

Matrix Telecom, LLC
d/b/a Americatel d/b/a Startec
P.S.C No. 1-Telephone
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INTEREXCHANGE SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING

TO INTEREXCHANGE SERVICES FURNISHED BY

MATRIX TELECOM, LLC D/B/A AMERICATEL D/B/A STARTEC

WITHIN THE STATE OF NEW YORK. THIS TARIFF SUPERSEDES AND REPLACES IN ITS

ENTIRETY MATRIX TELECOM, INC. D/B/A AMERICATEL, D/B/A STARTEC'S

P.S.C. TARIFF NO. 1.

**ALL OF THE SERVICES AND/OR PRODUCT OFFERINGS IN THIS TARIFF ARE
AVAILABLE ONLY TO EXISTING AMERICATEL AND STARTEC
CUSTOMERS OF RECORD EFFECTIVE JANUARY 13, 2017.**

Issued By:
Charles Griffin, Chief Executive Officer, 433 East Las Colinas Blvd., Suite 500, Irving, Texas 75039

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Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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EXPLANATION OF 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 a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leaves are numbered sequentially. However, new leaves are occasionally added to the tariff. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between leaves 14 and 15 would be 14.1.
- B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current leaf version on file with the NYPSC. For example, the 4th revised Leaf No. 14 would cancel the 3rd revised Leaf No. 14. Because of various suspension periods, deferrals, etc. that the NYPSC follows in its tariff approval process, the most current leaf number on file with the NYPSC is not always the tariff leaf in effect. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric 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)(1)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

For the purposes of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm, or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Company - Matrix Telecom, Inc. d/b/a Americatel d/b/a Startec, a corporation organized under the laws of the State of Texas.

Commission/NYPSC - The New York Public Service Commission, unless otherwise indicated by the context.

Customer - The person, firm, partnership, corporation, or other entity which orders, cancels, amends, or uses the Services or whose telephone equipment is used to place calls using the Company's services and is therefore responsible for the payment of charges and/or compliance with tariff regulations. A call can be placed by a person, firm, partnership, corporation or other entity without originating from such person or entity.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Day - From 7:00 AM up to, but not including, 8:00 PM local time Monday through Friday.

Direct Dialed Call - An intrastate telephone call initiated by dialing 1+ for intrastate calls that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

el Plan de Discado Opcional - Spanish language name for the Optional Dial Around Plan described in Section 3.4.1.A.23.

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

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Evening/Weekend - From 8:00 PM up to, but not including, 7:00 AM local time Monday through Friday, and 24 hours a day on Saturday, Sundays and Holidays.

Holidays - The Company's recognized holidays are New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

LEC - Local Exchange Carrier.

Optional Dial Around Plan - Plan option where customers access their selected plans from those listed in Section 3 herein by dialing 10-10-123 + 1 or 011 + the area code and number they are calling. No preferred interexchange carrier change (PIC Change) is required.

Other Common Carrier - A common carrier, other than the Company, providing domestic and/or international communications service to the public.

Point(s) of Presence - The site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Service(s) - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

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

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicate circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

Startec - Service brand for certain designated service through this tariff.

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

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

Underlying Carrier - A facilities-based intrastate interexchange carrier or reseller providing the Services being resold by the Company.

10-10-123 - Americatel's Carrier Identification Code. Customers dial 10-10-123 to access these Americatel services: (a) Americatel's UniendoAmérica® Plans, described in Section 3.4.1.A. and (b) Americatel's LíneaPaís® Plan, described in Section 3.4.3.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company to business and residential customers for telecommunications between points within the State of New York. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2 The Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but involve the resale of the facilities and/or services of underlying common carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.4 The Customer is entitled to limit the use of the Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of the Company.
- 2.1.5 Pursuant to Case No. 91-M-0927, in individual cases the Company also may enter into contracts, on a non-discriminatory basis, in lieu of tariffed rates, charges and regulations. These special pricing arrangements will be offered to all similarly-situated customers, and copies of all such agreements will be filed with the NYPSC and attached as addenda to the tariff.

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

2.2 Undertaking of the Company

- 2.2.1 The Company's services and facilities are furnished for communications originating at specified points within the State of New York under the terms of this tariff. The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company will resell long distance services to customers within the State of New York. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due to such service arrangement.
- 2.2.2 The Company shall be responsible only for the resale of the Services it offers.
- 2.2.3 The Company's Services are available twenty-four hours per day, seven days per week.

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2.3 Limitations of Service

- 2.3.1 All Service is offered subject to availability of the necessary facilities of underlying carriers, to the provisions of this tariff, and to applicable law.
- 2.3.2 Except as indicated otherwise herein, the Company reserves the right to refuse or discontinue Service immediately to Customers without incurring liability:
- A. For non-payment of any sum owing to the Company;
 - B. For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers;
 - C. For any violation by a Customer related to the request for such Service of either the provisions of this Tariff or any applicable laws, rules, regulations, or policies of any governmental authority.
 - D. By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service;
 - E. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services;
 - F. If such refusal or discontinuance is otherwise made necessary by conditions beyond the Company's control.
 - G. In the event Americatel's underlying carrier or other third party telecommunications service provider discontinues or interrupts their service to Americatel for any reason.

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

2.3 Limitations of Service, (Cont'd.)

2.3.3 The Company may discontinue service to a Customer for nonpayment of disputed charges or other violation of this tariff not included in Section 2.3.2 above upon 10 days written notice to the Customer without incurring any liability for damages due to the loss of telephone service.

2.3.4 The Customer may not transfer or assign its rights or duties under this tariff without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

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

2.4 Liabilities of the Company

- 2.4.1 Except as stated in this Subsection, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, obligations, or privileges contemplated by this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.4.2 The liability of the Company to its Customer(s) resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the lesser of \$500 or the charge applicable under this tariff to the call or calls affected. No other liability in any event shall attach to the Company, including liability resulting from the unavailability of Service due to the failure or inoperability of any Customer-provided communications equipment.
- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: Acts of God, fires, flood or other catastrophes; 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 department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.

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

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.4 The Company shall not be liable for any claim or loss, expense or damage arising out of the provision of Service (including direct, special or consequential damages, attorney fees or court costs), or for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company.
- 2.4.5 The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damage, including punitive damages, attorney fees and court costs, brought or caused by the Customer or third parties and arising out of any act or omission of the Customer in the course of any authorized use, unauthorized use or misuse of the Company's Services, or the Customer's equipment or facilities. Unauthorized use or misuse of the Customer's equipment or facilities includes, but is not limited to, the unauthorized use or misuse of such equipment or facilities by the Customer's agent(s) or other third parties. The Company does not warrant or guarantee that it can prevent such unauthorized use or misuse, and the Customer is responsible for controlling access to, and use of, its own equipment and facilities.
- 2.4.6 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against, any claim or loss, expense or damage (including indirect, special or consequential damages, attorney fees or court costs) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury or harm to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer.

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

2.4 Liabilities of the Company, (Cont'd.)

2.4.7 THE COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.4.8 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company unless the Company or a duly authorized agent or employee of the Company so authorizes in writing.

2.4.9 The Company shall not be liable for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

2.5 Provision of Equipment

- 2.5.1 Customer-provided communications equipment at the Customer's premises for use in connection with Services provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the Services and facilities of the Company, and/or the Company's Underlying Carriers. Such Customer-provided equipment shall be in compliance with all applicable rules and regulations of the NYPSC and the Federal Communications Commission, the laws of the State of New York and the requirements of the Communications Act of 1934, as amended.
- 2.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff in the proper manner. Subject to this requirement, the Company shall not be responsible for:
- A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

2.6 Payment for Services

- 2.6.1 The Customer is responsible for the payment of all charges for Services furnished to the Customer and Customer's agent(s) or patrons of the Customer, and for all calls placed by or through Customer's equipment directly or via any remote access features. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card or credit card calls.
- 2.6.2 The Company's bills are due upon receipt. If full payment is not received within thirty (30) days after the bill is issued, a late payment charge of \$1.50 plus 1.5% on the total unpaid balance shall be assessed per month or at the maximum permissible rate under applicable law, whichever is greater.
- 2.6.3 Disputes with respect to charges must be presented to the Company in writing within sixty (60) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer. If a billing dispute arises, Customer may request, and the Company will provide, a review of the disputed amount. The undisputed portion of the relevant bill and all subsequent bills must continue to be paid on a timely basis.
- 2.6.4 Customers have the right to refer billing disputes and any other complaints to the Company at (888) 801-0123 [Americatel services] or at (800) 827-3374 [Startec services], or to the State of New York Public Service Commission, Three Empire State Plaza, Albany, New York 12223-1350 at (800) 342-3377.
- 2.6.5 The Customer shall be liable to the Company for the cost of collection of all charges owed to the Company. Collection fees on unpaid charges will accrue at the monthly charge as defined in Section 2.6.2 of this tariff. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

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2.6 Payment for Services, (Cont'd.)

- 2.6.6 If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorney fees and costs of the Company in prosecuting such proceedings and appeals therefrom. In the event that the Company suspends the provision of Services to the Customer pursuant to the provisions of this tariff, the Company will re-connect the Customer to such Services only when all debts of the Customer to the Company, including accrued interest and other expenses and costs of collection, have been fully discharged to the satisfaction of the Company.
- 2.6.7 All applicable taxes, fees, charges, exactions, or the like which must be paid to any governmental authority (federal, state, local, municipal or otherwise) for the provision of telecommunications services and which, pursuant to the rules and regulations governing such applicable taxes, fees, charges, exactions or the like, may be charged directly to the Customer, will be separately stated on the Customer's bill and charged to, and collected from, the Customer. It shall be the responsibility of the Customer to pay these taxes, and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- 2.6.8 A charge of \$20.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. If a Customer who has received a notice of discontinuance pays its bill with a check that is subsequently dishonored, the account status shall remain unpaid and the Company is not required to issue any additional notice before disconnecting service.
- 2.6.9 Neither the Company nor the foreign telecommunications carrier owning the foreign telephone number called shall be responsible for any charges incurred by callers to the telephone number in the foreign country under the LíneaPaís[®] Plan in Section 3.4.3 below. Responsibility for said charges are the sole and exclusive responsibility of the Customer and/or the caller to the telephone number in the foreign country.

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

2.6 Payment for Services, (Cont'd.)

2.6.10 Establishment and Reestablishment of Credit

The Company may require Customers or potential Customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria. If the Company determines that an advance payment is necessary; the provisions under Section 2.15 of this tariff apply. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishing service.

2.6.11 Cancellation

The Customer may cancel without termination fees or penalties any new service or any new contract for service within 30 days after the new service is initiated. The Customer is not relieved from paying any usage charges incurred prior to cancellation or for normal recurring charges applicable to the service in the month of cancellation.

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

2.7 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.8 Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times and locations. Except for the rates charged under such promotions and any other specified terms and conditions of those promotions, all terms and conditions of service contained in this tariff shall apply to the Company's promotional service offerings. All promotional offerings of the Company will be filed with the NYPSC for review and tariff approval.

2.9 Liability of the Customer

The Customer, and not the Company, shall be liable for damage to the Underlying Carrier's facilities utilized to provide Services under this tariff that are caused by the negligence or willful act of the Customer or its agent(s), or that result from the improper use of the Underlying Carrier's facilities by the Customer or its agent(s). Nothing in the foregoing sentence shall be interpreted to hold one Customer liable for another Customer's actions.

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

2.10 Use of Service

2.10.1 Services offered hereunder may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff, the policies and regulations of the NYPSC and the Federal Communications Commission, the laws of the State of New York and the requirements of the Communications Act of 1934, as amended. The Services offered hereunder shall not be used for any unlawful purpose.

2.10.2 The use of the Company's services without payment for service, and any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, is prohibited.

2.11 Interruption of Service

2.11.1 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and applicable law, and may continue such interruption until any items of non-compliance so identified are rectified.

2.11.2 The Company will consider customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Company's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and the Company was at fault. All credit allowances shall be subject to the provisions of Section 2.4 above. It shall be the obligation of the customer to notify the Company immediately of any service problems for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the problem experienced is not being caused by any action or omission by the customer within the customer's control.

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

2.12 Restoration of Service

The use and restoration of Service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules of the Federal Communications Commission. When service has been discontinued for nonpayment, the Company may restore service as soon as reasonably possible upon receipt of payment of all outstanding charges and a service restoration fee of \$50.00.

2.13 Billing Arrangements

Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customers' regular telephone bills pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. Company may refuse to complete calls made by persons who receive regular telephone bills from a telephone company where for economic, technical and/or operational reasons the Company or its intermediary does not have an effective billing and collection agreement. To determine when calls cannot be completed, according to the Company's records, call 1-800-531-0457.

2.14 Deposits

Company may require a Customer without established credit history to pay a sum up to an amount equal to two (2) months' estimated charges as a deposit. Such deposit will be held as a guarantee of the payment charges provided for herein. The fact that a deposit has been made in no way relieves the Customer from complying with the prompt payment of bills on presentation. At such time as service is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to the Customer at any time prior to termination of the service at the option of the Company.

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

2.15 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for services. The advance payment will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the following month.

2.16 Failure to Notify or Enforce

The failure to give notice of default, to enforce or to insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions of this tariff shall remain at all times in full force and effect unless and until modified in writing.

2.17 Method of Service of Notices

Unless otherwise provided by this Tariff, any individual notice by the Company to the customer may be given either verbally to the customer or to the customer's authorized representative, or by written notice mailed to the customer's last known address.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and Terminate for Phone Calls

The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up or otherwise terminates the call. If the called station hangs up or otherwise terminates the call but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Underlying Carrier's operator.

3.1.2 Billing Increments

For UniendoAmérica and LíneaPaís Plans, the minimum call duration for billing purposes is 1 minute for a connected call. Customers presubscribed to products in Section 3.4 will not be billed for calls of 6 seconds or less. After the first 6 seconds of a call, the customer will be billed for 1 minute. Calls beyond 1 minute are billed in 1 minute increments.

For Startec Plans, calls are billed in 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charge for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance

Billing will not be based on distance. Every call within the State of New York will be billed, regardless of distance.

3.3 Minimum Call Completion Rate

The Company will ensure an industry standard blocking rate of P.01.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings

3.4.1 Message Telecommunications Service

The Company offers and provides long distance service to residential, business and other customers. Service is available on a full-time basis, 24 hours a day, seven days a week. The Customer utilizes "1+" dialing for presubscribed service. For casual dial-around non-presubscribed service, the Customer dials 10-10-123, 10-10-719 or 101-6868, then 1 and the destination area code and number. Message Telecommunications Services is not available from transient locations such as hospitals, university dormitories or prisons, and is not available from pay telephones.

Upon enrollment in Americatel's Optional Dial Around Plan, the Customer will remain activated and will be billed the Plan's rates and monthly service charges until the Customer calls Americatel to cancel its Optional Dial Around Service.

The per minute rates, monthly fees and other charges set forth in these Terms and Conditions are subject to change.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans

The Company's plans are available 24 hours a day, 7 days a week for Customers who utilize their billing telephone number (BTN) and other working telephone numbers (WTNs) to dial the Americatel dialing code, and have enrolled in Americatel's Optional Dial Around Plan. The service is not available for calls placed from pay phones.

Americatel does not serve as the Customer's preferred interexchange carrier change (PIC) for Message Telephone Service but the Customer instead subscribes to Americatel's UniendoAmérica® or LíneaPaís® Plans, the Customer dials 10-10-123, then 1 and the destination area code and number.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

1. UniendoAmérica® Base

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$2.50	\$10.00
Monthly Recurring Charge	\$1.50	\$6.00

2. UniendoAmérica® Familia

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$1.50	\$6.00
Monthly Recurring Charge	\$2.00	\$8.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

3. UniendoAmérica® Tu Gente

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$2.00	\$8.00
Domestic Rate Plan Monthly Fee	\$2.50	\$10.00

4. UniendoAmérica® Tu Mundo

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$2.50	\$10.00
Domestic Rate Plan Monthly Fee	\$3.00	\$12.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

5. UniendoAmérica® Tu Ahorro

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$2.50	\$10.00
Monthly Recurring Charge	\$2.00	\$10.00

6. UniendoAmérica® Plan Económico

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$2.50	\$10.00
Monthly Recurring Charge	\$1.50	\$8.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

7. UniendoAmérica® Especial II

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$1.00	\$4.00

8. UniendoAmérica® Especial I

There is a monthly charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charge s must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica® 1.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$3.00	\$12.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

9. UniendoAmérica® Hispano

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$2.50	\$10.00
Monthly Recurring Charge	\$1.50	\$8.00

10. UniendoAmérica® Latino

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$2.50	\$10.00
Monthly Recurring Charge	\$1.50	\$8.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

11. UniendoAmérica® Unido

There is a monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$2.50	\$10.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

12. UniendoAmérica® Bandera

There is a monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$3.00	\$12.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

13. UniendoAmérica® Cercano

There is a monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minute and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$6.50	\$26.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

14. UniendoAmérica® Libre

There is a monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$7.50	\$30.00

15. UniendoAmérica® Super

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$2.00	\$8.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

16. UniendoAmérica® Continente

There is a monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The bill charges will appear on the customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$8.50	\$34.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

17. UniendoAmérica® Para Tí

There is a minimum monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the minimum monthly amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$2.50	\$10.00

18. UniendoAmérica® Contigo

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$2.50	\$10.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

19. UniendoAmérica® Sin Fronteras

There is a monthly minimum charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$10.00	\$40.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

20. UniendoAmérica® Cerca de Tí

There is a monthly minimum charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$7.50	\$30.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

21. UniendoAmérica® Sin Distancia

There is a monthly minimum charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$5.00	\$20.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

22. UniendoAmérica® Hablando

There is a monthly minimum charge associated with this service. To apply the minimum charge, the Company calculates the difference between the charges incurred (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minutes and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase UniendoAmérica®.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$3.50	\$14.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

A. Residential Calling Plans, (Cont'd.)

23. Optional Dial Around Plan (el Plan de Discado Opcional)

Customers may combine their subscription to any of the UniendoAmérica® or LíneaPaís® plans set forth herein with Americatel's Optional Dial Around Plan (el Plan de Discado Opcional) at no extra charge. No preferred interexchange carrier change (PIC) is necessary. Under the Optional Dial Around Plan, Customers access their selected Americatel Plans by dialing Americatel's Dial Around Access Code (10-10-123).

Customers accessing their Plans under this Option by dialing 10-10-123 shall be charged the lower overall rate available as between the rates in their selected Plan and the Company's 10-10-123 Dial Around rates (including connection fees) for the destination in question at the time of the call.

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

B. Business Calling Plans

1. Americatel Business -- Basic Plan (Plan #1)

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$3.00	\$12.00

2. Americatel Business -- Discount Plan (Plan #2)

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$4.00	\$16.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

B. Business Calling Plans, (Cont'd.)

3. Americatel Business -- Premium Plan (Plan #3)

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$5.00	\$20.00

4. Americatel Business – Ejecutivo Plan (Plan #4)

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$4.00	\$16.00

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3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

B. Business Calling Plans, (Cont'd.)

5. Americatel Business – Professional Plan (Plan #5)

There is a monthly charge associated with this service. To apply the minimum bill charges, one must calculate the difference between the actual bill (before taxes) and the monthly minimum amount figure. To determine the actual bill, all international minutes, domestic minute and monthly charges must be considered. The minimum bill charges will appear on the Customer's bill under a generic text phrase Americatel Business.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Minimum Monthly Charge	\$12.50	\$50.00

6. Americatel Business – Selecto Plan (Plan #6)

There is a monthly charge associated with this service.

	Minimum	Maximum
Basic Intrastate Rate Per Minute Rate	\$0.065	\$0.26
Monthly Charge	\$7.50	\$30.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Message Telecommunications Service, (Cont'd.)

C. Interim Calling Option

Any Customer who has enrolled in an optional calling plan described in Section 3.4.1.A. shall be charged at the rates for Message Telecommunications Service elected through such plan for all calls carried by Americatel, including, for a period of 90 days from the date of enrollment in such plan, those calls that are initiated by dialing Americatel's dial around code (10-10-123). In order to obtain the rate described under this option, the customer must specifically agree to contact its local exchange carrier (LEC) to request that its primary interexchange carrier be changed to Americatel, in the event that Americatel is unable to effect such customer's election without the customer's direct authorization to the LEC.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Dial-Around Code 10-10-123 Americatel

A. General

The 10-10-123 Americatel dial-around code is a communications service that allows customers to place long distance calls from their home telephone number, cell phone numbers or small business number to international and domestic destinations.

B. Service Availability

10-10-123 Americatel is available 24 hours a day 7 days a week for residential and business telephones located within the Continental United States. The service is not available to calls placed from hotels, prisons, large businesses and pay phones.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Dial-Around Code 10-10-123 Americatel, (Cont'd.)

C. Interruption of Service

Without incurring liability, Americatel may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with regulations set forth in this Tariff and applicable law, and may continue such interruption without liability until any items of non-compliance so identified are rectified.

Americatel will consider Customer requests for credit for faulty or incorrect connections and for other problems experienced by customers in the use of the Americatel's services on a case-by-case basis, and will provide reasonable credit in those cases in which it determines that the request is justified and Americatel was at fault. It shall be the obligation of the Customer to notify Americatel immediately of any service problems for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the problem experienced is not being caused by any action or omission by the Customer within the Customer's control.

D. Rate and Charge Application

Americatel will charge a per-minute rate and a connection fee per call. A Minimum Monthly Usage Fee, as detailed below, applies each month if total combined Intrastate, Interstate and International usage is less than \$5.00.

E. Intrastate Rates and Charges

	Minimum	Maximum
Per-Minute Intrastate Rate:	\$0.09	\$0.36
Connection Fee Per Call:	\$0.30	\$5.00
Minimum Monthly Usage Fee	\$1.50	\$10.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 LíneaPaís®

A. General

The LíneaPaís® Plan is a communications service that contains two components. The Customer shall be assigned a telephone number in his or her chosen foreign country (from among Americatel's then current offerings) that the Customer's relatives and associates in that designated foreign country may call to be connected to the Customer's subscribed telephone line in the United States (Foreign Local Number of "FLN" Component). The Service's Discado Presuscrito component (DP Component) will allow Customers to receive special Plan rates for long distance calls made from the Customer's subscribed telephone number in the United States. Customers will access the DP Component of the LíneaPaís® Plan by dialing 10-10-123 plus 1 plus the number they are calling (for domestic long distance calls) or 10-10-123 plus 011 plus the number they are calling (for international calls).

It includes the following:

Customer in the US is assigned a telephone number in a foreign city of his/her choosing from among the destinations currently offered that this or her relatives and associates can call to be connected to his telephone number in the US. Customer also pay low per-minute rates for their outbound calls. the intrastate per-minute rates for intrastate calls is:

Minimum	Maximum
\$0.065	\$0.26

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 LíneaPaís[®], (Cont'd.)

B. Service Availability

The LíneaPaís[®] service is only available to residential customers and shall not be used for commercial purposes. The DP Component of the LíneaPaís[®] Plan is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones located anywhere in the Continental United States when such access is available from Americatel's Underlying Carrier.

The following types of DP Component calls may not be completed using LíneaPaís[®] Plan:

- Calls to 500 numbers
- Calls to 700 numbers
- Calls to 800 or other toll free numbers
- Calls to 900 numbers
- Marine/Satellite Calls
- Air to Ground Calls
- Directory Assistance Calls
- Calls to Operator Services

Callers to the telephone number in the foreign country will be charged at the rates and according to the terms and conditions established by the telecommunications carrier owning the telephone number from which they are placing the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 LíneaPaís[®], (Cont'd.)

C. Credit Allowances for Interruptions (DP Component)

A credit allowance for calls made by the Customer under the DP Component of the Service is applicable for calls that are interrupted due to involuntary disconnection, poor transmission or one way transmission. Credit Allowances do not apply to interruptions not reported to Americatel or for interruptions due to failure of power, equipment or systems not provided by Americatel, or for calls placed to wrong numbers. A maximum of 2 credit allowances will be granted per Month.

To receive a credit, Customer must report the interrupted call to Americatel within 24 hours after experiencing the interruption, by calling Americatel's customer service number and furnishing the Customer's telephone number, the called number, the trouble experienced (e.g., cut off, noisy circuit) and the approximate time the interrupted call was made. Americatel will verify the information by reviewing the account history. If warranted, the account that was used to place the interrupted call will be credited a dollar amount equivalent to the amount calculated by multiplying the price per minute applicable to the interrupted call by the actual duration of the interrupted call or two (2) minutes, whichever is less.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 LíneaPaís[®], (Cont'd.)

D. Termination of Service

Americatel reserves the right, in its sole discretion, to terminate service to any Customer or to discontinue this Service for any reason including but not limited to the discontinuation or interruption of service by Americatel's underlying carrier or any other third party telecommunications service providers or for any other business reason or for any other reason stated in this Tariff or in the Terms and Conditions set forth on the Company's website www.impacttelecom.com.

Each call has a 3 hour time limit. A monthly calling limit of 5,000 minutes may apply in each calendar month of service. Americatel reserves the right to suspend the service in any calendar month in which the monthly calling limit of 5,000 minutes is reached. The service thus suspended will be re-activated automatically in the following calendar month of service as long as Customer is in compliance with the other terms of the service.

LíneaPaís[®] are limited to personal use. Commercial use is prohibited nor can the Service be used for any use that does not involve a person-to-person conversation or voice messages. For example, the Service may not be used in connect with a business or for on-line services, Internet access services, commercial facsimile services, auto-dialing, resale, telemarketing, multi-party conference calls, 900 number services, chat lines, adult content lines, directory assistance, calling card services, operator services or other non-residential use. Americatel must be able to verify that Customer meets these eligibility requirements.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 LíneaPaís[®], (Cont'd.)

E. Resale or Transfer Not Permitted

Customer may only use the Service for his or her own personal use. Customer may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service. Americatel reserves the right to immediately terminate or modify the Service, if Americatel determines, in its sole discretion, that Customer's Service is being used in violation of this restriction. Customer shall be liable for any and all use of the Service by Customer and by any person making use of the Service and Customer agrees to indemnify and hold harmless Americatel against any and all liability for any such use.

F. Recovery of LíneaPaís[®] Telephone Number at End of Service

Customer agrees that he or she will have use of the telephone number in the foreign country only for so long as Customer remains subscribed to the LíneaPaís[®] Plan. Upon termination of the Customer's LíneaPaís[®] Plan, whether said termination is made by Customer or Americatel, Customer will no longer have the use of the telephone number in the foreign country and, thereafter, Americatel or the telecommunications carrier in the foreign country will be able to use said telephone number for whatever purpose.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products

3.5.1 Startec Direct Dial

Startec Direct Dial is a direct dial outbound calling plan designed for residential customers. Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. All calls are billed in arrears.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.035	\$0.140
Per Call Surcharge	N/A	N/A
Pay Telephone Surcharge	\$0.25	\$1.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.2 Startec Casual Calling Service 101-6868 f/k/a Startec Casual Calling I

Startec Casual Calling Service is a non-presubscribed outbound only service available to residential and business customers. All calls are originated by dialing the Company's "101-6868" code, then the area code, if necessary, and the terminating telephone number. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is available between locations within Massachusetts. The rates shown do not apply to calls to Directory Assistance. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is only offered as an addition to Startec Casual Calling Service.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.040	\$0.16
Connection Fee Per Call	\$0.20	\$0.80

B. Minimum Monthly Usage Fee

A Minimum Monthly Usage Fee, as detailed below, applies each month if total combined Intrastate, Interstate and International usage is less than \$5.00.

	Minimum	Maximum
Minimum Monthly Usage Fee	\$1.50	\$10.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.3 Startec Casual Calling Service 10-10-719 f/k/a Startec Casual Calling II

Startec Casual Calling Service 10-10-719 f/k/a Startec Casual Calling II is a non-presubscribed outbound only service available to residential and business customers. All calls are originated by dialing the Company's "10-10-719" code, then the area code, if necessary, and the terminating telephone number. This service is available between locations within Massachusetts. The rates shown do not apply to calls to Directory Assistance. Such service is available twenty-four (24) hours a day, seven (7) days a week. This service is only offered as an addition to Startec Casual Calling Service 10-10-719 f/k/a Startec Casual Calling II interstate service. There is a Connection Fee associated with this service.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.035	\$0.14
Connection Fee	\$0.300	\$1.18

B. Minimum Monthly Usage Fee

A Minimum Monthly Usage Fee, as detailed below, applies each month if total combined Intrastate, Interstate and International usage is less than \$5.00.

	Minimum	Maximum
Minimum Monthly Usage Fee	\$1.50	\$10.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.4 Startec TGS

Startec TGS is a combined outbound direct dial, toll free inbound and calling card service designed for Business Customers billing. Calls are placed over switched and dedicated access facilities. Calls placed over switched access facilities are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. Calls placed over dedicated access facilities are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. This service is only offered in conjunction with Startec TGS interstate service.

A. Rates and Charges

	Minimum	Maximum
Direct Dial Outbound Service		
Switched Access Services (per minute)	\$0.0250	\$0.1000
Dedicated Access Services (per minute)	\$0.0150	\$0.0620
Toll-Free Inbound Service		
Switched Access Services (per minute)	\$0.0250	\$0.1000
Dedicated Access Services (per minute)	\$0.0150	\$0.0620
Toll-Free Monthly Recurring Charges	\$1.75	\$5.00
Directory Listings (Up to 4 Numbers)	\$7.50	\$30.00
Monthly Account Maintenance Fee	\$1.75	\$5.00
Calling Card		
Per Minute Rate	\$0.850	\$0.36
Per Call Surcharge	N/A	N/A
Pay Telephone Surcharge	\$0.25	\$1.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.5 Startec Global Silver

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

There is a minimum monthly usage fee, as detailed below, associated with this service. To apply the minimum monthly charge, one must calculate the difference between the actual bill call charges (before taxes) plus the monthly fee if applicable, and the minimum monthly amount charge. To determine the actual bill, all international minutes, domestic minutes and monthly charges will be considered.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.036	\$0.140
Minimum Monthly Usage Fee	\$5.00	\$40.00
Monthly Recurring Charge	\$1.00	\$4.00
Pay Telephone Surcharge	\$0.25	\$1.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.6 Elite Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.036	\$0.140
Monthly Recurring Charge	\$1.75	\$5.00
Pay Telephone Surcharge	\$0.25	\$1.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.7 Elite Online Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.036	\$0.140
Pay Telephone Surcharge	\$0.25	\$1.00

3.5.8 Elite XL Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.036	\$0.140
Monthly charge	\$2.00	\$8.00
Pay Telephone Surcharge	\$0.25	\$1.00

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Startec Products, (Cont'd.)

3.5.9 Elite XL Online Plan

Calls are placed over switched access facilities. This service is only offered as an addition to Startec Direct Dial interstate service. All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

A. Rates and Charges

	Minimum	Maximum
Per Minute Rate	\$0.036	\$0.140
Monthly charge	\$1.50	\$6.00
Pay Telephone Surcharge	\$0.25	\$1.00

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SECTION 4 - MISCELLANEOUS CHARGES

4.1 Directory Assistance

A Directory Assistance Charge applies to all calls made from points within the State to Intrastate Directory Assistance. This charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number (e.g. where the requested telephone number is unlisted, non-published, or no record can be found).

	Minimum	Maximum
Per Directory Assistance Call:	\$0.50	\$2.00

4.2 Carrier Cost Recovery Fee

The Company will assess a Carrier Cost Recovery Fee. The fee is 11.9% and is assessed on your intrastate long distance charges for all Startec products under Section 3.5. This fee helps the Company recover costs associated with providing intrastate, including connection charges, billing expenses, and the expenses of regulatory proceedings and compliance. This fee applies for each month in which you have any Startec intrastate charges on your bill. This fee is not a tax or charge required by the government.

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SECTION 4 - MISCELLANEOUS CHARGES, (CONT'D.)

4.3 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	Minimum	Maximum
Rate Per Call	\$0.35	\$1.30

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