

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

**1. APPLICATION OF TARIFF**

- 1.1. These terms and conditions of services herein contain all of the regulations and rates which are applicable to the provision of Interstate and International Message Telecommunications Service by ADVANCED COMMUNICATIONS TECHNOLOGY, INC., d/b/a DTE World, d/b/a Range Long Distance, and d/b/a RT Connect, hereinafter referred to as the “the Company” or “ACT,” with its points of presence in the States of Colorado, Montana, South Dakota and Wyoming, to points within the United States, and territories and to international points specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. Availability of Company offerings may vary per exchange. By accepting service from the Company, the Customer accepts these terms and conditions as a binding agreement between the Customer and the Company(ies). Changes to these terms and conditions may be made by the Company upon thirty (30) days’ written notice to the Customer. Use of the Company’s service after the thirty (30) day notice period shall be construed as the Customer’s agreement to the changes in the terms and conditions.
- 1.2. From time to time, the Company shall offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations.
- 1.3. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.

**2. DEFINITIONS**

The following definitions apply for certain terms used generally throughout these terms and conditions:

Access Code: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Access Line: A communication channel, which is used for access to a Company service point.

Access Line Group: An access line or a number of access lines from a single Customer or authorized user location which have the same termination characteristics and which are arranged in a hunting sequence.

Accounting: A multi-digit code, which enables a Customer to allocate long distance charges to internal accounts.

Additional Minute: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

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Answer Supervision: An electrical signal feedback up the line by the local telephone company at the distant end of a long distance call to indicate positively that the call has been answered by the called phone.

Authorization Code: A multi-digit code, which enables a Customer to access Company's network and enables the Company to identify the use of proper billing.

Authorized User: A person, firm, corporation, or other legal entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone Company that automatically identifies the local exchange line from which a call originates.

Billed Party: The person or entity responsible for payment of the Company's service as follows:

For an Operator Assisted Call:

- a. in case of a Calling Card call, the holder of the calling card used by the Consumer;
- b. in case of a Collect, or Third Party call, the one responsible for the local telephone service at the telephone number that agrees to accept charges for the call;
- c. and in the case of a Room Charge call, the Subscriber.

For a Direct Dial Call:

Direct dial calls are billed to the originating live number, or the party assigned the Company's authorization code used to complete the call.

Billing Period: The interval between Customer invoice to Customer invoice, which shall consist of approximately 30 days.

Business Service: The phrase "Business Service" means telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed not to the originating telephone number, but to a telephone calling card issued by a local exchange or long distance telephone Company for this purpose.

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Cancellation of Order: A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Channel: The path for electrical transmission between two or more points.

Collect Call: A billing arrangement that bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether or not he or she is a presubscribed customer of the Company, shall be responsible for all charges related to the call. Regardless of whether the person is a Customer of the Company, the individual receiving such a collect call shall be subject to the provisions of this tariff which are applicable to the call accepted.

Commission: The Federal Communications Commission.

Company: Advanced Communications Technology, Inc. or ACT.

Connecting Carrier: A telecommunications Company, which may be either an interexchange or a local exchange carrier, that supplies the Company with facilities to originate or terminate the Company's long distance services.

Consumer: The term consumer means a person initiating any telephone call using operator services

Customer: The Customer is the person, firm, corporation or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all the Company tariff regulations.

Customer Dialed Calling Card Call: A Calling Card Call that does not require intervention by an attended operator position to complete.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Domestic Interstate Message Telecommunications Service: The term "Domestic Interstate Message Telecommunications Service" denotes the furnishing of direct dial and operator assisted domestic interstate switched network services to the Customer for the Completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among points within the United States.

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TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

End User: An individual or entity designated by the consumer to be responsible for the payment of calls placed using the Company's Services.

Equal Access Office: Switch operated by the Company equipped with the hardware and software required to allow the customers to pre-subscribe to the interexchange carrier of their choice.

Equal Access Code: An access code that allows the consumer to obtain an equal access connection to the carrier associated with that code.

FCC: Federal Communications Commission

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

Message: Represents an interexchange toll call for which appropriate charges shall be assessed.

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.  
Line Haul Mileage: Denotes mileage distance between the Company Terminal Office Cites.

Local Access Transport Area (LATA): A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier (LEC): A Company which provides telecommunications service within a local exchange LATA.

Local Time: The time observed, standard or daylight savings, at the rate center associated with the originating point of the call.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted, Direct Dial Call, Calling Card or Third Party Call.

Measured Service: The provision of interstate long distance measured time communications telephone service to Customers who access the Company's service at its switching and call processing equipment by means of access facilities obtained from a local exchange carrier. The Company is responsible for arranging for the access line.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

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Minimum Average Time Requirements (MATR): A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Normal Business Hours: Normal business hours are represented by the period between 8:00 a.m. and 5:00 p.m. Mountain Time, Monday through Friday, excluding holidays.

Operator Assisted Call: An interstate telephone connection completed through the use of the Company's Operator Services.

Operator Service Charge: A non-measured (fixed) surcharge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted Call.

Operator Services: Any telecommunications service that includes, as a component, any automated or live assistance afforded to a consumer to arrange for the billing and/or completion, of a telephone call that are specified by the user through a method other than:

- Automatic Completion with billing to the telephone from which the call originated;
- Completion through an access code or a proprietary account number used by the consumer, with billing to an account previously established with the carrier by the consumer; or
- Completion in association with directory assistance services

Other Communications Common Carrier: A government regulated entity offering communications services to the public.

Point of Presence: Locations where the Company maintains, through its own facilities or through arrangements with other carriers, an operations center for purposes of providing long distance service.

Presubscribed Provider of Operator Services: The Provider of Operator Services to which the Consumer is connected when the Consumer places a call using a Provider of Operator Services without dialing an access code.

Responsible Organization (Resp. Org.): The carrier entity that has responsibility for the management of 800/888 numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system. Also, the entity which accesses the SMS to, a) search for and reserve 800/888 numbers; b)

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TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

create and maintain 800/888 number Customer records, including call processing records; and c) provide a single point of contact for trouble reporting. The SMS recognizes one Resp. Org. for each 800/888 number.

Service: Service means any or all service(s) provided pursuant to this tariff.

Special Access Line (SAL): A dedicated Analog DAL or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Special Promotional Offering: Special discounts or modifications of the Company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

Station-to-Station Call: A call placed to a telephone number, with the understanding that the caller will speak to any person who answers the called number.

Switch: A local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Third Party Call: A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Weekday: One of the normal business days of the week, Monday through Friday, excluding Holidays and Weekend periods. Weekend: The period from 11 p.m. Friday to, but not including, 8 a.m. Monday, Mountain Time.

WATS: Wide Area Telecommunications Service. 3. GENERAL RULES AND REGULATIONS

### **3. GENERAL RULES AND REGULATIONS**

#### **3.1 UNDERTAKING OF THE COMPANY**

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

**3.1.1 General**

3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to these terms and conditions may be utilized only for the transmission of communications by Customers consistent with the terms of these terms and conditions, and the rules and regulations of the Federal Communications Commission.

3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

**3.1.2 Availability**

3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the Local Exchange Carrier serving the customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.

3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

**3.2 USE OF SERVICE**

3.2.1 Services furnished by the Company may not be used for any unlawful purpose.

3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under these terms and conditions notwithstanding such sharing or resale and regardless of the Company's knowledge of same.

3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.

3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's

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network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.2.4.1 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, such as calling card codes, which the Company deems, in its sole judgment, is necessary to take such action to prevent unlawful use of its services. The Company will restore service as soon as it can be provided without undue risk.

3.2.4.2 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

- 3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.
- 3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 3.2.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.

**3.3 OBLIGATIONS OF THE COMPANY**

3.3.1 Liability



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RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these terms and conditions shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of these terms and conditions provided, however, that:

- 3.3.1.1 The Company's liability for its willful misconduct is not limited by these terms and conditions.
- 3.3.1.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.
- 3.3.1.3 The Company shall have no liability to any person or entity other than its Customer.
- 3.3.1.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:
  - 3.3.1.4.1 Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for engaging in a criminal enterprise defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.
  - 3.3.1.4.2 Any claim, loss, expense or damage (including, but not limited to reasonable attorneys' fees and expenses) for any act or omission of the Customer or its agents and

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TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.

3.3.1.4.3 Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for 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 caused by negligence of the Company; and/or

3.3.1.4.4 Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services.

3.3.1.5 All or a portion of the service provided pursuant to these terms and conditions may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.

3.3.1.6 Where any claim arises out of the Company's acting as a Resp. Org. or where the Company's Services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

3.3.1.7 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial Customer's

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telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

- 3.3.1.8 Notwithstanding Section 3.3.1.5, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.
- 3.3.1.9 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800/888/877 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.
- 3.3.1.10 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer-provided equipment which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's Customer Service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

**3.4 OBLIGATIONS OF THE CUSTOMER**

- 3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

entity who gains access to the service at the Customer through the negligence of the Customer.

- 3.4.2 The Customer will guarantee the performance by his authorized user(s) of all provisions of these terms and conditions and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of these terms and conditions.
- 3.4.3 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under these terms and conditions, provided however, that where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following:
- a) Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or
  - b) A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under these terms and conditions, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in these terms and conditions shall apply to such assignee or transferee. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

- 3.4.4 The Customer of the Company's 1+, calling card, and/or 800 Service is responsible for payment for all calls placed:
- a) via the Customer's local telephone service number(s);
  - b) via dedicated access lines to the Company facilities and/or network;
  - c) via the Customer's 800/888/877 Service number(s) either intentionally or mistakenly placed;
  - d) originated at the Customer's number(s);
  - e) accepted at the Customer's number(s) (e.g. collect calls); and
  - f) billed to the Customer's number via third number billing.
- 3.4.5 Responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, dedicated lines or inbound service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public.
- 3.4.6 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.
- 3.4.6.1 The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.
- 3.4.7 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

costs, expenses,  
damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange Company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provide pursuant to this agreement, including payment to the Company associated with reasonable attorneys' fees.

### **3.5 PAYMENT REGULATIONS**

- 3.5.1 Service shall be provided and billed on a monthly basis. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800/888/877 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.
- 3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800/888/877 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's 800/888/877 number by mistake.
- 3.5.4 If notice of a dispute with respect to charge is not received, in writing, within 30 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 30 days from the

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TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

- due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee that shall be imposed at the rate of 3.0% of the unpaid balance per month or the maximum allowable rate under applicable State law.
- 3.5.5 If a Customer accumulates more than \$1,000 of undisputed delinquent charges, the Company's Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change, and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.
- 3.5.6 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.
- 3.5.6.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to three months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.
- 3.5.6.2 In the case of a cash deposit, interest, in accordance with State law, will be paid for the period during which the Company holds the deposit. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.
- 3.5.6.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.
- 3.5.7 In the event the Company incurs fees or expenses, including attorneys' fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 3.5.8 In the event that a check or draft tendered by a Customer is returned, a fee of \$30 may apply. The fee may be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 3.5.9 All stated charges in this tariff are computed by the Company exclusive of any Federal, State, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

liabilities (other than general income or property taxes) whether charged to or against the Company of its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

- 3.5.10 In cases involving toll fraud, the Company may back bill for one and one-half (1 1/2) years from the point when such fraud was detected and/or quantified.

### **3.6 CREDIT ALLOWANCES**

#### **3.6.1 Interruption of Service**

- 3.6.1.1 No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- 3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in these terms and conditions, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms or these terms and conditions.
- 3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer, its authorized user(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service at the customer through the negligence of the customer.
- 3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.
- 3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.
- 3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

#### **3.6.2 Outage Credit**

- 3.6.2.1 No credit shall be given for an interruption of less than 24 hours.
- 3.6.2.2 If a Customer experiences an interruption of service of 24 hours or more, that customer shall receive credit for one day's service for every 24-hour period of service interruption. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.) Such a credit shall only be applied to services priced by the Company on a



**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

monthly flat rated basis.

- 3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum. Credit shall equal one day for service interruptions of 24 hours or more. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

**3.7 CANCELLATION OF SERVICE**

- 3.7.1 The Company may terminate service, with notice, due to:
- 3.7.1.1 Nonpayment of any sum due the Company beyond the payment date.
  - 3.7.1.2 A violation of any regulation governing the service under these terms and conditions, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
  - 3.7.1.3 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- 3.7.2 The Company may, without incurring any liability, cancel or suspend the provision of service or equipment for the following reasons: non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this price list or otherwise; or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment; or for violation or threatened violation of any of the terms or conditions of this price list by the Customer or authorized user; or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this price list.
- 3.7.3 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 3.7.4 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 3.7.5 Except as otherwise provided in these terms and conditions or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.
- 3.7.6 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 3.7.7 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

**3.8 DETERMINATION AND RENDERING OF CHARGES**

- 3.8.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.
- 3.8.2 Subject to the Company's right to cancel or suspend services as otherwise provided in these terms and conditions, the minimum service period is 30 days.
- 3.8.3 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered, or equipment was provided.
- 3.8.4 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.
- 3.8.5 The duration of a call is rated in intervals of the billing increments described for each service provided in these terms and conditions. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 3.8.6 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

**3.9 TIMING OF CALLS**

- 3.9.1 Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in these terms and conditions.

**3.10 FRACTIONAL CHARGES**

- 3.10.1 Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.
- 3.10.2 For each call the minimum charge shall be the applicable charge for the initial billing increment of use with use in excess of the initial billing increment during a call charged at the applicable rate per minute with the fractional billing increments, if any, of each call rounded up to the next highest whole billing increment.
- 3.10.3 All per call charges of fractional cents shall be rounded to the next full cent unless otherwise stated in the specific product description (Section 4).

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

**3.11 MISCELLANEOUS PROVISIONS**

- 3.11.1 Notice. Written notice to Customer is sent to Customer's last known address in Company's invoicing records. Notice shall be deemed given 3 days after postmarked.
- 3.11.2 Waiver of Trial by Jury. Customer and Company waive their respective rights to a trial by jury of any and all claims or causes of action (including counterclaims) related to or arising out of these Terms and Conditions brought by either party against the other. Any claim or cause of action will be tried by a court trial without a jury. The waiver applies to these Terms and Conditions as amended or modified.
- 3.11.3 Choice of Law; Jurisdiction. These Terms and Conditions are covered by and construed under the laws of the States of Montana and Wyoming without regard to choice of law principles.
- 3.11.4 Waiver of Class Actions. All claims between Customer and Company related to these Terms and Conditions will be litigated individually and Customer may not consolidate or seek class treatment for any claim, unless previously agreed to in writing by Customer and Company. This waiver applies to these Terms and Conditions as amended or modified and survives termination of service under these Terms and Conditions.
- 3.11.5 Severability. If any part of these Terms and Conditions is held invalid or unenforceable, the rest of these Terms and Conditions shall remain in full force and effect unless Company's obligations hereunder are materially impaired.
- 3.11.6 Waiver. If either Customer or Company does not enforce any right or remedy available under these Terms and Conditions, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Company's waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend these Terms and Conditions.
- 3.11.7 Headings. Section headings are for descriptive purposes only and are not used to interpret these Terms and Conditions.
- 3.11.8 Entire Terms and Conditions. These Terms and Conditions (including any referenced documents and attachments) make up the entire terms and conditions between Customer and Company and replace all prior written or spoken terms and conditions, representations, promises or understandings between Customer and Company.

**4 SERVICE DESCRIPTIONS**

**4.1 MESSAGE TELECOMMUNICATIONS SERVICE**

- 4.1.1 MTS - This service arrangement allows a Customer to originate interstate calls in areas with Equal Access capabilities served by the Company by pre-subscribing to the Service. Message Telecommunications Services are available to Customers who are served by any LEC equal access office where the Company offers services. This service is applicable to interstate InterLATA calls and interstate IntraLATA calls and international calls to locations specified herein. This service offers Customers a calling plan which is non-distance sensitive for all their direct dialed intrastate long distance calling. Calls are billed in one (1) minute increments and rounded up to the next full minute.

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

4.1.2 Product Types

4.1.2.1 Basic Service

4.1.2.1.1 Service via equal access facilities is available, where the Company offers service, to Customers served by any LEC equal access office served by the Company.

4.1.2.1.2 Company provided services are available for calls originating in the following States:  
Colorado, Montana, Nebraska, South Dakota, and Wyoming.

**4.2 OPTIONAL CALLING PLANS**

4.2.1 Calling Plan A

4.2.1.1 Description - Calling Plan A offers the Customer a fixed per minute rate, which is non-distance sensitive or time of day sensitive for all direct dialed long distance calls. All calls are billed in one minute increments, rounded up to the next whole minute. A monthly recurring charge also applies to customers electing this service. Customers subscribing to this optional calling plan must select the Company as both their interstate and intrastate carrier for long distance calls. This plan cannot be used in conjunction with any other discount plan.

4.2.2 Calling Plan B

4.2.2.1 Description - Calling Plan B offers the Customer a fixed per minute rate, which is non-distance sensitive or time of day sensitive for all direct dialed long distance calls. All calls are billed in one minute increments, rounded up to the next whole minute. Customers subscribing to this optional calling plan must select the Company as both their interstate and intrastate carrier for long distance calls. This plan cannot be used in conjunction with any other discount plan.

4.2.3 Calling Plan C

4.2.3.1 Description - Calling Plan C offers the customer a fixed monthly charge for a fixed amount of long distance minutes within the continental United States. This rate is applicable to all intrastate and interstate calls. After using the fixed amount of minutes, the customer's call are billed at a fixed per minute rate, which is non-distance or time of day sensitive. All calls are billed in one-minute increments, rounded to the next whole minute. Customers subscribing to this plan must select the Company as both their interstate and intrastate carrier for long distance calls. This plan cannot be used in conjunction with any other discount plan.

4.2.4 Residential Unlimited Calling Plan

4.2.4.1 Description - The Residential Unlimited Calling Plan offers the residential customer unlimited intrastate and interstate calling within the continental United States for

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

one monthly rate. Customers subscribing to this plan must select the Company as both their interstate and intrastate carrier for long distance. Only one telephone number is allowed per plan. The plan is available for residential and voice use only. The Company reserves the right to terminate plan availability to anyone at any time for any reason. Geographical and conditioned availability of this plan is at the Company's discretion.

4.2.5 ACT 7 Cent Plan

4.2.5.1 Description - The ACT 7 Cent Plan offers customers a fixed per minute rate, which is non-distance or time of day sensitive for all direct dialed long distance calls within the continental United States. This rate is applicable to all intrastate and interstate calls. All calls are billed in one-minute increments, rounded up to the next whole minute. Customers subscribing to this plan must select the Company as both their interstate and intrastate carrier for long distance calls. Geographical and conditioned availability of this plan is at the Company's discretion.

4.2.6 ACT 5 Cent Plan

4.2.6.1 Description - The ACT 5 Cent Plan offers customers a fixed per minute rate, which is non-distance or time of day sensitive for all direct dialed long distance calls within the continental United States. This rate is applicable to all intrastate and interstate calls. All calls are billed in one-minute increments, rounded up to the next whole minute. A monthly recurring charge also applies to customers electing this service. Customers subscribing to this plan must select the Company as both their interstate and intrastate carrier for long distance calls. Geographical and conditioned availability of this plan is at the Company's discretion.

4.2.7 ACT Business 1500 Plan

4.2.7.1 Description - The ACT 1500 Plan offers business customers 1500 minutes of long distance per month for one monthly recurring rate, which is non-distance or time of day sensitive for all direct dialed long distance calls within the continental United States. Additional minutes are billed at a fixed rate. This rate is applicable to all intrastate and interstate calls. All calls are billed in one-minute increments, rounded up to the next whole minute. A monthly recurring charge also applies to customers electing this service. Customers subscribing to this plan must select the Company as both their interstate and intrastate carrier for long distance calls. Geographical and conditioned availability of this plan is at the Company's discretion.

4.2.8 Freedom Plus Plan

4.2.8.1 Description - ACT offers blocks of long distance minutes with bundled residential and small business packages commonly known under their offering name Freedom Plus. These packages are not commercially available without the purchase of an associated Freedom Plus offering. Customers subscribing to toll offerings through a Freedom Plus offering must select the Company as both their interstate and intrastate carrier for long distance calls. Geographical and conditioned availability of these plans are at the Company's discretion.

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

- 4.2.8.1.1 Standard Block - 300 minutes are included in all Freedom Plus Small Business and Residential packages.
- 4.2.8.1.2 200 Minute Addition - 200 additional minutes may be added to Freedom Plus Small Business packages for an established amount.
- 4.2.8.1.3 High Usage - Subscribers to the Freedom Plus Small Business package are eligible for discounted pricing for MOU exceeding 500 minutes per month.

**4.2.9 ACT BUSINESS PLANS –ON NET BUSINESS ONLY**

- 4.2.9.1 Description: The ACT Long Distance .03 Cents per minute plan is for “ON- NET” business customer only. The plan allows intrastate and interstate calling within the continental United States for a rate of .03 cents per minute. Customers subscribing to this plan must select the Company as both their interstate and intrastate carrier for long distance. Only one account is allowed per plan. The plan is available for Business On Net only customers. The Company reserves the right to terminate plan availability to anyone at any time for any reason. Geographical and conditioned availability of this plan is at the Company’s discretion.
- 4.2.9.2 Description: Unlimited Long distance in packages for HPBX STANDAR, HPBX PREMIUM, BUSINESS SIP TRUNKS AND SIMPLE SOLUTIONS BUSINESS ON NET PACKAGE: Unlimited package is for long distance dialing in conterminous lower 48 states and does not include international calling or calls to Hawaii or Alaska. Customer must be in one of the packages listed above to qualify for the unlimited calling package.

**4.3 800 SERVICES**

- 4.3.1 The Company’s 800 Service is an inbound service originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular telephone line or a Special Access Line (SAL). This service enables the Customer to receive 800 Service calls at their residence or place of business.
- 4.3.2 The Company reserves the right to require an applicant for the Company’s 800 Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- 4.3.3 The Company’s 800 Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish 800 Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

- 4.3.4 The Customer must obtain an adequate number of access lines for the Company's 800 Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company's 800 Service to any Customer that fails to comply with these conditions.
- 4.3.5 Use of numbers: Each 800 Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any 800/888 telephone number associated with the Company's 800 Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesigned as a spare number in the Company's 8XX database by the Company upon written notice to the Customer.
- 4.3.6 If the Customer requests assignment of a specific 800 Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company's 800 Service has been in actual and substantial use for a consecutive sixty (60) day period.
- 4.3.7 Nothing in this Section, or in any other provision of these terms and conditions, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved 8XX telephone number hereunder or Customers who subscribe to and use the Company's 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800/888 number; however, upon placing a number actually and substantially in use, as defined above, the Company's 800 Service Customers do have a controlling interest in the 8XX number(s). The Company's 800 Service Customer may retain the use of their 8XX number assignments, even following changes in their 8XX carrier and/or Resp. Org.
- 4.3.8 If a Customer places an order for the Company to carry Customer's already existing 8XX number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company's 800 Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 8XX number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or inbound service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.
- 4.3.9 The Company's Resp. Org. functions include 1) search for and reservation of 8XX numbers in the SMS/8XX; 2) creating and maintaining the 8XX number Customer record in the SMS/8XX; and 3) provision of a single point of contact for trouble reporting.
- 4.3.10 In the event that a Customer cancels its Company Resp. Org. or 800 Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

- 4.3.11 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company's 800 Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- 4.3.12 The Company will bill the 800 Service Customer for calls generated on the Customer's 800 Service number in one (1) minute increments, after the initial billing increment of one minute. The rates for usage of 800 Service are defined in Section 5.4 of these terms and conditions.
- 4.3.13 800 Enhanced Service provides the following features in addition to the Company's 800 Basic Service:
  - 4.3.13.1 Info Digit Screening - Block unwanted calls and control payphone surcharge costs. Block calls based on the type of telephone the caller is calling from, like pay phones.
  - 4.3.13.2 Info Digit Routing - Route and control calls based on telephone line type. Route calls to the Company's specific destination.
  - 4.3.13.3 Point of Origination Blocking (3/6/10 digit blocking) - Allows or disallows calls based on the originating NPA, NPA-NXX, or 10-digit number.
  - 4.3.13.4 Point of Origination Routing (3/6/10 digit routing) - Route calls to a predetermined location based on the originating NPA, NPA-NXX, or 10-digit number.
  - 4.3.13.5 Time of Day Routing - Routes calls to different locations based on the time and day of the week. Direct toll-free calls to an alternate location or department after regular business hours.
  - 4.3.13.6 Day of Year Routing - Route calls to a different location based on the day of the year.
  - 4.3.13.7 Percent Call Allocation - The Company can distribute toll-free calls evenly among the Company's call centers or allocate more calls to larger call centers.
  - 4.3.13.8 Pre-Defined Alternate Routing Profiles - Defines alternate routing profiles and activates them in various situations.
- 4.3.14 800 Feature Charges - Feature Charges are determined by the specific feature requested by an Inbound Customer. These charges are in addition to Inbound usage charges and are not subject to discounting unless specifically indicated in Section 5, Service Charges (5.4.2.2). Special 800 Services - Residential
- 4.3.15 800 Service with PIN
  - 4.3.15.1 Description - 800 Service with PIN is an inbound service available to the Company's residential customers only. This service enables the Customer to receive 800/888 service calls at their residence. The residential Customer will be assigned an 800/888/8XX telephone number to receive calls that are paid for by the Customer rather than the calling party. In addition to dialing the 800/888 number, a four digit PIN number is required to complete the call.
  - 4.3.15.2 Usage Charges - Usage Charges are determined by the minutes of use within each rate period. The Company, at its discretion, may provide discounting on per-minute usage under specific conditions. A monthly recurring charge applies to customers selecting this service.



**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

**4.4 SUPPLEMENTAL SERVICES**

4.4.1 Directory Assistance

4.4.1.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

4.4.1.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

4.4.2 Inside Wire Maintenance Plan

4.4.2.1 An inside wire maintenance and DSL modem/inside wire plans are available for a monthly fee applicable to each access line or DSL connection, respectively. The plan covers simple inside wiring, telephone jack, and DSL modem and connectivity maintenance performed on or at the premises by ACT upon request. This plan does not include repair of substandard installations or inside wire connecting station components to each other or to the common equipment of a PBX or key system or a computer itself. The plan becomes effective on the due date for new phone or DSL service or five (5) working days after request by existing customers. The Company may limit the number of access lines or DSL connections eligible for coverage on a per customer basis.

4.4.2.2 To qualify for this service, at least one telephone jack and its wiring must be in working condition prior to subscription to the wire maintenance plan.

4.4.2.3 Usage Charges - Refer to Section 5, Service Charges (5.5.2)

**4.5 PUBLIC PAYPHONE SURCHARGE**

This charge will apply to all completed consumer calls placed from a public/semipublic payphone in which a 1-8XX call is placed. Specifically, the public payphone charge applies to: 1) calling card services, 2) any 800 Service offering, 3) collect calls, 4) calls billed to a third number and 5) Company Prepaid Card Services (if applicable).

The public payphone surcharge is applied in addition to any other applicable service charges or surcharges. Discounts offered by any of the Company's discount plans do not apply to the Public Payphone Surcharge.

**4.6 PROMOTIONAL OFFERINGS**

4.6.1 Certain promotional offerings may be provided from time to time via these terms and conditions. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

**5. SERVICE CHARGES**

**5.1. MESSAGE TELECOMMUNICATIONS SERVICE**

5.1.1. Basic Service

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

5.1.1.1. <u>Usage Charges</u>	<u>Per Minute</u>
(a) Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$0.15
(b) Interstate service for Alaska and Hawaii	\$0.22
(c) Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	\$0.20

**5.2. Optional Calling Plans**

**5.2.1. Usage Charges Calling Plan A**

	Flat Rate	Per Minute
(a) Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$4.95	\$0.10
(b) Interstate service for Alaska and Hawaii	\$4.95	\$0.22
(c) Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	\$4.95	\$0.20

**5.2.2. Usage Charges Calling Plan B**

Minute	Flat Rate	Per
(a) Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	N/A	\$0.14
(b) Interstate service for Alaska and Hawaii	N/A	\$0.22
(c) Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE  
TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A.  
RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

5.2.3 Usage Charges Calling Plan C

Flat Rate for 300 Minutes | Per Minute

(If over 300 minutes)

(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$25.00	\$0.12
(b)	Interstate service for Alaska and Hawaii	N/A	\$0.22
(c)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

5.2.4 Usage Charges Unlimited Calling Plan

Flat Rate for Unlimited Minutes | Per Minute

(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$34.95	N/A
(b)	Interstate service for Alaska and Hawaii	N/A	\$0.22
(c)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

5.2.5 Usage Charges ACT 7 Cent Plan

Flat Rate | Per Minute

(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	N/A	\$0.07
(b)	Interstate service for Alaska and Hawaii	N/A	\$0.22
(c)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

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5.2.6 Usage Charges ACT 5 Cent Plan

Flat Rate | Per Minute

(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$4.99	\$0.05
(b)	Interstate service for Alaska and Hawaii	N/A	\$0.22
(c)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

5.2.7 Usage Charges ACT Residential Unlimited Calling Plan

Flat Rate for Unlimited Minutes | Per Minute

(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$25.00	N/A
(b)	Interstate service for Alaska and Hawaii	N/A	\$0.22
(c)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

5.2.8 Usage Charges ACT Business 1500 Plan

Flat Rate for 1500 Minutes | Per Minute

(If over 1500 minutes)

(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$35.00	\$0.05
(b)	Interstate service for Alaska and Hawaii	N/A	\$0.22
(c)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

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5.2.9 Freedom Plus Plan

	Rate
(a) 300 minutes of domestic long distance included in Freedom Plus Small Business and Residential packages.	\$25.00
(b) 200 additional minutes of domestic long distance added to the Freedom Plus Small Business package.	\$20.00
(c) Per minute domestic long distance usage in excess of 500 minutes by subscribers to both the Freedom Plus Small Business package and product 4.2.11.2.	\$.08/MOU

5.2.10 ACT BUSINESS 3 CENTS PER MINUTE –ON NET BUSINESS ONLY

	Flat Rate for 1500 Minutes   Per Minute	
		(If over 1500 minutes)
(a) Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	N/A	\$0.03
(b) Interstate service for Alaska and Hawaii	N/A	\$0.22
(c) Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	N/A	\$0.20

5.3 800 SERVICES

5.3.1 Standard 800 Service

5.3.1.1 Usage Charges

	Per Minute
(a) Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$0.08
(b) Freedom Plus package subscribers utilizing Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles.	\$0.10
(c) Interstate service for Alaska and Hawaii	\$0.20

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(d)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles.	\$0.35
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5.3.2 Enhanced 800 Service

5.3.2.1 800 Service with PIN

5.3.2.1.1 Usage Charges

	Per Minute
(a)	Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles. <span style="float: right;">\$0.11</span>
(b)	Freedom Plus package subscribers utilizing Interstate service for United States and its territories and possessions such as Puerto Rico where airline mileage is less than 3,000 miles. <span style="float: right;">\$0.10</span>
(c)	Interstate service for Alaska and Hawaii <span style="float: right;">\$0.20</span>
(d)	Interstate service for United States and its territories and possessions such as Guam, U.S. Virgin Islands, and N. Marianna Islands where airline mileage is 3,000 or greater miles. <span style="float: right;">\$0.35</span>

5.3.2.2 800 Service Feature Charges - Feature Charges are determined by the specific feature requested by a Company Inbound Customer. These charges are in addition to Inbound usage charges and are not subject to discounting unless specifically indicated.

Feature	Set-up Charge	Monthly Charge
Reservation Charge (per 8XX number) (max. 10 numbers per Customer)	\$35.00	N/A
Expedite 800 Service Order (per order)	\$100.00	N/A
800 Number Directory Assistance Data Base (per 800 number)	N/A	\$35.00

5.3.3 800 Service Monthly Surcharge:

Basic	\$1.50
Enhanced	\$5.50

**RATES, TERMS AND CONDITIONS APPLICABLE TO INTERSTATE AND INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE FURNISHED BY ADVANCED COMMUNICATIONS TECHNOLOGY, INC. D.B.A. RT CONNECT, DTE WORLD AND RANGE LONG DISTANCE**

**5.4 SUPPLEMENTAL SERVICES**

5.4.1 Directory Assistance

5.4.1.1 Usage Charges

Per call charges for Directory Assistance will be \$1.00 per call.

5.4.2 Inside Wire Maintenance Plan

5.4.2.1 Usage Charges

\$2.00 per month per residential access line  
\$2.00 per month per business access line up to two lines  
\$2.00 per month per DSL connection

**5.5 PUBLIC PAYPHONE SURCHARGE (No Discounts Apply)**

5.5.1 Usage Charges

Mileage	Rate Per Message
All	\$0.35

**6. INTERNATIONAL MESSAGE TELECOMMUNICATIONS SERVICE**

**6.1 Rates for IMTS Service:**

6.1.1 Due to frequent changes to rates in International Points. Please go to <http://www.actaccess.net/pdf/kb/51b21cc20ab81.pdf> to see the latest rates for International calling.