

INTERSTATE LONG DISTANCE

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For Residential and Business Customers

PLEASE READ THIS GENERAL SERVICE AGREEMENT CAREFULLY.

This governs the relationship between you and the Company and explains, among other things, the following:

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1. General

Your agreement (Agreement) with the Company consists of this General Service Agreement and the current terms of any optional calling plan, promotion, and/or authorized written communications you have received from the Company. If you have not selected an optional calling plan, all of the Company's Basic Service(s) and Rates (described below) will apply. If you have selected—an optional calling plan, only some of the Company's Basic Service(s) and Rates will apply.

BY ENROLLING IN, USING, OR PAYING FOR COMPANY SERVICES, YOU AGREE TO THE RATES, CHARGES, AND TERMS AND CONDITIONS IN THIS AGREEMENT. IF THIS AGREEMENT IS NOT ACCEPTABLE TO YOU, DO NOT USE THE SERVICES AND NOTIFY THE COMPANY IMMEDIATELY AT (660) 644-5411.

The Company may change this Agreement at any time. Any changes to your Interstate Dial 1 rates will become effective only after the Company notifies you at least 15 days in advance of such change through one of the following means: (i) by postcard or letter; (ii) by a message with your invoice; (iii) by calling and speaking to you or by leaving a message for you; or (iv) by e-mail, with your consent. Written notice to you will be sent to your last known address as reflected in the Company's records. Written notice is deemed received 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed according to the address in the Company's records. At a minimum, changes to any other rates, charges, or terms or conditions in the Agreement will be published on the Company's website at least 15 days in advance of such change and will be incorporated by reference into this Agreement.

For purposes of the Agreement, "you" means the customer, defined as either (i) the person identified in the Company's account records as responsible for payment of all charges; or (ii) any other person with actual or apparent authority to represent that person or to use the service(s).

This Agreement covers your state-to-state service(s) and charges. To the extent permitted by law, this Agreement also covers the Company's local or intrastate service(s) and charges, and the Company's dial around service(s) and charges, where the Agreement's provisions relating to these services and charges are not in conflict with applicable tariffs filed with state or federal agencies.

The rates and charges found in the Agreement are effective as of August 1, 2001 and are subject to change. For your most current rates and charges, the most current version of this General Service Agreement, or if you have questions about your services, please visit our website at www.ghc.com or call us at (660) 644-5411.

2. Rules and Regulations

(A) Cancellation by the Customer

Service may be canceled by the Company promptly upon receipt of a cancellation request from the Customer. This request does not need to be in any particular form. Upon cancellation, a final bill will be prepared. Customers will be informed to use access codes from other carriers in order to avoid additional charges by the Company until a primary inter-exchange carrier order is processed by the local exchange company.

(B) Toll-Free Numbers

- (1) The Company will make every effort to reserve "800/888/877" toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested "800/888/877" number(s) will be available or assigned to the Customer requesting the number.
- (2) If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in "800/888/877" service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- (3) "800/888/877" numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will honor Customer requests for change in Resp Org or "800/888/877" service provider for "800/888/877" numbers dedicated to the sole use of that single Customer.

(C) Customer Complaints

A Customer may complain to the Company in person, by telephone, or in writing. Upon receipt of a Customer complaint, the Company shall promptly investigate the matter. Records shall be maintained for two (2) years from the date of resolution of the complaint. If a complaint is not resolved, the Company shall inform the Complainant of his/her right to file a complaint with the Commission and shall give the Complainant the address and telephone number of the Commission.

(D) Customer's Contact

The Company shall permit all Customers to contact the Company's representative without charge from their primary exchange.

3. Use of Operator Services

(A) General

The rates and regulations contained in this tariff do not apply to services provided by a local exchange company or other common carrier for use in accessing the services of the Company.

Estimates of Operator Assisted Traffic:

- Day: 1,254 messages annually
Evening: 942 messages annually
Night: 878 messages annually

(B) Responsibilities of the Company

As an operator services provider, Company shall:

- (1) identify itself, audibly and distinctly, to the consumer at the beginning of each telephone call and before the consumer incurs any charge for the call;
- (2) permit the consumer to terminate the telephone call at no charge before the call is connected;
- (3) disclose immediately to the consumer, upon request and at no charge to the consumer:
 - (a) a quote of its rates or charges for the call;
 - (b) the methods by which such rates or charges will be collected; and
 - (c) the methods by which complaints concerning such rates, charges, or collection practices will be resolved;
- (4) ensure, by contract or tariff, that each aggregator for which such provider is the pre-subscribed provider of operator services is in compliance with the requirements of paragraph 3(C)(1) through 3(C)(3) following;
- (5) withhold payment (on a location-by-location basis) of any compensation, including commissions, to aggregators if such provider reasonably believes that the aggregator is blocking access to Interstate common carriers in violation of paragraph 3(C)(2) following;
- (6) not bill for unanswered telephone calls in areas where equal access is available;
- (7) not knowingly bill for unanswered telephone calls where equal access is not available;
- (8) not engage in call splashing, unless (1) the consumer requests to be transferred to another provider of operator services, (2) the consumer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and (3) the consumer then consents to be transferred.

(C) Responsibilities of the Subscriber

A subscriber to the operator services described herein (commonly referred to as aggregators, such as hotels and hospitals) shall:

- (1) post on or near the telephone instrument, in plain view of Consumers,

- (a) the name, address, and toll-free telephone number of the Provider of Operator Services; and
- (b) a written disclosure that the rates for all operator-assisted calls are available on request and that Consumers have a right to obtain access to the Interstate common carrier of their choice and may contact their preferred Interstate common carriers for information on accessing that carrier's service using that telephone; and
- (c) the name and address of the enforcement division of the Commission to which the Consumer may direct complaints regarding Operator Services; and

(2) ensure that each of its telephones pre-subscribed to a Provider of Operator Services allows the Consumer to use "800", "888", "877" and "950" access code numbers to obtain access to the Provider of Operator Services desired by the Consumer; and

(3) ensure that no charge by the Aggregator to the Consumer for using "800", "888", "877" or "950" access code numbers is greater than the amount the Aggregator charges for calls placed using the Pre-subscribed Provider of Operator Services.

4. Liability of the Company

(A) The Company shall be indemnified and held harmless by the Customer against:

(1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material transmitted over the Company's facilities; and

(2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and

(3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

(B) The Company shall be indemnified and held harmless from any and all loss, claims, demands, suits, or other action, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use that is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

(C) The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service, and not caused by the negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period during which the call was affected. No other liability shall in any case attach to the Company.

(D) The Company and/or Customer shall not be liable to the other for any failure of performance due to causes beyond its control, including fire, flood, epidemic, earthquake, other acts of God, explosion, strike or other labor disputes, riot or civil disturbance, war (whether declared or undeclared) or armed conflict, failure of common carrier or "carrier's carrier" or municipal ordinance, any state or federal law, governmental order or regulation or order of any court, or any other occurrence not within the control of Carrier or Customer, as the case may be.

5. Use of Service

Interstate Long Distance Message Telecommunications Service (LDMTS) may only be used to transmit communications of the customer and authorized users in a manner consistent with the terms of this Agreement and the policies and regulations of the Federal Communications Commission (FCC) and local authorities having jurisdiction over the service. It is the responsibility of the Customer to guard and protect against any unauthorized use of any Company issued codes to which billing may be charged.

6. Payment Arrangements

(A) Payment for Service

The Customer is responsible for the payment of all charges for services furnished to the Customer.

(B) Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, or other Local, State and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

(C) Billing and Payment of Charges

The Customer is responsible for payment of all charges incurred by the Customer or users for services furnished to the Customer by Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Usage charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. State and Federal Government agencies may be billed in arrears.

In the event that Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of services in the period in question for billing purposes.

(D) Direct Billing

Green Hills Communications, Inc. may negotiate to provide direct billing to a Customer contingent upon limitations of either the LEC's or Green Hills Communications, Inc.'s billing software.

(E) Billing Disputes

In the event of a dispute between a Customer and Company regarding charges billed by Company, Company will investigate the particular case and report the results thereof to the Customer. During the period that the disputed amount is under investigation, Company will not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill and, if not paid, Company may discontinue service.

(F) Deposits

To safeguard its interests, before a service is furnished, Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

A present Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the customer has had service disconnected during the last twelve (12) months, or has presented a check subsequently dishonored or if it is determined that a customer provided the company with false or incomplete information at the time service was first furnished.

(G) Discontinuance of Service

When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given ten (10) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

(1) For non-compliance with and/or violation of any state or municipal law, ordinance or regulation pertaining to telephone service.

(2) For the use of telephone service for any other property or purpose other than that described in the application.

(3) For failure to meet the Company's credit requirements.

(4) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

(5) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided ten (10) working days written notice is given before termination.

(6) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without ten (10) working days written notice to the Customer. Under no circumstances shall the Customer be terminated before twenty (20) days after the mailing date of the original unpaid bill.

(7) Without notice in the event of a Customer using equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination of refusal. Such notice shall be recorded by the Company and shall include the corrective action to be taken by the Customer or utility before service can be restored or provided.

(8) Without notice in the event of tampering with the equipment furnished and owned by the Company. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination of refusal. Such notice shall be recorded by the Company and shall include the corrective action to be taken by the Customer or utility before service can be restored or provided.

(9) Without notice in the event of unauthorized or fraudulent use of service. Within 24 hours after such termination, the Company shall send written notification to the Customer of the reasons for termination and inform the Customer of his/her right to challenge the termination by filing a formal complaint with the Commission. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his/her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

(10) For failure of the Customer to make proper application for service.

(11) For Customer's breach of the contract for service between the Company and the Customer. The Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination of refusal. Such notice shall be recorded by the utility and shall include the corrective action to be taken by the Customer or utility before service can be restored or provided. A notice will be considered delivered when mailed.

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

Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

(H) Bill Format

Company's monthly bill to each Customer consists of a billing summary of current charges, previous balance due and payments received and call detail pages. The bill includes the Company's name, address and toll-free telephone number.

(I) Late Payment Penalties

A late penalty of 5% may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

7. Application of Rates

(A) Long Distance Message Telecommunications Service (LDMTS)

Long Distance Message Telecommunications Service (LDMTS) is offered on a Direct Distance Dialed Basis or an Operator Assisted Basis. The rates are specified in Sections 8 and 9 following.

The unit of measure used for timing of messages is one-minute increments.

Fractional rates will be rounded to the nearest penny using the conventional rounding method.

(B) Assessment of New Fees

Green Hills Communications, Inc. reserves the right to pass on to its customers all fees, taxes or surcharges assessed by any local, state or federal jurisdiction.

(C) Long Term Service Contract

The Company will consider entering into contractual arrangements with customers for 12 month, 24 month, or longer service periods. It is contemplated that these contractual arrangements will accommodate customers' requirements for specialized services.

8. Measured Usage Charges

(A) Direct Distance Dialed Calls (without calling plan)

Rate:

Peak: \$.24 per minute

Off-Peak, Weekend and Holidays: \$.17 per minute

(B) Rate Periods

The Peak rate period is applicable from 7:00 AM to 6:59 PM Monday thru Friday. The Off-Peak rate period is applicable from 7:00 PM to 6:59 AM Monday thru Friday. The Weekend rate period is applicable from 7:00 PM Friday to 6:59 AM Monday.

(C) Holidays

Holidays are defined as New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

9. Operator Assisted Calls

The rates and charges for operator assisted interstate calls handled by the Company include an operator surcharge applicable on each billed interstate message and the measured usage charges.

The measured usage charges apply to all Operator Assisted Calls and to Customer Dialed or Operator Assisted

Credit Card Calls. The measured usage charges are applied uniformly to residence and business customers as described in Section 8(A) preceding.

(A) Operator Assisted Surcharges

The applicable Operator Assisted Surcharge is assessed on the initial one minute rate period for each intrastate or interstate billed Operator Assisted call (except Directory Assistance). The service charge rate does not vary based on mileage bands nor the rate period.

(1) Directory Assistance - charge per each listing provided (applicable for Direct Dialed Requests, 0- Dialed Requests, 0+ Dialed Requests and Credit Card Calls).

(2) Operator Dialed Calls - charge per each call placed by an operator. Includes Third Number Billed, which allows a call to be billed to a station other than the calling or called station; and Collect Calls, which allows a call to be billed to the called station, if accepted by the called party. Also includes Operator Dialed Calls billed to a Credit Card.

(3) Automated Collect - charge for a collect call made without operator assistance.

(4) Automated Card - charge for a call made from a typical LEC (non-proprietary) calling card without operator assistance.

(5) Operator Station - surcharge applies when calls are completed with the assistance of an operator.

(6) Person to Person - allows the person originating the call to specify the party to be reached.

(7) Operator Access Surcharge - operator is asked to connect to another operator.

(B) Rate Schedule for Operator Assisted Service Charges

The company will pass on to the customer any pay-station surcharges imposed by the regulatory authority.

Service Charges	0+ Rate	0- Rate
Directory Assistance	\$1.20	\$2.20
Automated Collect	\$2.35	\$3.35
Automated Card	\$1.00	\$2.00
Operator-Assisted		
Collect	\$2.35	\$3.35
Billed to Third Party	\$2.35	\$3.35
Person-to-Person	\$4.50	\$5.50
Station-to-Station	\$2.30	\$3.30

10. "800/888/877" Service

(A) Description of Service

Green Hills Communications, Inc.'s "800/888/877" service is a common-line inward telecommunications service allowing a station to receive long distance calls without charge to the caller.

(B) Rates and Charges

The Company may impose a monthly subscription charge as well as a per-minute usage charge for all calls received. The Company will pass on to the customer any pay-station surcharges imposed by the regulatory authority. For an additional charge, customers can receive a monthly message detail listing all telephone calls received.

Usage charge:	\$0.25 per minute
Recurring subscription charge:	\$4.95 per month
Message detail:	\$2.00 per month

The company reserves the right to advertise and implement promotional rates as they see fit.

Prices are subject to change.