

d/b/a QuantumLink Communications
d/b/a VoIP Communications
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

Fourth Revised Page 1
Cancels Third Revised Page 1
Effective: October 22, 2004

TITLE SHEET

TARIFF OF

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications
d/b/a VoIP Communications

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This tariff, filed with the South Carolina Public Service Commission contains the rates, terms and conditions applicable to the tele-communications services provided by Affinity Network Incorporated, within the state of South Carolina.

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Section 10 of this tariff contains the telecommunications services offered by Affinity Network Incorporated doing business as QuantumLink Communications within the State of South Carolina.

The Company also offers services under the trade name, VoIP Communications. Services offered under the trade name VoIP Communications are subject to the rates, services, and conditions of Section 10 of this tariff.

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d/b/a QuantumLink Communications

d/b/a VoIP Communications

Administrator of Tariffs

3660 Wilshire Blvd., 4th Floor

Los Angeles, CA 90010

Issued: December 29, 2006

Sixty Seventh Revised Page 2

Cancels Sixty Sixth Revised Page 2

Effective: January 1, 2007

CHECK SHEET

Pages 1 through 93, inclusive of this tariff are effective as of the date shown at the top of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the top of this page.

<u>PAGE</u>	<u>REVISION</u> <u>LEVEL</u>	<u>PAGE</u>	<u>REVISION</u> <u>LEVEL</u>	<u>PAGE</u>	<u>REVISION</u> <u>LEVEL</u>
1	Fourth Revised	22	Third Revised	36	First Revised
2	Sixty Seventh Revised*	22.1	Second Revised	37	Second Revised
2.1	Forty Eighth Revised*	23	Fourth Revised	38	Second Revised
3	Original	23.1	Fourth Revised	39	Second Revised
4	Ninth Revised	23.1.1	First Revised	40	Third Revised
5	Original	23.1.2	First Revised	41	First Revised
6	Original	23.1.3	First Revised	41.1	Eleventh Revised
7	Original	23.1.4	First Revised	41.1.1	Fifth Revised
8	Third Revised	23.1.5	First Revised	41.2	Eighth Revised
8.1	Original	23.1.6	First Revised	41.2.1	Tenth Revised
9	Third Revised	23.1.7	First Revised	41.2.1.1	First Revised
9.1	Original	23.1.8	First Revised	41.2.2	Seventh Revised
10	First Revised	23.1.9	First Revised	41.2.3	Original
11	Original	23.1.10	First Revised	41.2.4	Original
12	First Revised	23.2	Third Revised	41.2.5	Second Revised
13	First Revised	24	Fourth Revised	41.2.6	Original
14	First Revised	24.1	Second Revised	41.3	First Revised
15	Original	24.2	Second Revised	42	Sixth Revised
16	First Revised	24.3	Second Revised	42.1	Fifth Revised
16.1	Original	24.4	Second Revised	42.1.1	Original
16.2	Original	24.5	Second Revised	42.2	Second Revised
16.3	Original	24.6	Second Revised	42.3	Second Revised
16.4	Original	24.7	Second Revised	42.4	Second Revised
16.5	Original	25	Second Revised	42.5	Second Revised
16.6	Original	26	Original	42.6	Second Revised
16.7	Original	27	First Revised	42.7	Third Revised
17	Second Revised	28	Original	42.8	Third Revised
17.1	Original	29	Original	42.9	Second Revised
18	First Revised	30	Original	42.10	Third Revised
19	First Revised	31	Original	42.11	Second Revised
19.1	Original	32	Original	42.11.1	First Revised
20	Second Revised	33	Original	42.12	Third Revised
21	First Revised	34	Original	42.13	Third Revised
21.1	Second Revised	35	Original	42.14	Third Revised
21.2	Twenty Seventh Revised				

*Denotes pages included with this filing

AFFINITY NETWORK INCORPORATED

d/b/a QuantumLink Communications

d/b/a VoIP Communications

Administrator of Tariffs

3660 Wilshire Blvd., 4th Floor

Los Angeles, CA 90010

Issued: December 29, 2006

SOUTH CAROLINA TARIFF NO. 2

Forty Eighth Revised Page 2.1

Cancels Forty Seventh Revised Page 2.1

Effective: January 1, 2007

CHECK SHEET (Cont'd)

<u>PAGE</u>	<u>REVISION LEVEL</u>	<u>PAGE</u>	<u>REVISION LEVEL</u>	<u>PAGE</u>	<u>REVISION LEVEL</u>
42.15	Third Revised	46.6.3	Second Revised	56	Second Revised
42.16	Second Revised	46.6.4	Second Revised	57	Second Revised
42.17	Third Revised	46.7	Second Revised	57.1	First Revised
42.18	Second Revised	46.8	First Revised	58	Original
42.19	Second Revised	46.9	First Revised	59	Second Revised
42.19.1	Fifth Revised	46.10	First Revised	60	Fourth Revised
42.19.2	Original	46.11	First Revised	61	Original
43	Tenth Revised*	46.12	Second Revised	61.1	Original
43.1	Eighth Revised	46.13	Second Revised	62	Original
43.1.1	Sixth Revised	46.14	First Revised	63	Original
43.1.2	Sixth Revised	46.15	Second Revised	64	Second Revised
43.1.2.1	Sixth Revised	46.16	First Revised	65	Original
43.1.3	Fourth Revised	46.16.1	First Revised	66	Original
43.1.4	First Revised	46.16.2	First Revised	67	Original
43.1.5	First Revised	46.17	Second Revised	68	Original
43.1.6	Third Revised	46.18	Second Revised	69	Original
43.2	Seventh Revised	46.19	Second Revised	70	First Revised
43.2.1	Ninth Revised	46.20	Second Revised	71	First Revised
43.3	Third Revised	46.21	Second Revised	72	Original
43.4	Second Revised	46.22	Second Revised	73	First Revised
43.5	Third Revised	46.23	First Revised	74	Original
43.6	Second Revised	46.24	First Revised	74.1	Original
43.7	Third Revised	46.25	First Revised	74.2	Original
43.8	Second Revised	46.26	Third Revised	75	First Revised
43.9	First Revised	46.27	Second Revised	76	First Revised
43.10	First Revised	46.28	First Revised	77	First Revised
43.11	Original	46.29	First Revised	78	First Revised
44	Original	46.30	First Revised	79	First Revised
45	Original	46.31	First Revised	80	First Revised
46	Sixth Revised	47	Second Revised	81	Original
46.1	Second Revised	48	Fourth Revised	82	Original
46.1.1	First Revised	49	Second Revised	83	Second Revised
46.2	Tenth Revised	50	First Revised	84	First Revised
46.3	Fifth Revised	51	First Revised	85	First Revised
46.4	Seventh Revised	51.1	Twelfth Revised	86	Original
46.4.0	Eighth Revised	51.1.0	First Revised	87	Original
46.4.0.1	First Revised	51.1.1	Twenty Fourth Revised	88	Original
46.4.1	Sixth Revised	51.1.2	Second Revised	89	Original
46.4.2	First Revised	51.1.3	Seventh Revised	90	First Revised
46.4.3	First Revised	51.2	First Revised	91	Original
46.4.4	Second Revised	51.3	Original	92	Original
46.5	First Revised	52	Second Revised	93	Original
46.6	Twenty First Revised	52.1	Original		
46.6.1	Third Revised	53	Original		
46.6.2	Second Revised	54	Original		
		55	Original		

* Denotes pages included with this filing.

Effective:

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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SYMBOLS

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

C _ Changed regulation.

D _ Delete or discontinue.

I _ Change Resulting in an increase to a Customer's bill.

M _ Moved from another tariff location.

N _ New

R _ Change resulting in a reduction to a Customer's bill.

T _ Change in text or regulation.

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 6

Effective:

Application of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Affinity Network Incorporated within the state of South Carolina.

TARIFF FORMAT

A. Page Numbering _ Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers _ Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the APSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.

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

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

D. Check Sheets _ When a tariff filing is made with the APSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Company or Carrier _ AFFINITY NETWORK INCORPORATED unless otherwise clearly indicated by the context.

Commission - South Carolina Public Utilities Commission.

Customer or End User _ 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 tariff.

Equal Access _ Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Equivalent Call Unit (ECU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service.

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SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Incremental Call Unit (ICU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 30, 60, or other increments of Bill Seconds as specified herein.

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LEC _ Local Exchange Carrier.

Minimum Call Unit (MCU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified herein.

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Non-Transport Costs - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage".

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Non-Business Day (NBD)/Off-Peak - 4:01 p.m. to 8:59 p.m., Monday through Friday, and all day Saturday and Sunday.

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PSC _ Public Service Commission.

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Special Access Origination/Termination _ Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

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Switched Access Origination/Termination _ Where access between the customer and the interexchange carrier 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 carrier.

* MATERIAL PREVIOUSLY APPEARING ON THIS PAGE NOW APPEARS ON ORIGINAL PAGE 9.1.*

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SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Total Call Units (TCU) - Total Call Units (TCUs) - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

Transport Costs - Company's costs incurred to transport a call from the time of connection to disconnection, and synonymous with the terms "usage" and "duration".

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AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: June 28, 1999

SOUTH CAROLINA TARIFF NO. 2
First Revised Page 10
Cancels Original Page 10
Effective: July 5, 1999

SECTION 1 _ TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Usage Increments - Increments of use measured in Bill Seconds (up to a maximum of 1200 Bill Seconds) as specified in this tariff by which the Equivalent Call Units applicable to a completed call are determined and applied.

V & H Coordinates _ Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 _ RULES AND REGULATIONS

2.1 Undertaking of Company

Company's services and facilities are furnished for communications originating at specified points within the state of South Carolina under terms of this tariff.

Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

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The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty_four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 Company 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 tariff, or in violation of the law.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.2 Limitations (Cont'd)

2.2.4 The Company does not undertake to transmit messages, but offers the use of facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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* ALL MATERIAL ON THIS PAGE IS NEW. *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

* ALL MATERIAL ON THIS PAGE IS NEW. *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of the Company (Cont'd)

- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 When the facilities of other carriers are used in establishing connections, the Company is not liable for any act or omission of the other carrier or carriers.
- 2.4.6 Y2K Compliance. The Company shall not be liable for, and shall be fully indemnified and held harmless by customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Deposits

The Company does not collect deposits from Customers.

2.6 Advance Payments

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

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer_provided terminal equipment or Customer_provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be subject to the rules of regulatory agencies, such as the South Carolina Public Service Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination

Subject to and to be construed consistent with sections 2.6 preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.11.1 Definitions

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstated consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

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SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination (Cont'd)

2.11.1 Definitions (Cont'd)

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination (Cont'd)

2.11.2 Cancellation

- A.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- B.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- C.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination (Cont'd)

2.11.3 Temporary Discontinuance

- A.** A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.
- B.** A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, with an advance payment pursuant to section 2.6, preceding, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination (Cont'd)

2.11.3 Temporary Discontinuance (Cont'd)

- C. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company, in Company's sole discretion, with an advance payment pursuant to section 2.6, preceding.
- D. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include -
1. Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
 2. Disputes arising from Company's bill presentation format;
 3. Disputes arising from Company's rate structure;
 4. Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
 5. Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

Effective: April 7, 1999

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination (Cont'd)

2.11.4 Permanent Discontinuance. A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.11.3.D, preceding, that the service or services may be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstatement of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.11 Service Cancellation, Discontinuance, and Termination (Cont'd)

2.11.5 Termination. A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

- A.** The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
- B.** The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.
- C.** The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.

2.12 Interconnection

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

* ALL MATERIAL NOW APPEARING ON THIS PAGE FORMERLY APPEARED ON ORIGINAL PAGE 16. *

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Service Term Commitments

- A. Termination Charges** - Discontinuance Before Expiration. Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. 90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- C. 6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Service Term Commitments (Cont'd)

- D. 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

(D)

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities 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 2 _ RULES AND REGULATIONS (Cont'd)

2.15 Interruption of Service

Credit allowances for interruptions of service which 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 in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, 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 automatic dialing equipment or access_code programmed PBXs are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.16 Recovery of Charges

Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

* ALL MATERIAL ON THIS PAGE IS NEW. *

SECTION 2 _ RULES AND REGULATIONS (Cont'd)

2.17 General Customer Eligibility Requirements

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

- 2.17.1 Non-Payment of Charges.** At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.
- 2.17.2 Timely Payment of Charges.** At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.
- 2.17.3 No History of Delinquencies.** Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.
- 2.17.4 Creditworthiness.** Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 3 - DESCRIPTION OF SERVICE

2.18 Arbitration of Disputes

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts shall be resolved through binding arbitration. Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the [South Carolina Public Service Commission](#) pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

SOUTH CAROLINA TARIFF NO. 2
First Revised Page 21
Cancels Original Page 21
Effective: December 29, 2000

SECTION 3 _ DESCRIPTION OF SERVICE (Cont'd)
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AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

SOUTH CAROLINA TARIFF NO. 2
Second Revised Page 21.1
Cancels First Revised Page 21.1
Effective: December 29, 2000

SECTION 3 _ DESCRIPTION OF SERVICE (Cont'd)
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d/b/a HorizonOne Communications
 d/b/a QuantumLink Communications
 d/b/a VoIP Communications
 Administrator of Tariffs
 3660 Wilshire Blvd., 4th Floor
 Los Angeles, CA 90010
 Issued: September 30, 2005

Twenty Seventh Revised Page 21.2
 Cancels Twenty Sixth Revised Page 21.2

Effective: October 1, 2005

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.1 Long Distance Service - Product Descriptions

3.1.2 Freedom Plans

Subject to Section 5.1 following, Carrier offers services under its Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category XI for the Basic Q Rate Plan contains Carrier's top rates.

Table 1

Rate Plan	Rate Category
Basic Q	XI
Classic Q	X
Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

3.1.2.1 Any Rate Category I-IX customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

3.1.2.2 Any Rate Category X customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category XI, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

SECTION 3 _ EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements

- 3.2.1 Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 Charges for calls are based on usage of the Carrier's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.
- 3.2.4 Charges for a call are determined by adding all applicable Call Units as defined in this tariff- Minimum (Initial), Incremental, and Equivalent and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.
- 3.2.5 Carrier adds one or more ECUs in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements

3.2.6 Call Unit Calculations

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine Total Call Units ("TCU's") in each call and by multiplying the TCU's by the rates applicable to the service provided. The following tables may be used to determine the TCU's in any call of a specified duration as shown following:

TABLE 1 - Calls of a Minute or Less

<u>Duration (In seconds)</u>	<u>TCU's</u>	
1-18*	3.2	(I)
19-22	3.3	
23-24	3.4	
25-26	3.5	
27-29	3.6	
30	3.7	
31-35	3.9	
36	4.0	
37-42	4.1	
43-44	4.2	
45-48	4.3	
49-53	4.4	
54	4.5	
55-58	4.6	
59	4.7	
60	4.8	(I)

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

<u>Duration (In minutes)</u>	<u>Formula Calculations</u>	
1-19.9	TCU's = [Call Duration (in minutes) x 2.2 + 2.6]	(I)
20 +	TCU's = [Call Duration (in minutes) + 26.6]	(I)

Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.7 Reserved for Future Use

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

3.2.8 Reserved for Future Use

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Rate Elements (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2.9 All calls incur charges for Minimum and applicable Equivalent Call Units and all calls of more than 18 seconds will also incur charges for applicable Incremental Call Units.

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3.2.10 Reserved For Future Use.

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3.2.11 When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a billing increment is split between two rate periods the rate in effect at the start of the billing increment applies.

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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3.2 Rate Elements (Cont'd)

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3.2.12 Rounding

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A. Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole six second increment, the call's duration is rounded to the next whole 6 six second increment. Services with billing increments of 6 second increments with an 18 second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6 seconds each, or 1 Minimum Call Unit ("MCU") of 18 seconds as the minimum, with additional call duration rounded to the next higher 6 second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.

(T)

B. Rounding to Whole Cents. Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43).

SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

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SECTION 3 - EXPLANATION OF RATES (Cont'd)

3.2 Reserved for Future Use

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SECTION 3 _ DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products or services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call. At present, Carrier does not offer mileage sensitive products or services. (M)

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by AT&T in its Tariff No. 10 as filed with the FCC in the following manner: (T)

Step 1 _ Obtain the "V" and "H" coordinates for the rate center of the customer's switch and the destination point. (T)

Step 2 _ Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates. (T)

Step 3 _ Square the differences obtained in Step 2. (T)

Step 4 _ Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 _ Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 _ Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 4 _ RATES

4.1 Business Day/Peak and Non-Business Day/Off-Peak Rate Periods

The appropriate rates apply for business day/peak and non-business day/off-peak calls based on the following time periods.

Business Day/Peak: 9:00 a.m. to 4:00 p.m., Monday through Friday, Saturday and Sunday

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Non-Business Day/Off-Peak: 4:01 p.m. to 8:59 a.m., Monday through Friday, Saturday and Sunday

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AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 28

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 29

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 30

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 31

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 32

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 33

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 34

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 6, 1995

SOUTH CAROLINA TARIFF NO. 2
Original Page 35

Effective:

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 36
Cancels Original Page 36
Effective: December 29, 2000

SECTION 4 _ RATES (Cont'd)
RESERVED FOR FUTURE USE.

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AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

SOUTH CAROLINA TARIFF NO. 2

Second Revised page 37
Cancels First Revised page 37
Effective: December 29, 2000

SECTION 4 - RATES (Cont'd)
RESERVED FOR FUTURE USE.

(N)

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(D)

AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

SOUTH CAROLINA TARIFF NO. 2

Second Revised page 38
Cancels First Revised page 38
Effective: December 29, 2000

SECTION 4 _ RATES (Cont'd)
RESERVED FOR FUTURE USE.

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SECTION 4 _ RATES (Cont'd)
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AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

SOUTH CAROLINA TARIFF NO.2
Third Revised Page 40
Cancels Second Revised Page 40
Effective: December 29, 2000

SECTION 4 _ RATES (Cont'd)
RESERVED FOR FUTURE USE.

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AFFINITY NETWORK INCORPORATED
Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 21, 2000

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Cancels Original Page 41
Effective: December 29, 2000

SECTION 4 _ RATES (Cont'd)
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SECTION 4 - RATES (Cont'd)

4.2 Reserved for Future Use.

4.3 Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies to each invoice under its Freedom Plan 2000. Sections 5.1, 5.2 and 5.3 apply to Company's Freedom Plan for Business Users. Initial call duration (usage) is measured by a Minimum Call Unit (MCU) of 18 seconds, with fractional MCUs rounded to the next whole MCU, i.e., to a full 18 seconds; and incremental call duration is measured by call duration segments of 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The Freedom Plans feature a waiver of the non-transport/non-usage charges, provided the Customer has not previously canceled nor discontinued any service, has not had service cancelled or temporarily discontinued by Company, and has no record of late payment or payments withheld over disputed billings, regardless of the result of the dispute. The following Freedom Plans, the Basic Q, Classic Q, Classic 2, Classic 1, Universal, Prime 2, Prime 1, Super 1, Super 2, and Cairo Rate Plans, are offered. (T)

Subject to Sections 3.1.2, 3.2, and 4.3.16, the Freedom Plans rates are as follows:

4.3.1 Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0678	\$0.0226
Off-Peak/Non-Business Day	\$0.0678	\$0.0226

4.3.2 Classic Q Rate Plan

Classic Q rates are available to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
	\$0.0621	\$0.0207

4.3.3 Classic 2 Rate Plan

Classic 2 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0567	\$0.0189
Off-Peak/Non-Business Day	\$0.0567	\$0.0189

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 31, 2003

SOUTH CAROLINA TARIFF NO. 2

Fifth Revised Page 41.1.1
Cancels Fourth Revised Page 41.1.1

Effective: January 1, 2004

SECTION 4 - RATES (Cont'd)**4.3 Freedom Plans (Cont'd)****4.3.4 Classic 1 Rate Plan**

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0537	\$0.0179
Off-Peak/Non-Business Day	\$0.0537	\$0.0179

SECTION 4 - RATES (Cont'd)

4.3 Freedom Plans (Cont'd)

4.3.5 Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0507	\$0.0169
Off-Peak/Non-Business Day	\$0.0507	\$0.0169

4.3.6 Prime 2 Rate Plan

Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0387	\$0.0129
Off-Peak/Non-Business Day	\$0.0387	\$0.0129

4.3.7 Prime 1 Rate Plan

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0357	\$0.0119
Off-Peak/Non-Business Day	\$0.0357	\$0.0119

4.3.8 Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates: (C)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

SECTION 4 - RATES (Cont'd)

4.3 Freedom Plans (Cont'd)

4.3.9 Super 2 Rate Plan

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$40.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

4.3.10 Cairo 1 Rate Plan

(T)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(T)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

4.3.11 Cairo 2 Rate Plan

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

(N)

SECTION 4 - RATES (Cont'd)

4.3 Freedom Plans (Cont'd)

4.3.12 Limited-Class Switched Rates

(T)

4.3.12.1 Limited-Class "X" Rates. The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

(T)

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

SECTION 4 - RATES (Cont'd)

4.3 Freedom Plans (Cont'd)

4.3.13 Directory Assistance Rate per call: \$1.25 (T)

4.3.14 Miscellaneous Charges (T)

A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.30

4.3.15 Reserved for Future Use. (T)

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 22, 1999

SOUTH CAROLINA TARIFF NO. 2

Original Page 41.2.3

Effective: December 29, 1999

All Material On This Page Is New.

SECTION 4 _ RATES (Cont'd)

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AFFINITY NETWORK INCORPORATED

Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 22, 1999

SOUTH CAROLINA TARIFF NO. 2

Original Page 41.2.4

Effective: December 29, 1999

All Material On This Page Is New.

SECTION 4 _ RATES (Cont'd)

Reserved for Future Use.

SECTION 4 _ RATES (Cont'd)

(T)

4.3 Freedom Plans (Cont'd)

4.3.16 Rates for Calls Terminating to a Mobile Phone or Pager

(C)

All calls terminated to a mobile phone or pager shall be charged the following rates:

<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>
\$0.0627	\$0.0209

All Material On This Page Is New.

SECTION 4 _ RATES (Cont'd)

4.4 Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Off-Peak/ Non-Business Day	\$0.0609	\$0.0203	Peak/Business Day \$0.0678

4.5 Calling Card "Bong" Charge

A \$0.50 per call charge applies to each call initiated using calling card access.

(M)

(M)

SECTION 4 _ RATES (Cont'd)

4.6 Account Recourse Charges (ARCs)

(T)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

- | | | |
|----|---|---|
| A. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is less than 18 days into Customer's billing cycle. | \$0.538 per applicable full
billing increment |
| B. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is more than 18 days into Customer's final billing cycle. | \$0.269 per applicable full
billing increment |
| C. | Final Adjusted Invoice Rate (FAIR)
Calling Card Services | \$0.226 per applicable full
billing increment for all
services plus a call set up |

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS**(T)
(T)**5.1 Freedom Plan for Business Users**

Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within South Carolina during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls.

5.2 Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each Customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period.

5.3 To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of South Carolina within the 30 day period preceding customer's service commencement date with Company.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.4 Rate Guarantee (T)

A. Call Unit Rate Guarantee. (T)

Beginning with the effective date of this tariff, and as further defined in Section 5.1.4, following, the call unit rates under this tariff for customers using Company's Freedom Plan for Business Users are guaranteed for the same number of invoices as guaranteed for that Customer's interstate rates under Company's Tariff F.C.C. Tariff No. 4.

B. Companion Federal Rate Guarantee. (T)

For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer. Calling Card services are not eligible for this rate guarantee. (T)

(T)

|
(T)

5.5 Terms and Conditions. (T)

Each term and condition of this Section 5 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.6 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.7 INETBA Service

INETBA Service offers Company's Freedom Plan 2000 and Freedom Plan for Business Users (collectively, the "Freedom Plans") intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements applicable to the Freedom Plans set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rate provisions applicable to Company's Freedom Plans, Sections 3.2, 3.1.2, 4.3.1 - 4.3.5, and 4.4 - 4.6, and all other provisions of this tariff applicable to the Freedom Plans apply to INETBA Service except as otherwise provided.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.8 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 5.8.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

5.8.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

5.8.2 Limitations and Disclaimers

A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.

B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.

C. ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.

D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

E. Subject to and in accordance with the provisions of Section 3.1.1.7 preceding and the eligibility requirements of 5.8.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required 5.8.1 preceding.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.8 Advantage Card Service (ACS) (Cont'd)

5.8.2 Limitations and Disclaimers (Cont'd)

F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

5.8.3 Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

5.8.4 Rates

The rates set forth in Section 4.4 preceding apply to ACS service.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.9 Customer Advantage Plans ("CAPs")**5.9.1 General Terms and Conditions**

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.9 Customer Advantage Plans (Cont'd)

5.9.1 General Terms and Conditions (Cont'd)

- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 5.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.9 Customer Advantage Plans (Cont'd)

5.9.1 General Terms and Conditions (Cont'd)

- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 5.9.2 through and including 5.9.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.9 Customer Advantage Plans (Cont'd)

5.9.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- A.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- (T)
(T)
(T)
(N)
(N)

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.9 Customer Advantage Plans (Cont'd)

5.9.2 Customer 6th and 12th Invoice Advantage Plan (Cont'd)

- B.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
 - have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 - have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
 - pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 5.9.2.A, preceding.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.9 Customer Advantage Plans (Cont'd)

5.9.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- A.** For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (T)
- (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (T)
- (N)
- (N)

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.9 Customer Advantage Plans (Cont'd)

5.9.3 Customer 6th, 10th, and 14th Invoice Advantage Plan (Cont'd)

- B.** Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
- have initiated service;
 - have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 - have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
 - have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
 - have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
 - pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 5.9.3.A, preceding.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.10 Service Term Invoice Free Credit. New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 5.10.2 shall receive the Service Term Invoice Free Credit.

5.10.1 Credit. For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

5.10.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 5.10.1, preceding.

*** ALL MATERIAL ON THIS PAGE IS NEW ***

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.11 Service Term Invoice Free Credit II. New customers or customers who qualify as either a “save” or a “winback” and who meet the eligibility requirements set forth in Section 5.11.2 shall receive the Service Term Invoice Free Credit II.

5.11.1 Credit. For the entire service term of each new customer or customer that qualifies as either a “save” or “winback” customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (“credit invoice”) equal to the lower of either (i) the average of the customer’s monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

5.11.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under a Freedom Plan for Business Users Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer’s credit invoice in excess of the amount of the applicable credit as calculated under Section 5.11.1, preceding.

*** ALL MATERIAL ON THIS PAGE IS NEW ***

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.12 Cross Over Special Service Offers

5.12.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- If earned, as specified in Section 5.12.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- This credit is not available with Company's offering set forth in Section 5.12.2 following.
- The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

* ALL MATERIAL ON THIS PAGE IS NEW *

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.12 Cross Over Special Service Offers (Cont'd)

5.12.2 Cross Over Century Card (COCC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - The COCC card will be issued following Customer's commencement of service.
 - This offer is not available with Company's 5% credit offer set forth in Section 5.12.1 preceding.
 - The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
 - Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

* ALL MATERIAL ON THIS PAGE IS NEW *

SECTION 5**PROMOTIONS, SPECIAL SERVICE OFFERINGS AND TELECOMPETITIVE SERVICE OFFERINGS****5.12 Cross Over Special Service Offers (Cont'd)****5.12.2 Cross Over Century Card (COCC) (Cont'd)****B. (Cont'd)**

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

AFFINITY NETWORK INCORPORATED

Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: November 16, 2000

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 42.16
Cancels First Page 42.16

Effective: November 23, 2000

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.9 Customer Advantage Plans (Cont'd)

5.9.4 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

5.9.4.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five-month period preceding Customer's 6th invoice, for the consecutive eight-month period preceding Customer's 9th invoice, for the consecutive twelve-month period preceding Customer's 13th invoice, for the consecutive eighteen-month period preceding Customer's 19th invoice, for the consecutive twenty-one-month period preceding Customer's 22nd invoice, for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

(T)

5.9 Customer Advantage Plans (Cont'd)

5.9.4 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

5.9.4.2 Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 5.9.4.1, preceding.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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5.9 Customer Advantage Plans (Cont'd)

5.9.4 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

5.9.4.2 (Cont'd)

- Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 5.9.4.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.9 Customer Advantage Plans (Cont'd)

5.9.5 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to Section 4.3.10 preceding and Section 5.11.2.G following and who qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to Section 4.3.10 and Section 5.11.2.G following. (T)

5.9.6 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 5.9.6.A following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

A. Eligibility

To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

B. Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 4.4 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.10 20% Credit Every 6 Months

Company will offer the following to new business customers and existing business customers who qualify as a “save” or “winback” customer whose service plan calculates charges by Total Call Units (TCUs):

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial “1” and toll free calls, equal to the customer’s charges during the preceding 5-month’s usage, to be applied to the customer’s 6-month invoice. The 20 percent credit will be applied to the customer’s account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

5.11 Freedom Plan Plus (FPP)

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.119 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.119 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.119 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before September 30, 2006, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after January 1, 2007, that are reflected on invoices rendered on or after February 1, 2007. (I)
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Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Sixth Revised Page 43.1.1
Cancels Fifth Revised Page 43.1.1

Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Administrator of Tariffs
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Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Sixth Revised Page 43.1.2
Cancels Fifth Revised Page 43.1.2

Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2

Fourth Revised Page 43.1.3
Cancels Third Revised Page 43.1.3

Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
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Issued: November 16, 2000

SOUTH CAROLINA TARIFF NO. 2
First Revised Page 43.1.4
Cancels Original Page 43.1.4
Effective: November 23, 2000

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
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Issued: November 16, 2000

SOUTH CAROLINA TARIFF NO. 2
First Revised Page 43.1.5
Cancels Original Page 43.1.5
Effective: November 23, 2000

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Third Revised Page 43.1.6
Cancels Second Revised Page 43.1.6
Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Ninth Revised Page 43.2.1
Cancels Eighth Revised Page 43.2.1

Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
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Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Third Revised Page 43.5
Cancels Second Revised Page 43.5
Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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Issued: June 28, 2002

SOUTH CAROLINA TARIFF NO. 2
Third Revised Page 43.7
Cancels Second Revised Page 43.7
Effective: July 1, 2002

**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
TELECOMPETITIVE SERVICE OFFERINGS (Cont'd)**

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**SECTION 5 - PROMOTIONS, SPECIAL SERVICE OFFERINGS, AND
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5.12 Non-Voice Communications

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For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for non-voice communications, i.e., facsimile and/or modem lines.

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Issued: November 16, 2000

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 43.10
Cancels Original Page 43.10

Effective: November 23, 2000

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SOUTH CAROLINA TARIFF NO. 2

Sixth Revised Page 46
Cancels Fifth Revised Page 46

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.1
Cancels First Revised Page 46.1

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.1.1
Cancels Original Page 46.1.1

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Tenth Revised Page 46.2
Cancels Ninth Revised Page 46.2

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Fifth Revised Page 46.3
Cancels Fourth Revised Page 46.3

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Seventh Revised Page 46.4
Cancels Sixth Revised Page 46.4

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Eighth Revised Page 46.4.0
Cancels Seventh Revised Page 46.4.0

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.4.0.1
Cancels Original Page 46.4.0.1

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.4.2

Cancels Original Page 46.4.2

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.4.3

Cancels Original Page 46.4.3

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.5
Cancels Original Page 46.5

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Twenty First Revised Page 46.6
Cancels Twentieth Revised Page 46.6

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Third Revised Page 46.6.1
Cancels Second Revised Page 46.6.1

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.6.2
Cancels First Revised Page 46.6.2

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.6.3
Cancels First Revised Page 46.6.3

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.6.4
Cancels First Revised Page 46.6.4

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.7
Cancels First Revised Page 46.7

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.8
Cancels Original Page 46.8

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.9
Cancels Original Page 46.9

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.10
Cancels Original Page 46.10

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.11
Cancels Original Page 46.11

Effective: October 22, 2004

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SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.12
Cancels First Revised Page 46.12

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.13
Cancels First Revised Page 46.13

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.14
Cancels Original Page 46.14

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.15
Cancels First Revised Page 46.15

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.16
Cancels Original Page 46.16

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.16.1
Cancels Original Page 46.16.1

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.16.2
Cancels Original Page 46.16.2

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.17
Cancels First Revised Page 46.17

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.18
Cancels First Revised Page 46.18

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.19
Cancels First Revised Page 46.19

Effective: October 22, 2004

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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.20
Cancels First Revised Page 46.20

Effective: October 22, 2004

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.21
Cancels First Revised Page 46.21

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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3660 Wilshire Blvd., 4th Floor
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Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.22
Cancels First Revised Page 46.22

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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d/b/a QuantumLink Communications
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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.23
Cancels Original Page 46.23

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.24
Cancels Original Page 46.24

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.25
Cancels Original Page 46.25

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Third Revised Page 46.26
Cancels Second Revised Page 46.26

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

Second Revised Page 46.27
Cancels First Revised Page 46.27

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.28
Cancels Original Page 46.28

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.29
Cancels Original Page 46.29

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.30
Cancels Original Page 46.30

Effective: October 22, 2004

SECTION 9 – Reserved for Future Use

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Administrator of Tariffs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: October 21, 2004

SOUTH CAROLINA TARIFF NO. 2

First Revised Page 46.31
Cancels Original Page 46.31

Effective: October 22, 2004

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QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates

10.1 QuantumLink Communications Service

Signature Services are tailored to different classes of customers whose specific service profiles are defined by like-kind characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated herein - the "Signature" services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so referenced herein and in related jurisdictionally defined tariffs or otherwise. QuantumLink Communications Service therefore constitutes a family of services featuring intrastate services under this tariff, interstate and international services, and as and when tariffed in each state, local exchange services, and may include non-tariffed services such as cellular/wireless, paging and Internet access. QuantumLink Communications is a service mark representing a division of the Company. QuantumLink Communications Service is available only where and when network facilities are available. QuantumLink Communications Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.1 QuantumLink Communications Service (Cont'd)

10.1.2 Rate Description - General. Charges are rated based on time of day, are distance insensitive, and governed by Section 3.2.8 and the associated definitions in Section 1. Whether for Peak/Business Day hours or Off-Peak/Non-Business Day hours, initial call duration is billed as a Minimum Call Unit (MCU) and is measured at a minimum call duration of 18 seconds, that is, call durations of less than 18 seconds are rounded to a full 18 seconds; and incremental call duration is billed as Incremental Call Units (ICUs) and measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The Company's standard rate structure applies, that is, non-transport/non-usage charges are billed in Equivalent Call Units (ECUs) distributed over the duration of each call of twenty (20) minutes or less except as otherwise provided in this section.

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Call durations are rounded. The method for rounding QuantumLink Communications Service charges is set forth in Section 10.8.3 following.

Miscellaneous charges apply as indicated in Section 3.7 following.

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.1 QuantumLink Communications Service (Cont'd)

10.1.4 Limitations and Disclaimers

- A. No Service Tie-ins.** Except for credits which are or may be applicable to a Customer's interstate and/or international service as duly tariffed in those jurisdictions, QLC Service Plans are not available to any customer whose intrastate service already contains one or more specialized offerings for service within this state.
- B. Discontinuance.** QLC Service Plans, and/or any applicable credit offers associated therewith, or any term or condition affecting the availability and/or rates for QLC Service Plans or associated credit offer, may be discontinued at any time with or without notice to Customer and without liability to customer, any Authorized User or third party.

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QuantumLink Communications
 Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.2 QLC Service Plans

10.2.2 Rates for 1+ and Toll Free Access ("TFA") (800/888/877) Services

10.2.2.1 Subject to the provisions of section 10.2.1 preceding and section 10.2.2.2 following for Peak/ Business Day hours under the QLC service plans, the 1+ and TFA rates are as follows:

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	0.0678	0.0226	0.226	0.0226	\$0-4.99	
QLC II	0.0621	0.0207	0.207	0.0207	\$5.00-9.99	
QLC III	0.0567	0.0189	0.189	0.0189	\$10.00-14.99	
QLC IV	0.0537	0.0179	0.179	0.0179	\$15.00-19.99	
QLC V	0.0507	0.0169	0.169	0.0169	\$20.00-24.99	
QLC VI	0.0387	0.0129	0.129	0.0129	\$25.00-29.99	
QLC VII	0.0357	0.0119	0.119	0.0119	\$30.00-34.99	
QLC VIII	0.0327	0.0109	0.109	0.0109	\$35.00-39.99	
QLC IX	0.0297	0.0099	0.099	0.0099	\$40.00+	
QLC X**	0.0147	0.0049	0.049	0.0049	\$25.00	(T)
QLC XI***	0.0117	0.0039	0.039	0.0039	\$30.00	(N)

* Min. Call Unit @18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.

** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

***QLC Plan Of Service XI can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers. (N)

Subject to the provisions of Sections 10.2.1 and 10.2.4 preceding for Off-Peak/Non-Business Day hours, the QLC service plans, the 1+ rates apply.

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	0.0678	0.0226	0.226	0.0226	\$0-4.99	
QLC II	0.0621	0.0207	0.207	0.0207	\$5.00-9.99	
QLC III	0.0567	0.0189	0.189	0.0189	\$10.00-14.99	
QLC IV	0.0537	0.0179	0.179	0.0179	\$15.00-19.99	
QLC V	0.0507	0.0169	0.169	0.0169	\$20.00-24.99	
QLC VI	0.0387	0.0129	0.129	0.0129	\$25.00-29.99	
QLC VII	0.0357	0.0119	0.119	0.0119	\$30.00-34.99	
QLC VIII	0.0327	0.0109	0.109	0.0109	\$35.00-39.99	
QLC IX	0.0297	0.0099	0.099	0.0099	\$40.00+	
QLC X**	0.0147	0.0049	0.049	0.0049	\$25.00	(T)
QLC XI***	0.0117	0.0039	0.039	0.0039	\$30.00	(N)

* Min. Call Unit @18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.

** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

***QLC Plan Of Service XI can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers. (N)

Affinity Network Incorporated d/b/a
QUANTUMLINK COMMUNICATIONS
 3660 Wilshire Blvd., 4th Floor
 Los Angeles, CA 90010
 Issued: July 12, 2000

SOUTH CAROLINA TARIFF NO. 2
 First Revised Page 51.1.0
 Cancels Original Page 51.1.0

Effective: July 19, 2000

QuantumLink Communications
 Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.2 QLC Service Plans (Cont'd)

10.2.2 Rates for 1+ and Toll Free Access ("TFA") (800/888/877) Services (Cont'd)

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10.2.2.2 Rates for Calls Terminated to a Mobile Phone or Pager

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All calls terminated to a mobile phone or pager shall be charged the following rates:

Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge
\$0.0627	\$0.0209	\$0.209	\$0.0209

* Min. Call Unit @18 secs. + 7 Incremental Call Unit @ 6 secs. = Per Minute Charge.

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QuantumLink Communications
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SECTION 10
“Signature” Services – Description and Rates (Cont’d)

10.2 QLC Service Plans (Cont’d)

10.2.2.1 Rates for 1+ and Toll Free Access (“TFA”) (800/888/877) Services (Cont’d)

Table 1

Rate Plan	Rate Category
QLC I	11
QLC II	10
QLC III	9
QLC IV	8
QLC V	7
QLC VI	6
QLC VII	5
QLC VIII	4
QLC IX	3
QLC X	2
QLC XI	1

10.2.2.3 Any Rate Category 1-9 customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

10.2.2.4 Any Rate Category 10 customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category 11, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

10.2.2.5 Reserved for Future Use.

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3660 Wilshire Blvd., 4th Floor
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Issued: July 12, 2000

SOUTH CAROLINA TARIFF NO. 2
Third Revised Page 51.1.2
Cancels Second Revised Page 51.1.2

Effective: July 21, 2000

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.2 QLC Service Plans (Cont'd)

10.2.3 Standard 1+ and Toll Free Access Rates

Subject to the provisions of Section 10.8.3.A following, Company provides its 1+ and toll-free access service to customers not meeting eligibility requirements contained in Sections 10.2.1 and 10.2.2 preceding at the following rates with no minimum revenue commitment:

<u>Minimum Call Unit</u>	<u>Incremental Call Unit</u>	<u>Per Minute Charge*</u>	<u>Equivalent Call Unit Charge</u>
0.063	0.021	0.21	0.021

* Minimum Call Unit @18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.2 QLC Service Plans (Cont'd)

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 3660 Wilshire Blvd., 4th Floor
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 Issued: July 27, 1999

SOUTH CAROLINA TARIFF NO. 2
 First Revised Page 51.2
 Cancels Original Page 51.2

Effective: August 3, 1999

QuantumLink Communications
 Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.3 Calling Card Rates

Subject to rounding provisions as explained in section 10.2.1 preceding, charges for calling card usage under all QLC Service Plans are as follows:

Peak/Business Day

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Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge	Equivalent Call Unit Charge	Minimum Revenue Commitment
All	0.0678	0.0226	0.226	0.226	Per QLC Plan

Off-Peak/Non-Business Day

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Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge	Equivalent Call Unit Charge	Minimum Revenue Commitment
All	0.0609	0.0203	0.203	0.203	Per QLC Plan

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QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.3.1 Reserved For Future Use

10.3.2 Limited-Class "X" Rates. The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of ECUs as described in Section 3.2.4 through 3.2.9 preceding.

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0327	\$0.0109
Off-Peak/Non-Business Day	\$0.0327	\$0.0109

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.4 Companion Federal Rate Guarantee

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A. For a Customer who maintains eligibility for and receives service under the QuantumLink Communications Plan, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's QuantumLink Communications Plan for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer. Calling Card services are not eligible for this rate guarantee.

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B. Calling Card services are not eligible for this rate guarantee.

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10.5 Customer Credit Programs

10.5.1 Customer Loyalty Credits. Each QuantumLink Communications Customer meeting the eligibility requirements set forth in 10.5.1.B, following, shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.

A. Length of Service Credit. For twelve invoices covering consecutive months of uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive service period covering twelve invoices.

B. Eligibility. To be eligible for a Length of Service Credit each Customer must: have initiated service at least 12 months prior to the first day in the period of service covered by Customer's thirteenth invoice; have current usage which meets or exceeds the established minimum monthly usage levels as set forth in section 10.2.2; have no record of nonpayment in any month of the preceding consecutive twelve-month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected this credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 10.5.1.A, preceding.

Effective: January 1, 2003

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.5.2 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

Effective: April 7, 1999

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain the competitive position of QuantumLink Communications by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings featuring the specified rates for each Plan are available for eligible Customers taking outbound and inbound equal access switched services of QuantumLink Communications originated from and terminated to locations within this state whenever QuantumLink Communications determines that but for the availability of these rates, QuantumLink Communications will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback").

The following terms and conditions must exist for any CLP to be valid.

- 10.6.1** CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

Effective: April 7, 1999

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

- 10.6.2** A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
- 10.6.3** An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.

Effective: April 7, 1999

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

10.6.4 CLPs are available for all published rates.

10.6.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by QuantumLink Communications, a specific rate competitively responsive to that available from the competitive offering shall be tarified in this section 10.6.

10.6.6 All of the conditions set forth in sections 10.6.1 through and including this section 10.6.6 must exist in order to qualify for the following Customer Loyalty Plans. QuantumLink Communications shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with QuantumLink Communications. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tarified by QuantumLink Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

QuantumLink Communications
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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

10.6.7 Customer Loyalty Plan I. QLC I and II Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.6.7.B will receive a credit on their 6th invoice as provided following. (C)

A. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (T)
(T)
(N)
(N)

B. Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:

1. have initiated service under the QLC I or II Service Plan;
2. have current usage which exceeds the established minimum monthly usage levels for the applicable QLC I or II Service Plan; (C)
3. have no record of nonpayment in any of the preceding consecutive five-month period of service;
4. have received five consecutive and uninterrupted invoices over the preceding five-month period;
5. have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by Customer's fifth invoice; and
6. pay all charges rendered in Customer's sixth invoice in excess of the amount of the applicable credit as calculated under 10.6.7.A preceding.

Effective: January 5, 2001

QuantumLink Communications
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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.6

Customer Loyalty Plans - General Terms and Conditions (Cont'd)

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10.6.8 Customer Loyalty Plan II. QLC III and IV Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.6.8.B will receive a credit on their 9th invoice as provided following.

- A.** For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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B. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

1. have initiated service under the QLC III or IV Service Plan;
2. have current usage which exceeds the established minimum monthly usage levels for the applicable QLC III or IV Service Plan;
3. have no record of nonpayment in any of the preceding consecutive eight-month period of service;
4. have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
5. have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
6. pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 10.6.8.A, preceding.

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QuantumLink Communications
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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

10.6.9 Customer Loyalty Plan III. QLC V, VI, and VII Service Plan Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 10.6.9.B will receive a credit on their 13th invoice as provided following.

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- A.** For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility.** To be eligible for the 13th invoice free bonus, each Customer must:
1. have initiated service under the QLC V, VI or VII Service Plan;
 2. have current usage which exceeds the established minimum monthly usage levels for the applicable QLC V, VI, or VII Service Plan;
 3. have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 4. have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 5. have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's twelfth invoice; and
 6. pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 10.6.9.A, preceding.

Effective: April 7, 1999

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

All Material On This Page is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.6 Customer Loyalty Plans - General Terms and Conditions (Cont'd)

10.6.10 Loyalty Awards. Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.

- A. "Welcome Back Invoice" Award.** Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
- B. Free Minutes Bonus Incentive.** Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.
- C. Companion Local Service Bonus Incentive.** Where an effective tariff is on file in this state to provide local exchange telephone service in conjunction with the Customer Loyalty Plans provided for herein, Customers who qualify as either a "save" or "winback," who meet and maintain the applicable eligibility requirements as set forth in this section 10.6, and who order or take local exchange telephone service in conjunction with the services offered hereby, will receive an additional bonus incentive of the applicable discounts on the local service offerings tariffed in this state.

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.7 Miscellaneous Charges

10.7.1 Directory Assistance

A Standard Directory Assistance charge applies to all calls. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the requested telephone number is provided. Directory Assistance is available to Customers of QuantumLink Communications for any outbound QuantumLink Communications calling plan when switched access lines are used to originate calls.

<u>Per Call</u>	
Directory Assistance Charge	\$1.25

10.7.2 Rates and Billing for Delinquent Accounts

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When payment of charges, which are due upon receipt, remain unpaid after 59 days from the invoice date, the Customer's rates are subject to adjustment and special billing procedures as follows.

- A.** Charges incurred for the period from the first day of the month or other billing cycle following the last day of the preceding month or other billing cycle through the end of the current month or billing cycle, shall be adjusted as follows:

Charges for call duration are rerated and billed at the highest rate tariffed for the type of service rendered. A surcharge of \$0.35 per call also applies.

- B.** Upon payment of all unpaid charges, any late fees, and the per minute charges and per call surcharges under this section, a Customer whose rates have been adjusted and billed under this section will be restored to service at the rates applicable to its services prior to its becoming delinquent in payment.

Affinity Network Incorporated d/b/a
QUANTUMLINK COMMUNICATIONS
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: December 5, 2001

SOUTH CAROLINA TARIFF NO. 2
Fourth Revised Page 60
Cancels Third Revised Page 60

Effective: December 6, 2001

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.7 Miscellaneous Charges (Cont'd)

10.7.3 Non-Voice Communications

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For any Customer who qualifies as a "save" or "winback" Customer, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for non-voice communications, i.e. facsimile and/or modem lines.

10.7.3.1 Remote Access Surcharge

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A surcharge applies to all calls originated at payphones using a service access code.

Per Call \$0.30

Effective: April 7, 1999

QuantumLink Communications
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All Material On This Page is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.7 Miscellaneous Charges (Cont'd)

10.7.4 Waiver of Charges. A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a Customer's total charges for service above the charges such Customer has been offered or has available for the same service from a competing company. QuantumLink Communications may require documentation or other credible evidence useful in verifying the competitive offering and any waiver is subject to the net revenue test as defined by regulatory authorities. Nothing herein shall be construed to require QuantumLink Communications to waive any charge if in the sole and exclusive discretion of QuantumLink Communications such waiver conflicts or may conflict with law or regulation. Waivers will be granted to all Customers similarly situated. A Customer is similarly situated if the circumstances of that Customer are substantially and materially like those which justified the waiver in the first instance. QuantumLink Communications shall not be liable in the administration of waivers except for wilful misconduct.

Effective: October 12, 1999

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

*** All Material On This Page is New ***

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.7 Miscellaneous Charges (Cont'd)

10.7.5 Account Recourse Charges (ARCs)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is less than 18 days into Customer's final billing cycle.	\$0.538 per applicable billing increment
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Final Adjusted Invoice Rate (FAIR) For a Customer whose last service date is more than 18 days into Customer's final billing cycle.	\$0.269 per applicable billing increment
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Final Adjusted Invoice Rate (FAIR) Calling Card Service	\$0.226 per applicable billing increment for all services plus a call set up charge of \$0.50 per call
--	--

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

Effective: April 7, 1999

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

All Material On This Page is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.8 Methodology for Determining Call Charges

10.8.1 Rate Basis. Charges are based on access to and usage of the QuantumLink Communications network and related costs of operation. Charges cease when the call is effectively disconnected from the network. Effective disconnection will vary depending on such factors as the availability or absence of automatic timing equipment deployed in the network, failure of one party to effect disconnection, attachment of Customer or other party's equipment or for other reasons beyond the control of QuantumLink Communications. QuantumLink Communications assumes no liability for holding time durations or other call completion problems over which it has no control.

10.8.2 Rounding. QuantumLink Communications follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a six-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 6-second increment. Rounding varies based on the call increments used in billing for a particular service. One or more of the following rounding methodologies may be applied to a particular service only when and as tariffed herein.

A. Rounding at 18/6. Services with billing increments of 6 second increments with an 18-second minimum are billed as follows - initial call duration is measured in a minimum of 18 seconds, that is, durations of less than 18 seconds are rounded to a full 18 seconds and for incremental usage, call duration is measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration.

Effective: April 7, 1999

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.8 Methodology for Determining Call Charges (Cont'd)

10.8.2 Rounding (Cont'd)

- B. Rounding at 30/30.** Services with billing increments of 30 second increments with a 30-second minimum are billed as follows - initial call duration is measured in a minimum of 30 seconds, that is, durations of less than 30 seconds are rounded to a full 30 seconds and for incremental usage, call duration is measured by call duration segments of not less than 30 seconds with the final call segment just prior to effective disconnection rounded to the next full 30 seconds of call duration.
- C. Rounding at 60/60.** Services with billing increments of 60-second increments with a 60-second minimum are billed as follows - initial call duration is measured in a minimum of 60 seconds, that is, durations of less than 60 seconds are rounded to a full 60 seconds and for incremental usage, call duration is measured by call duration segments of not less than 60 seconds with the final call segment just prior to effective disconnection rounded to the next full 60 seconds of call duration.

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.8 Methodology for Determining Call Charges (Cont'd)

10.8.2 Rounding (Cont'd)

D. Other Rounding Methods. From time to time, QuantumLink Communications may tariff and apply other rounding methodologies different from those in sections 10.8.3.A, 10.8.3.B or 10.8.3.C, preceding.

E. Applied Rounding Methodology. QuantumLink Communications uses the Rounding at 18/6 set forth in section 10.8.3.A preceding for both Peak/Business Day charges and for Off-Peak/Non-Business Day charges.

10.8.3 Included Costs. Subject to Section 10.7.3, governing billing for delinquent accounts, charges for calls are based on network usage and network support costs are subject to rounding as set forth herein following and the provisions governing the timing of calls as forth herein.

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Affinity Network Incorporated d/b/a
QUANTUMLINK COMMUNICATIONS
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: November 23, 1999

SOUTH CAROLINA TARIFF NO. 2
Original Page 65

Effective: November 30, 1999

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

All Material On This Page is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.9 - 10.19 Reserved for Future Use.

10.20 INETBA Service

INETBA Service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rates and other provisions of this Section 10 apply to INETBA Service except as otherwise provided.

Effective: December 30, 1999

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

All Material On This Page is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.21 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 10.21.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

10.21.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

10.21.2 Limitations and Disclaimers

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).

Effective: December 30, 1999

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.21 Advantage Card Service (ACS) (Cont'd)

10.21.2 Limitations and Disclaimers (Cont'd)

E. Subject to and in accordance with the provisions of Section 3.1.1.7 preceding and the eligibility requirements of 10.21.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 10.21.1 preceding.

F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

10.21.3 Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

10.21.4 Rates

The rates in Section 10.3 preceding apply to the QuantumLink Communications ACS service.

Effective: March 30, 2000

QuantumLink Communications
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All Material On This Page Is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans ("CAPs")

10.22.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

Effective: March 30, 2000

QuantumLink Communications
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All Material On This Page Is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans ("CAPs")

10.22.1 General Terms and Conditions (Cont'd)

A. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.

B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.

C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

Effective: March 30, 2000

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans ("CAPs")

10.22.1 General Terms and Conditions (Cont'd)

D. CAPs are available for all published rates.

E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 10.

F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.

G. To receive the Invoice Free CAPs pursuant to 10.22.2 through and including 10.22.3 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility.

QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- A.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five-month period preceding Customer's 6th invoice and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
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Effective: March 30, 2000

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

All Material On This Page Is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.2 Customer 6th and 12th Invoice Advantage Plan (Cont'd)

B. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 10.22.2.A, preceding.

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice and for the consecutive thirteen-month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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Effective: March 30, 2000

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.3 Customer 6th, 10th, and 14th Invoice Advantage Plan (Cont'd)

10.22.3.2 Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 10.22.3.A, preceding.

Effective: July 19, 2000

QuantumLink Communications
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All Material On This Page Is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.4 Customer "Thanks for Taking the Time" Advantage Plans

A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

1. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

2. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u>	<u>Incremental Call Unit Value</u>
@ 60 seconds	@ 60 seconds
<u>or Fraction</u>	<u>or Fraction</u>
\$0.226	\$0.226

Effective: July 19, 2000

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All Material On This Page Is New.

SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan (Cont'd)

3. Availability. Company's TTT-1 service promotion is available on and after July 19, 2000 until January 19, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

4. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

B. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

1. Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

2. Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u>	<u>Incremental Call Unit Value</u>
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.226	\$0.226

3. Availability. Company's TTT service promotion is available on and after July 19, 2000, until January 19, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

QuantumLink Communications
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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

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B. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

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4. Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.

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5. Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 10.22.4.A preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 10.20 preceding.

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QUANTUMLINK COMMUNICATIONS
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: July 12, 2000

SOUTH CAROLINA TARIFF NO. 2
First Revised Page 78
Cancels Original Page 78
Effective: July 19, 2000

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Intrastate Competitive Telecommunications Service Tariff

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.5 Customer S&W Prepaid Advantage Plan (Cont'd)

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A. Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit	Incremental Call Unit
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>
\$0.226	\$0.226

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B. Availability. Company's S&W Card service promotion is available on and after July 19, 2000, until January 19, 2001 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.

(C)

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3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Issued: July 12, 2000

SOUTH CAROLINA TARIFF NO. 2
First Revised Page 79
Cancels Original Page 79

Effective: July 19, 2000

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Intrastate Competitive Telecommunications Service Tariff

SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.5 Customer S&W Prepaid Advantage Plan (Cont'd)

C. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

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D. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 10.22.5.A preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 10.20 preceding.

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QuantumLink Communications
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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

10.22.6.1 For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the consecutive five month period preceding Customer's 6th invoice, for the consecutive eight-month period preceding Customer's 9th invoice, for the consecutive twelve-month period preceding Customer's 13th invoice, for the consecutive eighteen-month period preceding Customer's 19th invoice, for the consecutive twenty-one-month period preceding Customer's 22nd invoice and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

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Effective: May 22, 2000

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All Material On This Page Is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan(Cont'd)

10.22.6.2 Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- have initiated service;
- have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 10.22.6.1, preceding.

Effective: May 22, 2000

QuantumLink Communications
Intrastate Competitive Telecommunications Service Tariff

All Material On This Page Is New.

SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan(Cont'd)

contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 10.22.6.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.22 Customer Advantage Plans (Cont'd)

10.22.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 10.22.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the Customer's first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

10.22.8 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to Section 10.2.4 preceding and who qualify as a "save" or "winback" customer are eligible to be rerated to the rates prior to any applicable adjustment made pursuant to Section 10.2.4. (T)

10.23 20% Credit Every 6 Months

Company will offer the following to new business customers and existing business customers who qualify as a "save" or "winback" customer whose service plan calculates charges by Total Call Units (TCUs):

- To receive the benefits, eligible customers must call a Company Customer Care Representative.
- Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial "1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.24 1st and 3rd Invoice Credits

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements of Section 10.24.A following, a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

A. Eligibility

To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

B. Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth in Section 10.3 for peak rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.25 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 10.25.2 shall receive the Service Term Invoice Free Credit.

10.25.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

10.25.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:

- A.** Have initiated service under a QuantumLink Communications Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 10.25.1, preceding.

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Effective: July 1, 2001

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SECTION 10

"Signature" Services - Description and Rates (Cont'd)

10.26 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 10.26.2 shall receive the Service Term Invoice Free Credit II.

10.26.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

10.26.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under a QuantumLink Communications Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 10.26.1, preceding.

Effective: July 1, 2001

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.27 Cross Over Special Service Offers

10.27.1 Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

If earned, as specified in Section 10.27.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.

This credit is not available with Company's offering set forth in Section 10.27.2 following.

The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).

A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

Effective: July 1, 2001

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.27 Cross Over Special Service Offers (Cont'd)

10.27.2 Cross Over Century Card (COCC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.

The COCC card will be issued following Customer's commencement of service.

This offer is not available with Company's 5% credit offer set forth in Section 10.27.1 preceding.

The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.

Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

Effective: July 1, 2001

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SECTION 10
"Signature" Services - Description and Rates (Cont'd)

10.27 Cross Over Special Service Offers (Cont'd)

10.27.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.

If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

**SECTION 11
VOIP COMMUNICATIONS PLAN**

11.1 Services & Rates

The Company's VOIP Communications' service plan offers switched outbound and inbound service to business subscribers. All services under Section 11 are offered pursuant to the provisions of Sections 1 through 3 of this tariff and in conjunction with the Company's interstate services. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1.

Table 1

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VI	VOIP 6	\$0.079	\$0.0237	\$0.0079	\$0.00
V	VOIP 5	\$0.069	\$0.0207	\$0.0069	\$25.00
IV	VOIP 4	\$0.059	\$0.0177	\$0.0059	\$50.00
III	VOIP 3	\$0.049	\$0.0147	\$0.0049	\$100.00
II	VOIP 2	\$0.039	\$0.0117	\$0.0039	\$125.00
I	VOIP 1	\$0.029	\$0.0087	\$0.0029	\$150.00

11.1.1 Any Rate Category I-IV customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

11.1.2 Any Rate Category V customers in service on or before June 30, 2005, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category VI, effective for all calls on or after October 1, 2005, that are reflected on invoices rendered on or after November 1, 2005. (C/I)

SECTION 11
VOIP COMMUNICATIONS PLAN

***** ALL MATERIAL ON THIS PAGE IS NEW *****

11.2 Winback Rate

Customers who qualify as a “save” or “winback” customer may be eligible for the rate of \$0.069 cents per call unit.

11.3 Calling Card Rate

Calling Cards may be issued by the Company at a Customer’s request for the purpose of making intrastate calls. The rates for calling card calls, which are not associated with other services, are time of day sensitive. The charges, which are accrued, are billed on the Customer’s next invoice at the following rate:

Peak/Business Day	\$0.226 cents per call unit
Off-Peak/Non-Business Day	\$0.203 cents per call unit

11.4 Fees and Charges

11.4.1 Directory Assistance Charge: \$1.25/per call

11.4.2 Toll Free Access Service (TFAS)

Customers shall pay a monthly account charge of \$15.00 per account for Toll Free Access Service (TFAS).

11.4.3 Directory Listing Charge

Customers who want their toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of \$15.00 per number.

11.4.4 Diskette Billing Charge: \$15.00/per month

11.4.5 Waiver of Charges

A Miscellaneous charge will be waived upon request whenever application of such charge increases a customer’s total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering. Nothing herein shall be construed to require Company to waive any charge if in Company’s sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

SECTION 11
VOIP COMMUNICATIONS PLAN

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11.5 Promotions

11.5.1 “10 Day Free Trial” Promotion

New customers that meet the eligibility requirements set forth below, may receive credits equal to the total call traffic charges of your first ten (10) days of service, excluding taxes, after selection of this promotion.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that invoice, then the credit amount is limited to the actual amount of the call traffic charges appearing on the bill subject to this promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in your bill.

11.5.2 “20% Yearly Rebate” Promotion

New, “saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the “20% Yearly Rebate” Promotion as follows:

A credit applied to the customer’s 13th bill in an amount equal to 20% of customer’s total charges for the previous 12 bills. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding 12 invoice periods; and have selected this offering prior to the charges rendered. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

11.5.3 “25% Invoice Credit” Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any “25% Invoice Credit” credits as applied to the same previous invoice.

SECTION 11
VOIP COMMUNICATIONS PLAN

***** ALL MATERIAL ON THIS PAGE IS NEW *****

11.5 Promotions (Cont'd)

11.5.4 "Every 4th Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4th, 8th, 12th, 16th, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

11.5.5 "No Taxes, Fees or Surcharges" Promotion

New, "saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credit under the "No Taxes, Fees or Surcharges" Promotion as follows:

A credit for all taxes, fees and surcharges which will appear as a separate line on the customer's invoice. This promotion can only be combined with the "10 Day Free Trial" promotion.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.