

PSC NY Tariff No. 5 – Telephone  
PAETEC Communications, Inc.  
Initial Effective Date: 10/10/2003

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Section: 4 Leaf: 11  
Revision: 0

SECTION 4 - MINIMUM-MAXIMUM RATE SCHEDULE (Cont'd)

4.12 Prepaid Card Services (Cont'd)

4.12.5 Use of PaeTec Prepaid Card Services (Cont'd)

PaeTec, except that the Customer may inform its subscribers that calls placed using the PaeTec Prepaid Card account number will be carried over PaeTec facilities. The Customer shall not use PaeTec's Prepaid Card without PaeTec's prior express written permission. The Customer is granted no rights whatsoever in the tradenames or insignia \*Marks) of PaeTec Prepaid Card Services, its corporate parent or corporate affiliates (Mark Holders). The Customers will not do business under any such Marks and acknowledges ownership and validity of the Marks by the Mark Holders and shall not assert any rights in the Marks and shall not bring or maintain any action or proceeding for invalidity of the Marks. The Customer will not sell or offer to sell the PaeTec Prepaid Card, or PaeTec Prepaid account numbers to persons residing outside the United States. The Customer acknowledges that any misuse of the Marks or any failure to abide by these terms shall cause PaeTec irreparable harm which may not be fully remedied by a damage award and PaeTec shall be entitled to seek, among other things, preliminary injunctive relief. Customers who desire to produce their own version of a card used to charge PaeTec Prepaid Card Services shall be required to sign a prepaid card bulk issuance agreement.

C. Expiration

PaeTec Prepaid Calling Cards will expire twelve (12) months from date of PIN activation.

D. Liability

PaeTec is not responsible for theft, loss or unauthorized use of the Prepaid Calling Card or PIN associated with such card after PIN has been provided to the Customer.

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Richard E. Ottalagana, Executive Vice President, Fairport, New York