

Interstate and International Products and Service Guide No. 1

For

NationsLine, Inc.

This guide includes the services and rates for the provision of interstate and international services offered by NationsLine, Inc. within the United States and Internationally between the mainland United States and domestic and foreign locations as noted herein.

DEFINITIONS

Access Line - An arrangement that connects the Customer's telephone to a NationsLine, Inc. designated switching center or point of presence.

Account - A Company accounting category containing residential local exchange access lines billed to the same Customer at the same address.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Company's service under the terms and conditions of this Guide. The Customer remains responsible for payment of all services used.

Commission - Federal Communication Commission

Company - NationsLine, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Guide.

Guide - Refers to this document, NationsLine, Inc.'s Interstate and International Product and Services Guide No. 1

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC - Local Exchange Company.

Mainland - Refers to the continuous 48 states.

DEFINITIONS, (cont'd.)

NECA -National Exchange Company's Association.

Personal Identification Number (PIN) – A code chosen by the Customer that protects and/or restricts access to their account with the Company.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Switched Access Origination/Termination - Where access between the Customer and the Interexchange Company is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange Company.

United States -The continuous 48 United States, Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands and the Commonwealth of the Northern Marianas Islands (CNI).

SECTION 1 - TERMS AND CONDITIONS

1.1 Undertaking of NationsLine, Inc.

NationsLine, Inc. provides international and interstate telecommunications services between points within the Mainland United States and between the United States and domestic and foreign locations as specified in this Guide. The Company's services and facilities are furnished to Customers for communications originating within the United States under terms of this Guide. The Company's services and facilities are available twenty-four hours per day, seven days per week. NationsLine, Inc. arranges for installation, operation, and maintenance of the communications services provided in this Guide for Customers in accordance with the terms and conditions set forth under this Guide.

1.2 Customer Responsibility

ALL CUSTOMERS ASSUME GENERAL RESPONSIBILITIES IN CONNECTION WITH THE PROVISION AND USE OF THE COMPANY'S SERVICE. ALL CUSTOMERS ARE REQUIRED TO REVIEW THE NATIONSLINE, INC. LEGAL TERMS AND CONDITIONS OF LONG DISTANCE SERVICE FOR A COMPLETE DESCRIPTION OF THE TERMS AND CONDITIONS OF NATIONSLINE, INC.'S SERVICES.

1.3 Limitations

- 1.3.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this Guide.
- 1.3.2 NationsLine, Inc. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Guide or the law.
- 1.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 1.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or Subscribers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by NationsLine, Inc. in its reasonable judgment.

SECTION 1 - TERMS AND CONDITIONS, (cont'd.)

1.4 Assignment or Transfer

All services provided under this Guide are directly or indirectly controlled by NationsLine, Inc. and neither the Customer nor the Subscriber may transfer or assign the use of service or facilities without 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 Guide shall apply to all such permitted assignees or transferees, as well as all conditions of service.

1.5 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

1.5.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

1.5.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversion that a recording device is being used.

SECTION 1 - TERMS AND CONDITIONS, (cont'd.)

1.6 Payment for Service

1.6.1 Customers may be required to make Advanced Payments.

1.6.2 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User, whether by intent or neglect, of the Customer' service provided by NationsLine, Inc. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer.

1.6.3 All charges due by the Customer are payable to the Company by check, money order, credit or debit card, via the Internet or at a payment agent. Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

1.6.4 All applicable taxes will be billed to the Customer.

1.6.5 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a late fee on the unpaid charges.

1.6.6 Suspension and Restoration of Service:

1.6.6.1 Service may be suspended due to nonpayment of bills.

1.6.6.2 A restoration charge applies to the restoration of suspended service and is payable at the time that the restoration of the suspended service is arranged. The restoration charge does not apply when service is re-installed after disconnection.

1.6.6.3 Restoration of Service Charge: \$10.00

SECTION 1 - TERMS AND CONDITIONS, (cont'd.)

1.7 Interconnection with Other Companies

Service furnished by NationsLine, Inc. may be connected with the services or facilities of other Companies. Such service or facilities, if used, are provided under the terms, rates and conditions of the other Company. The Customer is responsible for all charges billed by other Companies for use in connection with NationsLine, Inc.'s service. Any special interface equipment or facilities necessary to achieve compatibility between Companies is the responsibility of the Customer.

1.8 Refusal or Discontinuance by Company

NationsLine, Inc. may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

- 1.8.1 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 1.8.2 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 1.8.3 For non-payment of bills for telephone, service 30 days after bill rendering. Customer will be given written notice at least one week in advance of disconnection.
- 1.8.4 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 1.8.5 Without notice in the event of tampering with the equipment furnished and owned by the Company.

SECTION 1 - TERMS AND CONDITIONS, (cont'd.)

1.8 Refusal or Discontinuance by Company, (cont'd.)

1.8.6 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

1.8.7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

1.9 Inspection, Testing and Adjustment

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

SECTION 1 - TERMS AND CONDITIONS, (cont'd.)

1.10 Interruption of Service

Credit allowances for interruptions of service that are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined in this Guide since the Customer has the option of using the long distance network via local exchange company access. Customer credit will be issued for the pro-rated amount of service interrupted during the month. For the purposes of credit determination, a month will be considered to consist of thirty (30) days.

1.10.1 Use of Another Means of Communication

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

1.11 Cancellation of Service

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

1.12 Temporary Company Suspension

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

SECTION 1 - TERMS AND CONDITIONS, (cont'd.)

1.13 Company Selection

- 1.13.1 Company Selection is an arrangement whereby an end user may select and designate to the Company an interexchange Company (IXC) to access, without an access code, for interstate calls. This IXC is referred to as the end user's Primary Interexchange Company (PIC). The end user may select the Company as its PIC, or may select any other IXC that orders originating Feature Group D switched Access Service at the end office or tandem that serves the end office serving the end user. After the end user's, initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in, this Guide applies. Notwithstanding the foregoing, the Company reserves the right to waive the nonrecurring charge for any end user of its local services who subsequently designates the Company as its PIC.
- 1.13.2 New end users who are served by end offices equipped with Feature Group D Access, will be asked to presubscribe to an IXC at the time they place an order with the Company for exchange service, the customer has up to 90 days to make this selection. They may select either of the following options: Designate the Company as their IXC provider or designate an IXC provider that agrees to bill them directly for the service. The Company does not do any third party billing. There will be no additional charge for this initial selection.
- 1.13.3 Until the Customer chooses an IXC provider, or decides not to have an IXC provider, the Customer will be pic'd to the Company. Any changes to IXC provider after this 90-day period will result in additional charges, as follows.
- 1.13.4 Non-Recurring Charge
- 1.13.5 Changing PIC to which an end user is presubscribed \$ 5.00

SECTION 2 - INTERSTATE SERVICES AND RATES

2 General

Rates for service may vary by area called. All calls are billed on usage time and billed in whole minutes only. All partial minutes will be rounded to the next highest minute. Service is available 24 hours per day, 7 days per week. The Company does not offer discounts based on call mileage or holidays.

2.1 Domestic Call Charges

2.1.1 Long distance usage charges are on a per call basis. Charges are applied in one (1) minute increments even if the call is not completed or a busy signal is received. Chargeable time begins when the calling party dials the called number.

2.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

2.1.3 The following calling price structure is the billing standard for the Company for calls made within the mainland United States (the continuous 48 states).

2.1.3.1 Interstate Calling

\$0.049 per minute of use billed in whole minutes

SECTION 2 - INTERSTATE SERVICES AND RATES

2.1 Call Charges (Con't)

2.1.3.2 Other Domestic Calling

2.1.3.2.1 Calls to Hawaii or Alaska from the Mainland United States

\$0.049 per minute billed in whole minutes

2.1.3.2.2 Calls to U.S. Virgin Islands or Puerto Rico from the Mainland United States

\$0.049 per minute billed in whole minutes

2.2 Toll Service Provisioning for Residential Customers

2.2.1 The Company offers toll service as part of a bundled package or as an add on to its basic local service. The Company does not offer toll service as a stand-alone service. Any Customer wanting the Company's toll service will have to subscribe to the Company's local service. Customers of the Company's local service can choose the Company as their toll provider or choose any carrier that will bill them directly for the service. Charges for local service can be found in the appropriate intrastate tariff available for review at the Company's website www.nationsline.com.

2.2.1.1 All local residential customers receive one hour of complimentary interstate long distance.

2.2.1.2 Interstate calls will be billed per minute of use as outlined above.

2.2.1.3 Calls made in excess of that one hour are billed at the rates outlined above

2.2.1.4 These charges will be post billed to the Customers account.

2.2.1.5 Long distance is offered in an unlimited package for an additional \$10.00 per month. This will include intrastate, interstate and intralata calling. Calls outside of the Mainland United States will be billed as outlined above. International calling charges are listed below.

2.2.1.6 Where available the long distance package will include vertical features as well as the unlimited long distance. The availability of this package is outlined in the intralata tariffs.

SECTION 2 - INTERSTATE SERVICES AND RATES, (cont'd.)

2.3 NATIONSLINE Bundled Business Service

Business Service is targeted primarily at small business customers as a bundled local exchange and toll service offering. Customers receive unlimited local and long distance calling for a flat monthly rate. The primary line also includes the following custom calling features: Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding. The monthly recurring rates of this service may be found in the appropriate intrastate tariff. The Company must be selected as both the local toll and interlata toll Company for all lines at a single location and on a single billing account. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service.

2.4 Toll Free Service

2.4.1 Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. A Monthly Recurring Charge applies in addition to usage rates.

2.4.1.1 Rate per minute: \$0.049

2.4.1.2 Monthly Recurring Charge, Per toll free access line: \$3.00

2.4.1.3 Toll Free Service Installation: * \$20.00

2.4.1.4 Vanity Toll Free Number Search: \$10.00

*The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

SECTION 2 - INTERSTATE SERVICES AND RATES, (cont'd.)

2.5 Directory Assistance

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Rate: \$1.50

2.6 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their interstate calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

Per Call Rate: \$0.30

2.7 Interstate Operator Services

The Company intends only to provide operator services associated with directory assistance or emergency use.

2.7.1 The Company will block pay for use operator services such as but not limited to the following:

- 2.7.1.1 The ability to receive collect calls.
- 2.7.1.2 All third party billed calls
- 2.7.1.3 Busy Line Verification
- 2.7.1.4 Busy Line Interrupt

2.7.2 While the Company will block these calls if a Customer finds a way to make these calls using fraudulent, illegal, or otherwise deceptive means the Customer will be charged for the calls.

2.7.3 If such calls are made in excess or made and not paid for all access to toll services will be blocked until payment is made

2.7.4 If the service is blocked for these reasons, a reconnection fee of \$10.00 will be charged to reactivate the service after the arrearages have been paid.

2.8 Monthly Recurring Charges

Intrastate Network Fee	\$1.99	I
Interstate Network Fee	\$1.99	
Network Access Fee	\$1.99	I

SECTION 3 - INTERNATIONAL SERVICES AND RATES

3 General

International Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network. Any minimum and additional usage call duration for billing purposes is in the description for each product. The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available. Calls are based on minutes of use and billed in whole minutes.

3.1 International Outbound Service

3.1.1 International Outbound Service allows Customers to complete international calls. Rates are not mileage or time-of-day sensitive. Service is offered on a month to month basis. No minimum commitment is required. Plans are available for business and residential Customers. Absent express authorization from NationsLine, Inc., use of customer provided auto dialers or other automated dialing equipment and services is considered fraudulent use of the network and expressly prohibited.

3.1.2 Standard International Calling

3.1.2.1 Calls are billed in sixty (60) second increments after the initial minimum period of sixty (60) seconds. There is no monthly recurring charge in addition to the per minute rate.

3.1.2.2 Residential Customers: A monthly credit limit equal to five times the amount of their local residential service applies. If the limit is exceeded the Company may suspend toll calling until the Customer provides a prepayment to the Company equal to two times the expected monthly overage as determined by the Company.

3.1.2.3 Business Customers: NationsLine, Inc. reserves the right to limit the Customer's monthly credit to \$2500.00 for Business Customers. If the credit limit is exceeded, the Company may suspend the Standard International Service of Customer until Customer provides a prepayment to the Company equal to two (2) times the expected monthly average billing.

SECTION 3 - INTERNATIONAL SERVICES AND RATES, (cont'd.)

3.2 Standard International Rate

Rates shown below are in one (1) minute increments. Calls are billed in whole minute increments. The following list may not be all-inclusive. If you cannot locate the country you wish to call contact the Company for more information.

<u>Country</u>	<u>Per Minute Charge</u>	<u>Country</u>	<u>Per Minute Charge</u>
Afghanistan	0.55	Congo	0.53
Albania	0.55	Cook Islands	1.09
Algeria	0.18	Costa Rica	0.12
American Samoa	0.15	Croatia	0.34
Andora	.083	Cuba	1.89
Angola	0.40	Cyprus	0.071
Anguilla	0.27	Czech Republic	0.049
Antigua	0.24	Denmark	0.049
Argentina	0.049	Diego Garcia	1.00
Armenia	0.049	Djibouti	0.58
Aruba	0.24	Dominica	0.27
Australia	0.049	Dominican Republic	0.30
Austria	0.049	Ecuador	0.24
Azerbaijan	0.28	Egypt	0.28
Bahamas	0.12	El Salvador	0.19
Bangladesh	0.13	Equatorial Guinea	0.41
Barbados	0.26	Eritrea	0.52
Belgium	0.049	Estonia	0.049
Belize	0.32	Ethiopia	0.56
Benin	0.18	Faeroe Islands	0.27
Bermuda	0.13	Falklands	1.02
Bhutan	0.31	Fiji Islands	0.43
Bolivia	0.15	Finland	0.058
Bosnia Herzegovina	0.31	France	0.049
Botswana	0.22	French Antilles	0.092
Brazil	0.095	French Guiana	0.24
British Virgin Islands	0.16	French Polynesia	0.38
Brunei	0.79	Gabon	0.20
Bulgaria	0.12	Gambia	0.33
Burkina Faso	0.25	Georgia	0.29
Burundi	0.18	Germany	0.049
Cambodia	0.36	Ghana	0.15
Cameroon	0.36	Gibraltar	0.052
Canada	0.049	Greece	0.43
Cayman Islands	0.21	Greenland	0.73
Central African Republic	0.21	Granada	0.27
Chad	0.43	Guadeloupe	0.10
Chile	0.049	Guantanamo Bay	1.89
China	0.049	Guam	0.049
Colombia	0.11	Guatemala	0.22

Comoros	0.53	Guinea	0.26
Country	Per Minute Charge	Country	Per Minute Charge
Guyana	0.51	Nepal	0.45
Haiti	0.21	Nepal- Khatmandu	0.19
Honduras	0.60	Netherlands	0.049
Hong Kong	0.049	Netherlands Antilles	0.41
Hungary	0.049	Curacao	0.20
Iceland	0.40	New Caledonia	0.51
India	0.29	New Zealand	0.049
Indonesia	0.16	Nicaragua	0.34
Iran	0.26	Niger	0.24
Iraq	0.62	Nigeria	0.36
Ireland	0.049	Niue Island	1.10
Israel	0.049	North Korea	0.76
Italy	0.049	Norway	0.049
Ivory Coast	0.28	Oman	0.27
Jamaica	0.35	Pakistan	0.36
Japan	0.049	Palau	0.62
Jordan	0.27	Palestine	0.089
Kazakhstan	0.24	Panama	0.19
Kenya	0.44	Papua New Guinea	0.60
Kuwait	0.17	Paraguay	0.31
Laos	0.14	Peru	0.091
Latvia	0.36	Philippines	0.33
Lebanon	0.21	Poland	0.054
Liberia	0.29	Portugal	0.049
Libya	0.24	Puerto Rico	0.063
Liechtenstein	0.20	Qatar	0.45
Lithuania	0.15	Reunion Island	0.14
Luxembourg	0.049	Romania	0.19
Macau	0.086	Russia	0.091
Macedonia	0.32	Rwanda	0.20
Madagascar	0.36	Saipan	0.049
Malawi	0.09	San Marino	0.049
Malaysia	0.049	Sao Tome	1.56
Maldives	0.42	Saudi Arabia	0.39
Mali	0.34	Senegal	0.30
Malta	0.21	Serbia & Montenegro	0.24
Marshall Islands	0.45	Seychelles	0.30
Mauritania	0.44	Sierra Leone	0.32
Mauritius	0.24	Singapore	0.049
Mayotte Island	0.28	Slovakia	0.10
Mexico	0.14	Slovenia	0.069
Micronesia	0.46	Solomon Islands	1.30
Moldova	0.21	Somalia	0.88
Monaco	0.061	South Africa	0.11
Mongolia	0.071	South Korea	0.054
Monserrat	0.32	Spain	0.049
Morocco	0.35	Sri Lanka	0.24
Mozambique	0.222	St. Helena	0.92
Myanmar	0.54	St. Kitts	0.30

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3435 Chip Drive

Roanoke, VA 24022

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Namibia	0.23	St. Lucia	0.36
Nauru	1.13	St Pierre & Miquelon	0.26
Country	Per Minute Charge	Country	Per Minute Charge
St. Vincent	0.35	United Kingdom	0.049
Sudan	0.35	Uruguay	0.16
Surinam	0.41	US Virgin Islands	0.17
Swaziland	0.20	Uzbekistan	0.16
Sweden	0.049	Vanuatu	0.87
Switzerland	0.049	Venezuela	0.057
Syria	0.60	Vietnam	0.49
Taiwan	0.049	Wallis and Futuna	0.88
Tajikistan	0.27	West Samoa	0.57
Tanzania	0.41	Yemen	0.28
Thailand	0.086	Zambia	0.16
Togo	0.32	Zimbabwe	0.12
Tonga	0.42		
Trinidad	0.19		
Tunisia	0.36		
Turkey	0.23		
Turkmenistan	0.28		
Turks & Caicos	0.28		
Tuvalu	0.83		
Uganda	0.20		
Ukraine	0.21		
United Arab Emirates	0.38		