature, per plan/line.

C. Additional options charges are assessed per option, per plan/line.

3.4.2 Non-recurring fees and charges

A. Plan, feature, and/or option activation or initiation
   1. Activation Fees
      Apply to each new plan/line, unless waived on a per-case basis.
   2. Porting fees
      (a). Apply to each number a customer attempts to transfer to TWN's service.
      (b). If the port is not successful, for any reason, the Customer agrees to hold TWN harmless against any claim regarding the inability to transfer their number.

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.4 Standard pricing, charges and surcharges (continued)

3.4.2 Non-recurring fees and charges (continued)

B. Plan, feature, and/or option de-activation

1. Porting fees
   - (a). Apply to each number a customer attempts to transfer from TWN's service.
   - (b). If the port is not successful, for any reason, the Customer agrees to hold TWN harmless against any claim regarding the inability to transfer their number.
2. Port Cancelation/Disconnection Fees
   - (a). Apply when a customer cancels the port/transfer order of their phone number(s) prior to completion of the order or if the customer disconnects their number after porting
   - (b). These charges are per DID and may include, but are not limited to:
     1. Standard Port Cancelation Fee (up until 2 days before port)
     2. Expedited Port Cancelation Fee (within 48 hours of port)
     3. Snapback Fee (Port reversed within 24 hours of execution)
     4. Disconnect Fee

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.4 Standard pricing, charges and surcharges (Continued)

3.4.3 Per use charges and surcharges

A. Directory Assistance, 411

1. Customers may make two (2) requests for telephone numbers per Directory Assistance call.
2. A Directory Assistance charge applies per directory assistance call made from points within Arizona.
   (a). The charge applies regardless of whether or not the operator is able to supply the requested number.
   (b). There are no discounts applied to Directory Assistance charges.
   (c). Surcharge amounts
      1. $0.79 Current surcharge per call
      2. $1.99 Maximum surcharge per call

B. Plan overage charge

1. Customers will be charged an overage fee per minute of use exceeding their included plan minutes for the month/billing period.
2. Overage charges
   (a). $0.039 Minimum overage charge per minute
   (b). $0.099 Maximum overage charge per minute

C. Operator Assistance

1. General Assistance: A Customer may request general information from the operator by dialing 0, such as dialing instructions, area code information, county codes, and Customer Service 800/888 telephone numbers. In a General Assistance call the customer does not ask the operator to complete the call and the Customer is not charged.
2. Person to Person: Calls completed with the assistance of an operator to a particular number and person specified by the Customer.
3. Operator Assistance Charges: The following surcharges will be applied on a per call basis:

	Maximum
Person to Person (Operator Dialed)	$4.00
Person to Person (Customer Dialed)	$4.00
General Assistance	N/C

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.5 Non-standard pricing arrangements

3.5.1 Promotional Offerings

From time to time, the Company may offer new or existing services on a promotional and/or trial basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Such trial and/or promotional offerings are limited to a maximum of six months at which time the offering must be either withdrawn or made available on a permanent basis.

3.5.2 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

3.5.3 Individual Case Basis ("ICB") Offerings

The tariff may specify "ICB pricing" for a service. The Company may or may not have an equivalent service in the tariff for which there is a tariffed rate, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.6 Lifeline Assistance

Lifeline is a low-income assistant government program that allows eligible low-income consumers to obtain a discount on their telephone service. Eligibility for Lifeline service is limited to qualified individuals and is available for only one line per household. Individuals may apply for Lifeline service by completing an application provided by the Company.

SECTION 3 – SERVICE OFFERINGS (CONTINUED)

3.6 Lifeline Assistance (continued)

3.6.1 Eligibility Requirements

Applicant must qualify based upon household income at or below 150% of the Federal Poverty Level, or participate in one of the following programs:

A. Medicaid
B. Supplemental Nutrition Assistance Program
C. Supplemental Security Income (SSI)
D. Federal Public Housing Assistance
E. Low Income Home Energy Assistance Program
F. Temporary Assistance for Needy Families
G. National School Lunch Program
H. State Children's Health Insurance Plan

3.6.2 Rates

If the applicant is a qualified participant, the digital phone service rate described in section 4.1 of this tariff will be reduced by $9.25.

3.7 Toll Restriction

Toll Restriction allows a Lifeline customer to restrict billable toll calls (local, domestic and/or international). To the extent the Company offers Lifeline service offerings that distinguishes between toll and non-toll calls, it will offer toll restriction to qualifying low-income consumers at no additional charge.

3.8 Primary Interexchange Carrier Change

A Customer may choose to select a different interLATA and/or intraLATA long distance carrier. A customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service.

SECTION 4 – PRICE LISTS

4.1 Residential

Monthly Recurring Charges	Current MRC	Maximum MRC
Wi-Power® Digital Phone Service	$ 25.95	$ 49.95
Feature – Unlisted Directory Service (name, phone number, no address)	$ 0.99	$ 1.99
Non-published/unpublished number (no name, no phone number)	$ 0.99	$ 1.99
Feature – 3-Way Calling	$ 4.99	$ 14.99
Additional Option – Fax/Security Additional Line – 200 Minutes	$ 9.99	$ 19.99
Additional Option – Domestic Virtual Number (Incoming only)	$ 9.99	$ 19.99
Non-recurring Fees and Charges	**Current**	**Maximum**
Wi-Power® Digital Phone Service – Activation Fee (Stand-Alone)	$ 99.99	$ 109.99
Wi-Power® Digital Phone Service – Activation Fee - (Bundled)	$ 29.99	$ 49.99
Primary Interexchange Carrier Change Charge	$ 7.50	$ 10.00
Additional Option Activation Fee – Domestic Virtual Number	$ 10.00	$ 20.00
Additional Option Activation Fee – Fax/Security Additional Line	$ 29.99	$ 39.99
Additional Option – Customer Requested VoIP Only Install	$ 50.00	$ 100.00
Additional Option – Customer Requested Number Change	$ 10.00	$ 20.00
De-activation – Standard Port Cancellation Fee	$ 8.00	$ 18.00
De-activation – Expedited Port Cancellation Fee	$ 80.00	$ 100.00
De-activation – Port Snapback Fee	$ 300.00	$ 400.00
De-activation – Disconnect Fee	$ 5.00	$ 15.00

SECTION 4 – PRICE LISTS (CONTINUED)

4.2 Non-residential

Monthly Recurring Charges	**Current MRC**	**Maximum MRC**
Wi-Power® Digital Phone Service – 1500 Minutes	$ 39.95	$ 49.95
Feature – Unlisted Directory Service	$ 0.99	$ 1.99
Feature – Non-published/unpublished number	$ 0.99	$ 1.99
Feature – 3-Way Calling	$ 4.99	$ 14.99
Additional Option – Additional Plan – 1500 Minutes	$ 39.95	$ 44.95
Additional Option – Domestic Virtual Number (Incoming only)	$ 9.99	$ 19.99
Additional Option – Fax/Security Additional Line – 200 Minutes	$ 9.99	$ 19.99
Non-recurring Fees and Charges	**Current**	**Maximum**
Wi-Power® Digital Phone Service – Activation Fee (Stand-Alone)	$ 199.99	$ 209.99
Wi-Power® Digital Phone Service – Activation Fee (Bundled)	$ 29.99	$ 49.99
Primary Interexchange Carrier Change Charge	$ 7.50	$ 10.00
Additional Option Activation Fee – Domestic Virtual Number	$ 10.00	$ 20.00
Additional Option Activation Fee – Fax/Security Additional Line	$ 29.99	$ 39.99
Additional Option – Customer Requested VoIP Only Install	$ 50.00	$ 100.00
Additional Option – Customer Requested Number Change	$ 5.00	$ 20.00
De-activation – Standard Port Cancellation Fee	$ 8.00	$ 18.00
De-activation – Expedited Port Cancellation Fee	$ 80.00	$ 100.00
De-activation – Port Snapback Fee	$ 300.00	$ 400.00
De-activation – Disconnect Fee	$ 5.00	$ 15.00

[redacted]

Issued by:

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