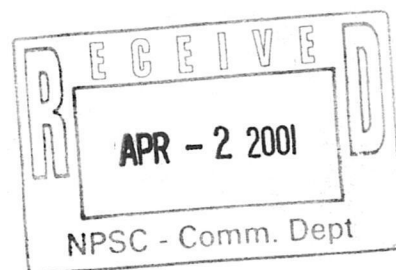


TITLE SHEET

TARIFF OF
011 COMMUNICATIONS

This tariff, filed with the Nebraska Public Service Commission contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by 011 Communications within the state of Nebraska.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

CHECK SHEET

Sheets 1 through 46, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original	37	Original		
2	Eighth Revised*	38	Original		
3	Original	39	Original		
4	Original	40	Original		
5	Original	41	Original		
6	Original	42	Original		
7	Original	43	Original		
8	Original	44	Original		
9	Original	45	Original		
10	Original	46	Original		
11	Original				
12	First Revised				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	First Revised				
25	Fourth Revised				
25.1	First Revised*				
25.2	Original				
25.3	Third Revised*				
25.4	Original*				
26	Third Revised				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				
33	Original				
34	Original				
35	Original				
36	Original				

*Denotes pages included in this filing.

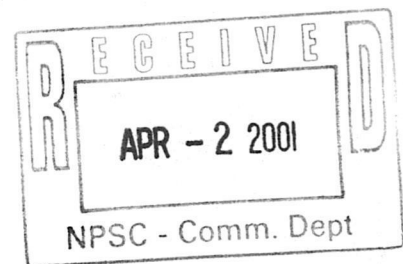
ISSUED: June 21, 2005

EFFECTIVE: July 1, 2005

By: Tariff Administrator
4380 Boulder Highway
Las Vegas, NV 89121

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ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glenn T. Stockton, II
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Las Vegas, NV 89121

SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

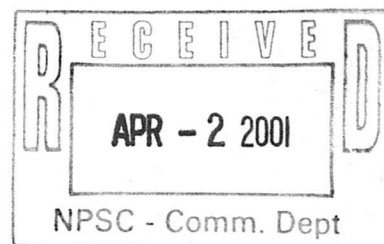
I - Change Resulting in an increase to a Customer's bill.

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.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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TARIFF FORMAT

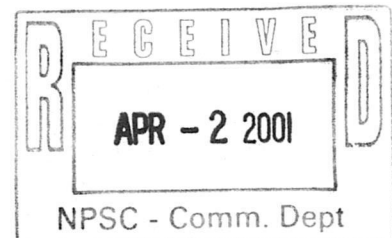
A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the NPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet 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 NPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 sheets.)



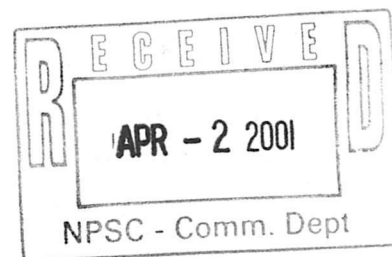
ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glenn T. Stockton, II
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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by 011 COMMUNICATIONS within the State of Nebraska.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glenn T. Stockton, II
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to an 011 COMMUNICATIONS designated switching center or point of presence.

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

Call Unit - A Call Unit is either Minimum (Initial), Incremental, Equivalent or Total as defined herein.

Cents Per Minute ("CPMU") - The carrier's charges billed in whole cents or fractions of cents as Minimum and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges.

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.

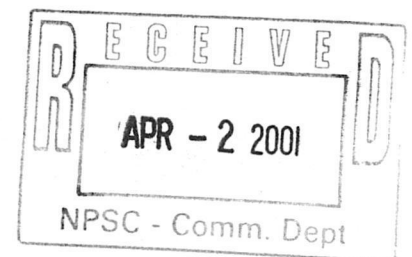
Company or Carrier - 011 COMMUNICATIONS unless otherwise clearly indicated by the context.

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) - A Call Unit equivalent to one or more Incremental Call Units, added to Total Call Units to recover the "non-transport" costs incurred by Carrier in providing service.

Incremental Call Unit - The minimum additional period after a Minimum (Initial) Call Unit for which charges are incurred for a call and, except as otherwise provided in this tariff, equals six (6) seconds.

Initial Call Unit - Minimum Call Unit.



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By: Glenn T. Stockton, II
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

LEC - Local Exchange Company.

Minimum Call Unit (MCU) - The minimum period for which charges are incurred for calls and, except as otherwise provided for in this tariff, equals 18 seconds.

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein.

011 Communications - Used throughout this tariff to mean 011 COMMUNICATIONS

NPSC - Nebraska Public Service Commission

Off-Peak / Non-Business Day - 4:01 pm to 8:59 am, Monday through Friday, and all day Saturday and Sunday.

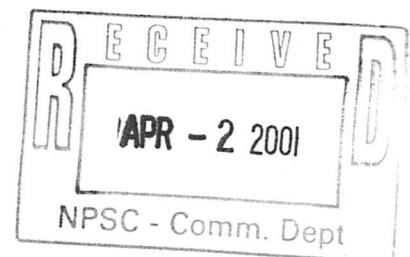
Peak / Business Day - 9:00 am to 4:00 pm, Monday through Friday.

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.

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.

Total Call Units - The number of applicable Call Units (Minimum (Initial), Incremental and Equivalent) which when added together determine the charges for a completed call. Total Call Units include one or more Equivalent Call Units and will appear on a Customer's monthly bill expressed in whole numbers and fractionally in tenths (e.g., .1, .4, .9, 1.4, 5.6, etc.).

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.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of 011 COMMUNICATIONS

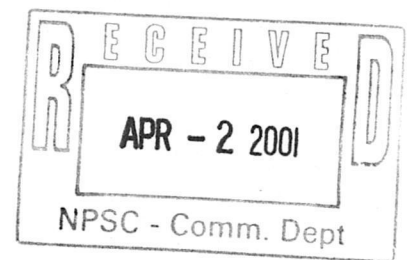
The Company's services and facilities are furnished for communications originating at specified points within the state of Nebraska under terms of this tariff.

The Company installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. The 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 network. The customer shall be responsible for all charges due for such service arrangement.

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



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations, con't.

2.2.5 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

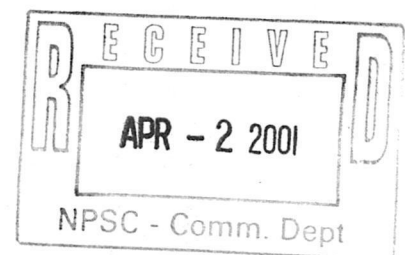
2.3 Use

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

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.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Liabilities of Company (Cont'd)

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 copy-right 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.

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 Year 2000 Compliance.

Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its Underlying Carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated, without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.

ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Liability of The Company (Cont'd)

2.4.6 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 Nebraska Public Service Commission pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith.

(C)

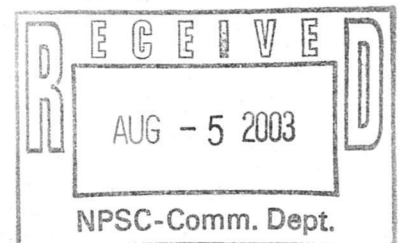
(C)

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, the 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.



ISSUED: August 5, 2003

EFFECTIVE: August 15, 2003

By: Tariff Administrator
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

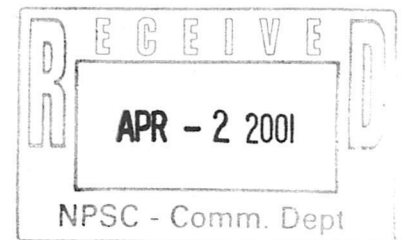
The Company's facilities and service may be used with or terminated in customer-provided terminal equipment or customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise 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.

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 the 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 according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the NPSC. 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.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, 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.

2.13 Refusal or Discontinuance by Company

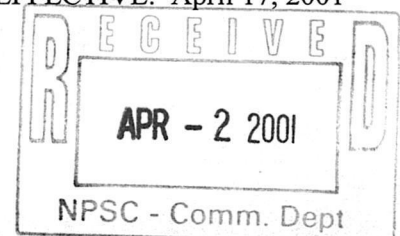
The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- A. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- B. For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the provisions of this tariff, or failure to meet the Company's credit requirements.
- C. For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- D. For non-compliance with and/or violation of the Commission's regulations or the Company's tariff rules and regulations on file with the Commission.
- E. For non-payment of bills for telephone service.
- F. Without notice in the event of customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- G. Without notice in the event of tampering with the equipment furnished and owned by the Company.

ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Refusal or Discontinuance by Company (continued)

- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- J. For extended periods of inactivity over sixty (60) days.

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.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

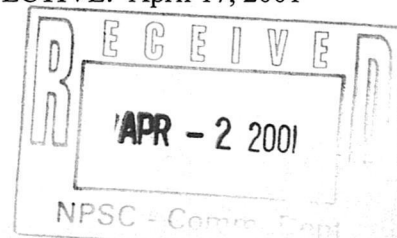
2.16 Interruption of Service

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 the 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 the Company's terminal. Interruptions caused by customer-provided or Company-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.

ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glenn T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
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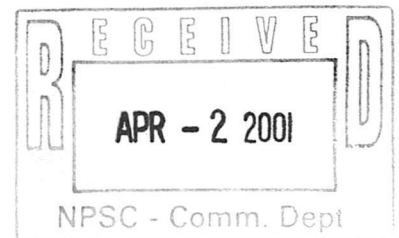
SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 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.

2.18 Late Payment Charge

The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. The late payment penalty will be assessed only once on each monthly bill for services and the penalty will not be applied to unpaid previous penalties.



ISSUED: April 3, 2001

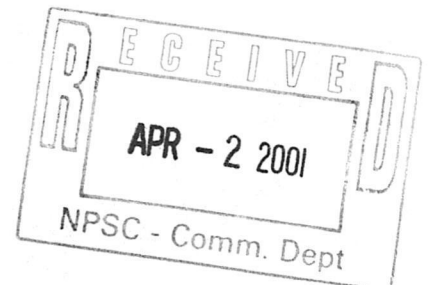
EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.19 Responsibilities of the Customer

- 2.19.1** The customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to Authorized Users. The customer is responsible for the payment of charges for all calls originated at the customer's premises utilizing the Company's services.
- 2.19.2** If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.
- 2.19.3** The customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the customer, users, or others, by improper use of the services, or by use of equipment provided by the customer, users, or others.
- 2.19.4** The customer must pay for the loss through theft of any the Company equipment installed at customer's premises.
- 2.19.5** The customer is responsible for payment of the charges set forth in this tariff.
- 2.19.6** The customer is responsible for compliance with the applicable regulations set forth in this Tariff.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glenn T. Stockton, II
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.13, 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.

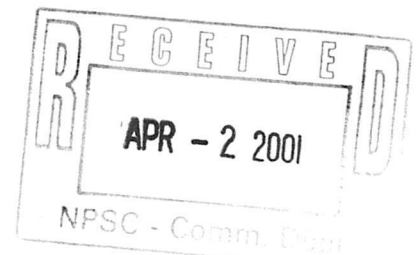
2.20.1 Definitions

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 reinstituted 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 reinstituted 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 to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstituted 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.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.2 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.



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EFFECTIVE: April 17, 2001

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.3 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 with an advance payment. Such advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.
- 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 with an advance payment.



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.3 Temporary Discontinuance (Cont'd)

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.

2.20.4 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 2.20.3.D, preceding, that the service or services may be reinstituted 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 reinstitution 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.



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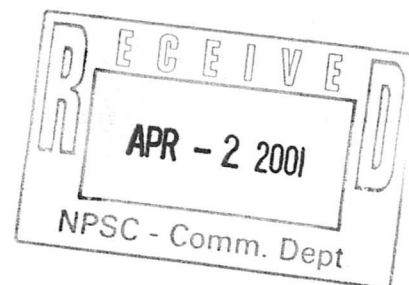
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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

2.20.5 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.



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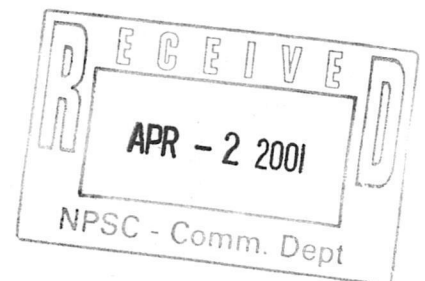
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.21 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.

- 2.21.1 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.
- 2.21.2 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.
- 2.21.3 No History of Delinquencies** - Presently, or at any time during a previous service period with Company or any commonly owned telecommunications service provider, Customer may not have had or have any delinquencies in payment of applicable charges.
- 2.21.4 Creditworthiness** - Prior to and at all times during service terms, customer may have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.



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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS**

All services offered pursuant to this tariff are tailored to different classes of customers whose specific service profiles are defined by likekind characteristics as set forth herein. 011 Communications Service is offered in conjunction with related local, interstate and international services to the extent expressly so provided herein.

3.1 011 Communications Service. Subject to the terms and conditions set forth in this Section, 011 Communications Service is available to business and residential customers based on available network facilities. 011 Communications Service is available only as a component part of Company's 011 Communications Services of its International Tariff F.C.C. No. 3 and its Interstate Tariff F.C.C. No. 4 services.

3.1.1 General Terms. 011 Communications Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

3.1.2 Rate Description. Rates are distance and time-of-day insensitive. Minimum call duration is billed in 60 seconds during both Peak/Business Day and Off-peak/Non-Business Day hours, with each full or fractional increment of call duration billed in full minutes (60 seconds), that is, each non-full minute increment is rounded to the next full minute. A monthly service fee applies and miscellaneous charge apply as indicated in Section 9.3.

3.1.3 Usage Sensitive Charge. 011 Communications Service calls are rated pursuant to the per minute of usage charges following:

A. For 1+ (including facsimile) and toll free access calls, the rates are:

Rate Category	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	(T) (T)
Standard	\$0.419	\$0.419	
Preferred*	\$0.319	\$0.319	(T)
Winback**	\$0.159	\$0.159	(N)
Evergreen***	\$0.159	\$0.159	(M)

* Requires a monthly minimum of \$10.00 for intrastate services. (T)

** Customer must be a "save" or "winback" customer. (N)

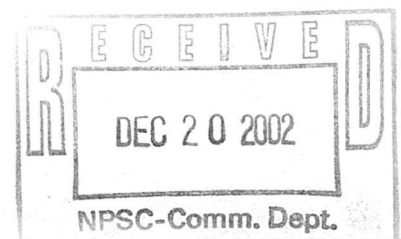
*** Requires a monthly minimum of \$20.00 for intrastate services. (M/T)

**** Certain material appearing on this page formerly appeared on Second Revised Page 25 ****

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By: William P. Wright
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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.1 011 Communications Service (Cont'd)

3.1.3 Usage Sensitive Charges (Cont'd)

B. For calling card calls, the rates are:

	First 60 Seconds <u>or Fraction</u>	Each Add'l 60 Seconds <u>or Fraction</u>
Standard/Preferred/Winback	\$0.224	\$0.224

(D)

C. Reserved for Future Use

(D/T)
(D)
|
(D)

3.1.4 Rounding. 011 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 sixty-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 60-second increment. 011 Communications services 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.

Certain material formerly appearing on this page now appears on Third Revised Page 26

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By: Tariff Administrator
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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.1 011 Communications Service (Cont'd)

3.1.5 VIP Prepaid Calling Service

A. General Description

1. Company offers VIP Prepaid Calling Service throughout the State of Nebraska. Charges are not mileage, time of day or day of the week sensitive.
2. VIP Prepaid Calling Service enables the Customer to complete an outbound call from any touch-tone or mobile phone in the State of Nebraska. Customer must register with the Company each working telephone number ("WTN") they designate to utilize the VIP Prepaid Calling Service. The VIP Prepaid Calling Service is then accessed by dialing a designated toll free number. Upon hearing a dial tone, the customer may then dial the desired telephone number directly. Once the WTN (s) is registered with the company, a personal identification number is not required. Customers calling from a non-registered WTN are required to enter their registered WTN in order to access their VIP Prepaid Calling Service.

B. Conditions of Service

1. Calls to directory assistance and calls placed to 500, 700, 800, 900, 950 numbers will not be completed using the VIP Prepaid Calling Service. (T)
2. Calls may only be charged against the VIP Prepaid Calling Service account that has a sufficient available balance.
3. Non-billable calls will not incur any surcharges, taxes or fees.
4. VIP Prepaid Calling Service is non-refundable and will expire six months from the date of registration, or when the account balance is depleted, whichever occurs first. Each time the VIP Prepaid Calling Service is recharged the expiration date is reset for an additional six months.
5. Neither the Company nor any authorized agents shall be liable or responsible for theft, loss, or unauthorized use of any VIP Prepaid Calling Service accounts.

ALL MATERIAL ON THIS PAGE IS NEW

**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.1 011 Communications Service (Cont'd)

3.1.5 VIP Prepaid Calling Service (Cont'd)

C. Recharging Feature

1. The Customer has the option to recharge the available balance on the VIP Prepaid Calling Service account. If an account is recharged, the remaining balance shall be decremented at the rate applicable to the Customer.
2. To recharge the account, the Customer shall call the designated toll-free number and, in response to the automated voice prompts, provide their account information for a major credit card accepted by the Company and the WTN they want to utilize.
3. Customers are not required to recharge their VIP Prepaid Calling Service account. When the customer's balance is depleted, customer's credit card will be recharged unless the customer has elected to disable the auto recharge function or the charge against the customer's credit card is unsuccessful. The automatic recharge feature is the default setting for all VIP pre-paid accounts. Customers may choose to disable default features at anytime following the first 60 days of service. Customers electing to disable the auto recharge function should contact customer service or access the calling platform and respond to the appropriate voice prompts. Recharge may occur during a call in order to prevent disruption of that call and uninterrupted service. If a customer's account recharge is unsuccessful, and customer's VIP Prepaid Calling account only has thirty (30) seconds talk time remaining, an announcement shall be made indicating that the call shall be automatically terminated when the Card's balance is extinguished.
4. The Company may immediately, and without prior notice to the Customer, terminate the recharge option for a particular VIP Prepaid Calling Service account for any of the reasons specified in Section 2 of this Tariff.

D. Credit Allowance for Interruptions

1. Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the dollar value or minute equivalent for the duration of the call that is interrupted.
2. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service number within 30 days from the date of the interruption. The Customer must also furnish the called number, description of the trouble experienced, approximate time the call was placed, and the duration of the interruption.
3. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company or interruptions that are not properly reported to the company.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.1 011 Communications Service (Cont'd)

3.1.5 VIP Prepaid Calling Service (Cont'd)

E. Fees and Surcharges

1. Payphone Origination: A \$0.99 surcharge will be added to all VIP Prepaid Calling Service calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.
2. Surcharge: A 20% surcharge will be assessed for each call made using the VIP Prepaid Calling Service that originates and terminates between any two points within the state of Nebraska.
3. Non-registered WTNs: A \$0.65 surcharge will be applied for any calls made from a non-registered WTN. (T)
4. Universal Service Fund – 6.95% of intrastate revenue. (T)
5. Operator Assisted Calls: A \$0.49 per minute surcharge will be applied to all calls placed with the assistance of the Company's operator. The surcharge will be assessed in addition to any other rates and fees. (N)
|
(N)

F. Timing of Calls

Chargeable time begins when the calling and the called station are connected. Chargeable time ends when the calling station terminates the call, thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment or the Customer initiates another call by pressing the # button prior to the release of the network connection by Company.

G. Billing Minimum and Increments

Each call made on the VIP Prepaid Calling Service is billed for a minimum of one minute and rounded up to the nearest three-minute increment thereafter.

Certain material formerly appearing on this page now appears on Original Page 25.4

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.1 011 Communications Service (Cont'd)

3.1.5 VIP Prepaid Calling Service (Cont'd)

H. Intrastate Rates

(M)

Rate Category	Rate Plan	Cents Per Minute Rate	Required Minimum Monthly Intrastate Usage
IV	VIP 4	\$0.132	\$0.00
III	VIP 3*	\$0.132	\$25.00
II	VIP 2	\$0.110	\$50.00
I	VIP 1*	\$0.110	\$100.00

(N)

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|

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(N)

(M/T)

* VIP prepaid customers with service under rate categories I or III are eligible to have the 20% surcharge waived

(N)

(N)

I. Sign Up Bonus

(M)

New customers that sign up to purchase more than \$200 in prepaid calling services may receive a one-time 7.5% credit of their sign-up amount applied to their account balance. Example: If a new customer signs up for \$500, they may receive a \$37.50 one-time credit applied to their account balance. If a customer's sign-up amount is \$100-\$199.99, they may receive a one-time credit of \$5.00. New customers with a sign-up amount of \$99.99 or less, are not eligible to receive this one-time credit.

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(M)

Certain material appearing on this page formerly appeared on Second Revised Page 25.3

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By: Tariff Administrator
4380 Boulder Highway
Las Vegas, NV 89121

**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.2 Limitations and Disclaimers.

3.2.1 No Promotional Tie-ins. Except for the credits and/or other special offers provided pursuant to Section 9.4, following, 011 Communications Service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.

3.2.2 Discontinuance. 011 Communications Service or any term or condition affecting the availability and/or rates for 011 Communications Service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user or third party.

3.3 Miscellaneous Charges

3.3.1 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 for any outbound calling plan when switched access lines are used to originate calls.

Per Call: \$1.25

3.3.2 Remote Access Surcharge

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

Per Call: \$0.69

3.3.3 Calling Card Call Set-Up Charge

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

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Las Vegas, NV 89121

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.4 Monthly Service Fee.

The following monthly service fee applies at the second invoice and each subsequent invoice during the service term.

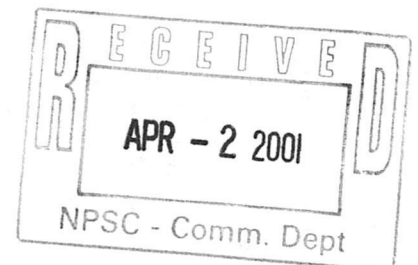
\$2.95/Month/Main BTN

3.3.5 Monthly Minimum Charge.

Each 011 Communications customer at the second invoice and each subsequent invoice during the service terms is subject to the following minimum usage requirement.

\$20.00/Month

Customer shall be billed the difference between actual charges incurred and the monthly minimum charge specified herein, the "shortfall charge." Example, if a customer's actual charges are \$12.34, a shortfall charge of \$7.66 will appear on the invoice.



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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.7 Minimum Account Charges ("MACs")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices are less than \$20.00 ("MAC threshold").

Tariffed Rates

1+ and toll free access services

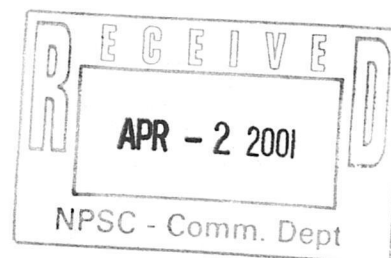
MAC Adjusted Rates

Tariffed rate plus \$0.10 per applicable billing increment.*

Calling Card Service

\$0.224 per applicable billing increment for all calls plus a call set up charge of \$0.50.

*Example: If the current rate of a customer to which the provisions of this section apply is \$0.319 per applicable billing increment, the FAIR rate is \$0.419 per billing increment, including the minimum billing increment. MAC adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MAC threshold. Customers may request suspension of further MAC charges in accordance with section 3.3.7.A and 3.3.7.B following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MAC threshold). MAC adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.



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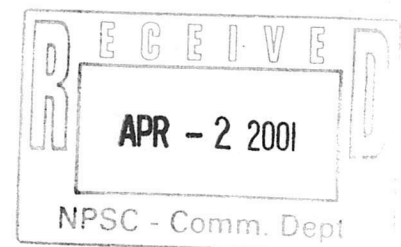
**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.7 Minimum Account Charges ("MACs") (Cont'd)

A. Reinstatement Option A

After receiving direct notice from Company's Customer Care or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.



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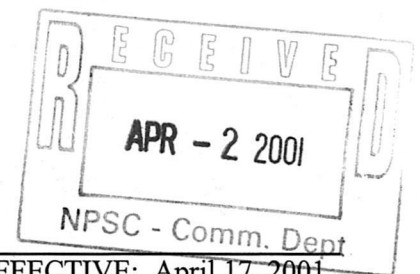
**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.7 Minimum Account Charges ("MACs") (Cont'd)

B. Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MAC rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MAC rates and charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MAC threshold of charges over any two subsequent consecutive invoices, all applicable MAC charges would be reinstated and billed on the next immediately following invoice.



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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.8 Mid-Level Account Charges ("MACII")

A Customer's tariffed 1+ and toll free access, calling card and MSF (monthly service fee) rates will be adjusted whenever the aggregate of the Customer's charges for all services (including interstate, intrastate, intraLATA, international and calling card services, but exclusive of fees, assessments, taxes and surcharges) for any two consecutive invoices after Customer's first two consecutive invoices are at least \$20.00, but not more than \$39.99 per invoice ("MACII threshold"). MACII adjusted rates also apply to all periods of service for Customers qualifying as a Company "save" or "winback" Customer.

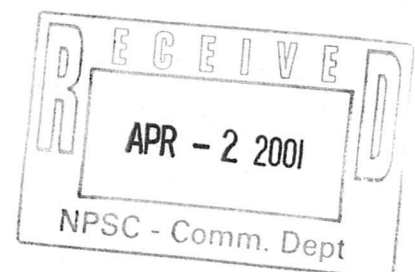
Tariffed Rates

1+ and toll free access services

MACII Adjusted Rates

Tariffed rate plus \$0.10 per applicable billing increment.*

*Example: As the current rate of a customer to which the provisions of this section apply is \$0.319 per billing increment, the MACII adjusted rate is \$0.419 per billing increment, including the minimum billing increment. The MACII adjusted rate billing increment is 60 seconds or a full minute. MACII adjusted rates appear on Customer's next immediate invoice following the second consecutive invoice whose charges are below the MACII threshold. Customers may request suspension of further MACII charges in accordance with Section 3.3.8.A or 3.3.8.B following (i.e., Customer will be returned to the previous rate plans applicable to its services prior to its charges falling below the MACII threshold).



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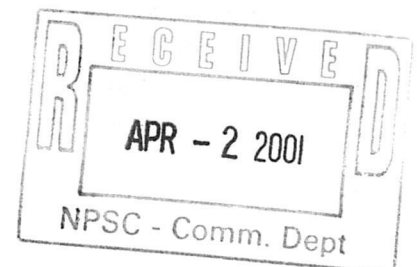
**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.8 Mid-Level Account Charges ("MACII") (Cont'd)

A. Reinstatement Option A

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$40.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to exceed the MACII ceiling of \$39.99 in total charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.



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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.3 Miscellaneous Charges (Cont'd)

3.3.8 Mid-Level Account Charges ("MACII") (Cont'd)

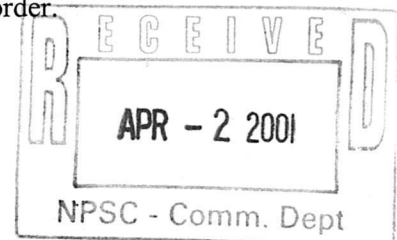
B. Reinstatement Option B

After receiving direct notice from Company's Customer Care Department or through receipt of the invoice for MACII rates, Customer may request reinstatement of its previous rate plans by committing to a minimum level of service of \$40.00 per month (inclusive of all services - interstate, intrastate, intraLATA and/or international). If Customer's service charges equal or exceed \$20.00 for the period covered by the invoice immediately succeeding Customer's reinstatement request (the "reinstatement invoice"), for the reinstatement and following invoice (two invoices), Customer will be rated pursuant to its rate plans as applied prior to having qualified for the MACII rates and be charged a monthly fee of \$4.95. Any Customers whose rates have been reinstated as provided herein shall continue to receive said rates so long as each subsequent invoice meets the \$20.00 service rate threshold and the monthly fee of \$4.95 is paid on a timely basis. Should Customer fail after reinstatement to meet said commitment on a monthly going-forward basis, and/or again fail to reach the MACII threshold of charges over any two subsequent consecutive invoices, the MACII adjusted charges would be reinstated and billed on the next immediately following invoice.

3.3.9 Universal Service Fund Assessment

A monthly charge required to find the Nebraska Universal Service contribution obligations imposed by Nebraska Revised Statutes, Sections 86-1401 through 86-1410, as applicable to each customer as follows:

- A. Total Monthly Intrastate Charges per Invoice multiplied by 6.95%
- B. This percentage applies for the period from July 1, 1999 through June 30, 2000 and is subject to change pursuant to Commission order.



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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.4 Customer Loyalty Plans

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 011 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 011 Communications originated from and terminated to locations within this state whenever or 011 Communications determines that but for the availability of these rates, 011 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").

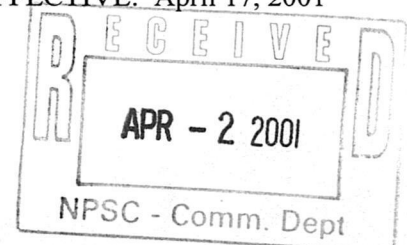
The following terms and conditions must exist for any CLP to be valid.

- 3.4.1 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.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 CLPs are available for all published rates.
- 3.4.5 Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by 011 Communications, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this section 3.4.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.4 Customer Loyalty Plans (Cont'd)

3.4.6 All of the conditions set forth in sections 3.4.1 through and including this section 3.4.6 must exist in order to qualify for the following Customer Loyalty Plans. 011 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 011 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 tariffed by 011 Communications prior to institution of the first billing for services under the applicable Customer Loyalty Plans.

3.4.7 Customer Loyalty Plans I and II

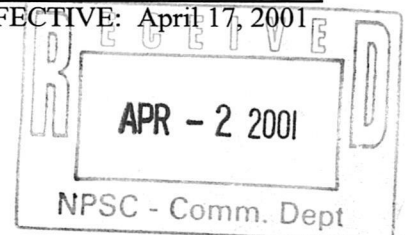
A. Customer Loyalty Plan I. 011 Communication's Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.4.7.A.2 will receive a credit on their 13th invoice as provided following.

1. 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 twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
2. **Eligibility.** To be eligible for the 13th invoice free bonus, each Customer must:
 - (a) have initiated service under 011 Communications;
 - (b) have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - (c) have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
 - (d) have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's thirteenth invoice; and
 - (e) pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 3.4.7.A.1, preceding.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.4 Customer Loyalty Plans (Cont'd)

3.4.7 Customer Loyalty Plans I and II (Cont'd)

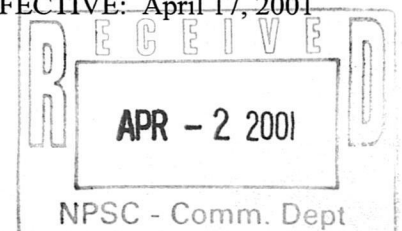
B. Customer Loyalty Plan II. 011 Communications Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in 3.4.7.2.2 will receive a credit on their 9th invoice as provided following.

1. 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.
2. **Eligibility.** To be eligible for the 9th invoice free bonus, each Customer must:
 - (a) have initiated service under 011 Communications;
 - (b) have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
 - (c) have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
 - (d) have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's ninth invoice; and
 - (e) pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 3.4.7.B.1, preceding.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.4 Customer Loyalty Plans (Cont'd)

3.4.8 Billing Option.

Where Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications Service and its associated Customer Loyalty Plans, Company may base its rates on a minimum call duration having a different value instead of the standard minimum call duration set forth in sections 3.1.3.A and 3.1.3.B preceding. Additional terms and/or conditions, such as term and/or volume commitments may apply. In such event, such terms and/or conditions shall be tarified by Company prior to institution of the first billing for services under the non-standard billing increments as provided herein.

3.4.9 Rate Guarantee

A Customer's rates for Company's 011 Communications Service as tarified herein shall not be subject to any increase for that Customer's first nine (9) invoices. This guarantee is only available to Customers who complete nine consecutive months of 011 Communications service following Customer's commencement of 011 Communications service. Customers whose monthly billing fails to meet the MAC Threshold set forth in section 3.4.7 preceding will however be subject to the shortfall charges as provided therein.

3.4.10 Qualified Minimum Monthly Advantage (QMMA)

When Company determines that in order to save or winback a customer otherwise qualifying for Company's 011 Communications, at customer's option, Company will reduce the Monthly Minimum Usage to \$10.00 per month. Any customer saved or wonback pursuant to this QMMA remains eligible for the Advantage Card Service provided by 9.5 following, but cannot qualify for Advantage Card Service II provided by 9.6 following.

**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.4 Customer Loyalty Plans (Cont'd)

3.4.11 The 8/14-50 Service Credit.

Each 011 Communications Customer meeting the eligibility requirements set forth in 3.4.10.B following, shall receive a 8/14-50 Service Credit calculated in accordance with the following provisions.

A. The 8/14-50 Credit Calculation.

Upon completion of a customer's first seven and then its first thirteen months of consecutive uninterrupted service, credits shall be calculated equal to fifty percent (50%) of the averages of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges). The credit appearing in the customer's eighth invoice shall be calculated at 50% of the average of charges billed in the second through seventh invoices and the credit appearing in the customer's fourteenth invoice shall be calculated at 50% of the average of charges billed in the second through thirteenth invoices.

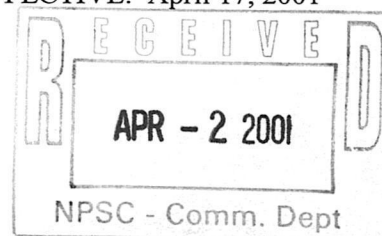
B. Eligibility.

To be eligible for the 8/14-50 Service Credit each Customer must: have initiated service at least 7 months prior to the first day in the period of service covered by Customer's 8th invoice; continue its service through at least 13 months prior to the first day in the period of service covered by Customer's 14th invoice; have no record of nonpayment in any of the preceding consecutive twelve month period of service; have received consecutive and uninterrupted invoices over the preceding seven and thirteen month periods; have selected this credit prior to the first day in the period of service covered by Customer's eighth invoice; pay all charges rendered in Customer's eighth and fourteenth invoices in excess of the amount of the applicable credit as calculated under 3.4.10.A preceding.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont')**

3.4 Customer Loyalty Plans (Cont'd)

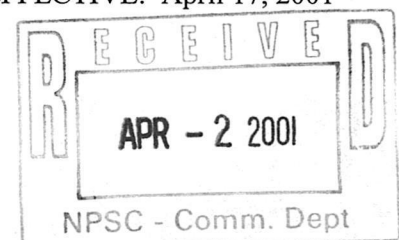
3.4.12 Credit Series for 5th, 11th, 17th, and 23rd Invoices.

- A. Description.** New Customers who meet the eligibility requirements set forth below will receive a series of credits that must be accumulated consecutively through their 5th, 11th, 17th, and 23rd invoices. Each credit when earned will be issued in the invoice immediately following the last invoice in the applicable credit series, namely in the 6th, 12th, 18th, and 24th invoices.
- B. Credit.** Exclusive of calling card charges, fees, taxes, surcharges, assessments, and similar charges, a series of credits equal to the average of the number of previous months' service charges in the applicable qualifying service period shall be issued, first, for the consecutive 5-month period preceding Customer's 6th invoice; second, for the consecutive 11-month period preceding Customer's 12th invoice; third, for the consecutive 17-month period preceding Customer's 18th invoice; and fourth, for the consecutive 23-month period preceding Customer's 24th invoice. Subject to 3.4.12.C following, credits are calculated based on the total of all qualifying service charges incurred for the first period of service through and including the last service month in the applicable credit series.
- C. Eligibility.** To be eligible for credits, each Customer must: have completed the months of service needed to qualify for the applicable credit in the series of service periods, e.g., 5 months for the first credit issued in the 6th invoice; 11 months for the second credit issued in the 12th invoice and so on; have current usage which exceeds the established minimum monthly usage levels for the applicable service as set forth in 3.4.5 preceding; no 60-day or longer outstanding unpaid balance equal to or greater than \$5.00 during that period of service to which the credit applies; have received first 5, 11, 17, and 23 additional consecutive and uninterrupted invoices during the preceding twenty-three-month period; have selected and agreed to the terms of this credit prior to the first day in the period of service covered by Customer's fifth invoice; and pay all charges rendered in Customer's sixth and related twelfth, eighteenth and twenty-fourth invoices in excess of the amount of the applicable credit as calculated under 3.4.12.B, preceding.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.4 Customer Loyalty Plans (Cont'd)

3.4.12 Credit Series for 5th, 11th, 17th, and 23rd Invoices (Cont'd)

- C. Eligibility (Cont'd.).** To confirm eligibility and to activate the credit series offer, Customer must initiate contact with Company's Customer Care on any day in the final month of service covered by Customer's qualifying series of invoices, but no later than the next to last day in the final month for the applicable series. A Customer who meets and continues to meet all other Eligibility requirements except that it does not initiate contact with Customer Care to activate the promotion until a date subsequent to the last day in the final month of service covered by Customer's qualifying series of invoices, will still be entitled to receive the credits for any subsequent series of invoices (e.g., the 12th, 18th, and 24th invoices) provided that at least one Customer initiated contact with Customer Care has been made. Customer will not retroactively receive a credit for any invoices in the applicable series of invoices generated by Company prior to the initial Customer initiated contact.

Example: A Customer who meets all other eligibility requirements, except that it does not initiate the required contact with Customer Care prior to the last day in the final month of service covered by Customer's qualifying series of invoices, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 3.4.12.B, preceding, for the 11th, 17th, and 23rd invoices; but will not retroactively receive the 5th invoice credit to which it would otherwise have been entitled.

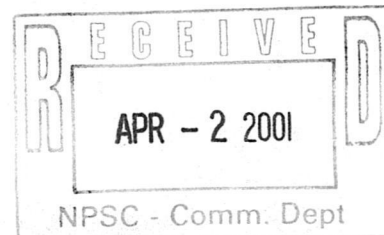
- D. Limitations and Disclaimers.** This offer may not be combined with any other offer except as expressly authorized herein. Customers choosing this Credit Series remain eligible for the Referral Credit under section 10.2.7.13 of Company's Tariff F.C.C. No. 4.

Customers must remain subscribed to Company Service for the entire 30-day Period of each month that Credit is given.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.5 Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 3.5.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling up to \$20.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice, and in either event the credit applies through and ending with Customer's seventh invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS Customer ("Bonus Advantage Calling").

3.5.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once an 011 Communications 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). Customers choosing the Qualified Minimum Monthly Advantage under 3.4.10 preceding are not eligible for ACS II.

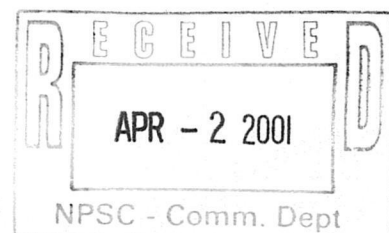
3.5.2 Limitations and Disclaimers - General

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. If earned as specified in 3.5 preceding, the ACS Fixed Advantage Calling will be reflected in Customer's first or second through seventh invoices following commencement of ACS service and the ACS Bonus Advantage Calling will be reflected in Customer's eighth 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.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

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

3.5.2 Limitations and Disclaimers - General (Cont'd)

- D.** Each month's ACS Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E.** Subject to and in accordance with the provisions of Sections 3.4 and 3.4.6 preceding, and the eligibility requirements of 3.5.1 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 3.5.1 preceding.
- F.** An ACS Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G.** An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

3.5.3 Limitations and Disclaimers - Shortfalls

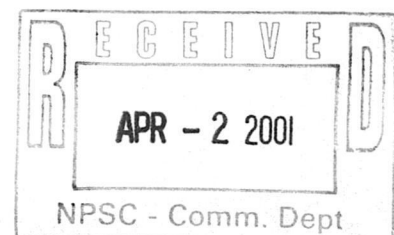
The provisions of Section 3.3.5 preceding apply to the non-calling card charges of an ACS Customer, however, the application of the shortfall provisions of Section 3.3.5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls and be assessed a shortfall of \$8 pursuant to the provisions of Section 3.3.5 preceding.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

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

3.5.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 2: An ACS Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 3.4.5 preceding will be reduced to \$7 (\$20 minimum in 1+ usage per 3.4.5 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under 3.4.5 and this 3.5.3).

Example 3: An ACS Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of section 3.4.5 preceding.

3.5.4 Reinstatement

An ACS Customer which has lost its eligibility for the Fixed Advantage Calling may reinstate its eligibility for the Fixed Advantage Calling 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.

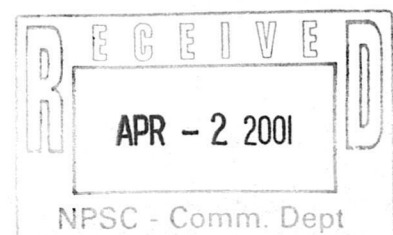
3.5.5 Rates

The rates set forth in Section 3.1.3.B apply to ACS calling card calls.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.6 Advantage Card Service II (ACS II)

Advantage Card Service II (ACS II) is offered to existing and new customers meeting the eligibility requirements set forth in 3.6.1 following. Each ACS II Customer who maintains its eligibility is entitled to free calling card calling up to \$50.00 per month commencing with Customer's first invoice if the ACS Customer incurs ACS charges in the service period covered by the first invoice, otherwise in the second invoice ("Fixed Advantage Calling"). An additional allowance of free calling card calling is provided equal to 50% of the average monthly charges incurred for the ACS II Customer's non-calling card calling billed in the Customer's 2nd through 7th invoices following Customer commencement of service as an ACS II Customer ("Bonus Advantage Calling").

3.6.1 Eligibility

Company's Advantage Card Service II (ACS II) becomes available once an 011 Communications 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).

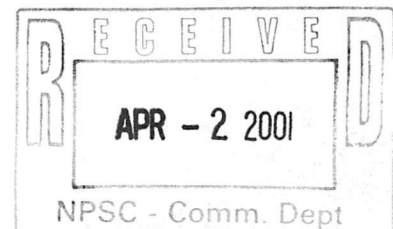
3.6.2 Limitations and Disclaimers - General

- A.** ACS II is offered only in conjunction with Company's interstate and international companion ACS II offerings as tariffed with the FCC.
- B.** If earned as specified in 3.5 preceding, the ACS II Fixed Advantage Calling will be reflected in Customer's first or second and each subsequent invoice following commencement of ACS II service and the ACS II Bonus Advantage Calling will be reflected in Customer's eighth invoice following commencement of ACS II service.
- C.** ACS II 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 II Fixed Advantage Calling is noncumulative (cannot be carried over to any following month or otherwise accumulated).

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.6 Advantage Card Service II (ACS II) (Cont'd)

3.6.2 Limitations and Disclaimers - General (Cont'd)

- E.** Subject to and in accordance with the provisions of Sections 3.4 and 3.4.6 preceding, and the eligibility requirements of 3.6.1 preceding, ACS II 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 II 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 3.6.1 preceding.
- F.** An ACS II Customer must complete a minimum service term of seven (7) invoices with no delinquencies and no bill cycle interruptions in order for its eighth invoice to reflect the applicable Bonus Advantage Calling.
- G.** An ACS II Customer whose service is terminated for cause or which voluntarily terminates Company's service prior to the completion of its minimum service term forfeits all unused credits.

3.6.3 Limitations and Disclaimers - Shortfalls

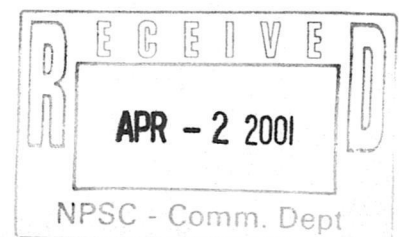
The provisions of Section 3.3.5 preceding apply to the non-calling card charges of an ACS II Customer, however, the application of the shortfall provisions of Section 3.3.5 will not reduce the Fixed Advantage earned for calling card calls and the Customer will be credited with any calling card usage in excess of the total Fixed Advantage available if earned.

Example 1: An ACS II Customer is billed \$12 for 1+ calling in the month of May and makes \$18 worth of calling cards in the same month. The Customer will receive full credit in its June invoice for the \$18 of calling card calls and be assessed a shortfall of \$8 pursuant to the provisions of Section 3.3.5 preceding.

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**SECTION 3 - EXPLANATION OF SERVICES, RATES AND
SPECIAL OFFERINGS (Cont'd)**

3.6 Advantage Card Service II (ACS II) (Cont'd)

3.6.3 Limitations and Disclaimers - Shortfalls (Cont'd)

Example 2: An ACS II Customer is billed \$7 for 1+ calling in the month of October and makes \$26 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its November invoice for the \$26 of calling card calls and will be credited with \$6 in excess of the calling card usage so that the shortfall assessed pursuant to the provisions of Section 3.4.5 preceding will be reduced to \$7 (\$20 minimum in 1+ usage per 3.4.5 - \$7 used = \$13 shortfall - \$6 in excess calling card usage = \$7 shortfall under 3.4.5 and this 3.6.3).

Example 3: An ACS II Customer is billed \$9 for 1+ calling in the month of February and makes \$44 worth of calling cards in the same month. The Customer will receive full credit (\$20) in its March invoice for the \$44 of calling card calls and will not be assessed any shortfall under the provisions of section 3.4.5 preceding.

3.6.4 Reinstatement

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

3.6.5 Rates

The rates set forth in Section 3.1.3.B apply to ACS II calling card calls.

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