



**INTERNATIONAL LONG DISTANCE
RETAIL RATES AND TERMS**

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1. Introduction

This document contains the terms and rates applicable to the provision of International Message Telecommunications Service, as defined herein, by Onvoy, Inc (hereafter referred to as the "Company") from points in the United States to international points. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

2. Definitions

Certain terms used generally throughout this document, particularly those for specialized common carrier communications channels furnished by the Company over its facilities are defined below:

Access Line

A transmission line is a line that connects customers' premises to a Local Exchange Carrier's central office.

Call

A completed connection established between a calling station and one or more called stations.

Called Station

The station (i.e., telephone number) called, or the terminating point of the call.

Calling Station

The originating point of the call.

Central Office

A Central office is a Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel

A path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

Company

Onvoy, LLC

Customer

The person or legal entity that orders service (either directly or through an agent) from the Company and that is responsible for payment of charges for service furnished by the Company.

Exchange

A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

International Direct Dialed Call

An international direct dialed call occurs when it is automatically completed and billed to the calling station from which the call originated, without the automatic or live assistance of an operator.

International Message Telecommunications Service

The furnishing of international switched network services to the customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's points of presence to points in other countries.

Local Exchange Carrier (LEC)

Any telephone company or Company that has been granted a certificate of Public Convenience and Necessity by a State Commission and provides local telephone service to customers within a defined exchange.

Other Common Carrier

A common carrier, other than the Company, which provides domestic or international communications service to the public.

Points of Presence

The sites where the Company provides a network interface with facilities provided by Local Exchange Carriers, Other Common Carrier, or customers for access to the local area network. The Company has Points of Presence located in Plymouth and Minneapolis, Minnesota.

Premises

A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

3. General Information

3.1 Service Description

International Message Telecommunications Service is offered to residential and business customers of the Company to provide international direct dialed calls placed from origination points in the United States to designated countries or areas which are not part of the United States or its territories. . All services are provided subject to the terms and conditions set out in this offering.

3.2 Connection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other common carrier, local exchange carrier or alternate access provider of its election. The Company also reserves the right to purchase call termination and other services from domestic and international Interexchange Carriers. The Company will utilize such services concurrently with its own facilities for the provision of services offered herein.

3.3 Undertaking of the Company

- (a) The Company offers International Message Telecommunications Service to all those who desire to purchase the service from the Company in accordance with the terms and conditions set forth in this document.
- (b) The Company shall provide International Message Telecommunications Service as an integral part of its domestic service offerings. Service is available to any customer subscribing to any of the Company's domestic service offerings on a twenty-four hours per day, seven days per week basis, subject to the availability of the necessary facilities and/or equipment.

3.4 Use of Service

Customers are prohibited from and by their acceptance of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

3.5 Liability of the Company

- (a) The Company's liability, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service in this document, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the charge or proportionate charge to customers for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of customers, or which arise from the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- (b) The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services

received by customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any LEC or other provider. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to customer, the Company's liability shall be limited according to the provisions of Section 3.5(a) above.

- (c) Under no circumstances whatever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
- (d) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company of the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- (e) The Company shall not be liable for any act or omission of any other entity furnishing to the customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the customer or due in whole or in part to the failure of customer-provided equipment or facilities.
- (f) The Company shall not be liable for any damages which Customer may incur as a result of the unauthorized use of Customer's network facilities. Such use includes, but is not limited to, unauthorized access to Customer provided equipment and/or Customer's network. In no event will the Company be liable for security or protection of Customer's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices. Customer shall remain responsible for any charges irrespective of any actual or alleged unauthorized or fraudulent use. The Company shall have the right, but not the obligation, to immediately deactivate Customer's services in the event Company reasonably believes such service is the subject of theft or fraud.

3.6 Allowance for Interruption of Service

If, for any reason, the service is interrupted, the customer will only be charged for the service that was actually used.

3.7 Customer Responsibilities

Customer shall take reasonable measures to protect against fraudulent usage of Company's international services. Customer will be liable for any charges for the use of Company's international service resulting from fraudulent usage or other unauthorized calling. Customer shall notify Company as soon as it is aware of any fraudulent usage occurring. At the Customer's request the Company will attempt to block traffic destined to countries that are known to be target destinations for fraudulent traffic.

4. Payment and Credit Terms

4.1 Payment of Charges

- (a) Customer shall pay for all charges invoiced for usage of the Company's service hereunder. All bills are rendered on a monthly basis, and are payable on the due date specified on such bills, which shall be at least fifteen (15) days from the date of mailing. If the last date for payment falls on a Saturday, Sunday, or bank holiday, or on another day when offices which receive payments are not open to the general public, the due date shall be extended to the next business day.
- (b) Payment may be made in any reasonable manner, including payment by personal check, unless the Customer within the past year has tendered a check which has been returned by a financial institution for a reason for which the customer is at fault. When payment is made by personal check which is returned by a financial institution for a reason for which the customer is at fault, a return check charge will be imposed. The return check charge will not be imposed if the customer stops payment due to a good faith billing dispute.
- (c) Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to customer, shall be charged to and payable by customer in addition to the rates indicated in this document.
- (d) In the event the Company must employ the services of attorneys for collection of charges due under this document, customer shall be liable for all costs of collection, including reasonable attorney's fees.
- (e) It is the intention of the Company to conform strictly to applicable laws.

4.2 Security for Payment

(a) Authorization to Obtain Credit Information

The Company reserves the right to require all customers to establish creditworthiness to its reasonable satisfaction. Upon application for service, customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.

(b) Deposit

Prior to service activation or any permitted assignment, the Company reserves the right to require any customer whose creditworthiness has not been established to the reasonable satisfaction of the Company to make a deposit to guarantee payment of charges. After service activation, if customer's recurring charges are usage sensitive and if customer's actual monthly usage exceeds customer's estimated monthly usage by more than twenty-five percent (25%), a deposit or additional deposit may be required.

- (i) The maximum amount of any security deposit, if required by the Company, shall be the customer's estimated charges for two (2) months service. Deposits may be applied

against any unpaid charges owed by Customer to the Company for international or domestic service.

- (ii) A deposit will be returned by the Company under the following circumstances:

When an application for service has been canceled prior to service activation, the deposit will be applied to any existing charges incurred in accordance with the provisions of this document. The Company agrees to refund the excess portion of the deposit, if any, within thirty (30) days following settlement of customer's account.

Upon discontinuance of service, the Company will refund customer's deposit to the extent that it exceeds any unpaid charges to customer.

- (iii) The unused portion of a deposit may be refunded if customer has demonstrated its creditworthiness by paying each and every bill rendered by the Company for service within the specified payment period for each of the twelve (12) months following the tender of such deposit.
- (iv) The refunding or crediting of customer's deposit in no way relieves customer from complying with all terms and provisions contained in the Company document or from tendering payments when due.

4.3 Denial of Access to International Message Telecommunications Service by the Company

The Company expressly retains the right to immediately deny access to service without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to customer's last known address; or
- (b) Customer acts or omissions constituting a material violation of, or a failure to comply with, any terms stated in this document. Where a violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services, the Company has the discretion to give customer ten (10) days notice of such violation or failure to comply prior to denial of access to service; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- (d) The customer's failure or neglect to tender any additional or required security deposit within ten (10) days of demand by the Company.

4.4 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event customer's service is disconnected by the Company for any of the reasons stated in Section 4.3, customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit shall be applied to all unpaid charges applicable to the service received by the customer.

4.5 Reinstitution of Service

If customer seeks reinstatement of service following denial of service by the Company, customer shall pay to the Company prior to the time service is reinstated: (1) all accrued and unpaid charges, and (2) a deposit per section 4.2(b) in order to reinstate service.

4.6 Discontinuation of Service

The customer's service shall automatically discontinue upon discontinuance of the customer's subscription to the Company's domestic service.

4.7 Billing Disputes

- (a) In the event customer disputes any charges billed by the Company, customer must submit to the Company an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Customer's explanation must be received by the Company within fifteen (15) days of the bill date of the disputed bill. The Company shall consider all relevant and credible information provided by customer as well as any other information reasonably available to the Company, and shall resolve the dispute within thirty (30) days of receipt and determine whether any billing adjustment should be made to customer's account.
- (b) The burden of proof regarding billing adjustments in customer's favor shall be solely upon customer.
- (c) If customer fails to provide an itemized statement and explanation within the time required, or withholds the disputed amount after the Company's resolution of the dispute, customer's account shall be deemed to be past due and unpaid. In such event, the Company shall be entitled to deny customer's service immediately and/or require an additional deposit.

4.8 Right to Back bill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or security of services is inconsistent with the stated uses, intents and purposes of this document or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by a customer.

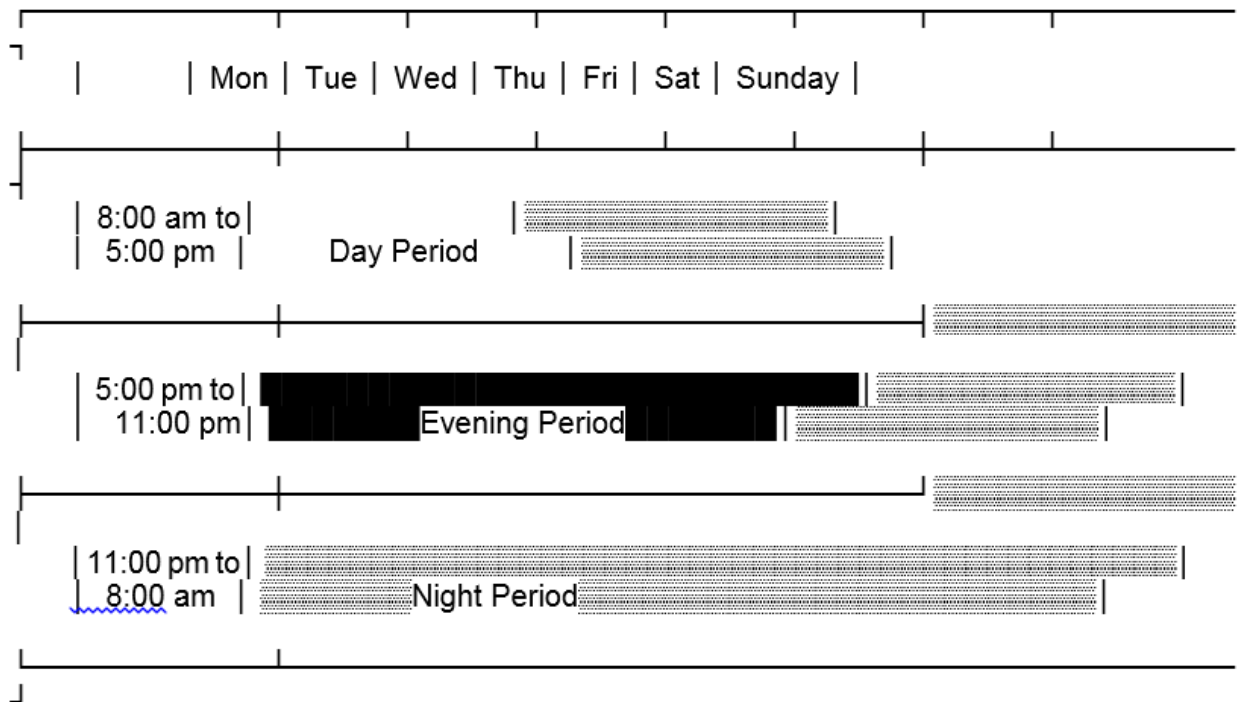
5. Rates for International Message Telecommunications Service

5.1 Types of Offerings

International Direct Dialed calls are available to the destinations and at the rates set forth in Sections 5.3, 5.4 and 5.5. of this document (subject to the availability of facilities and equipment).

5.2 Calculation of Billable Time

- (a) For International Direct Dialed calls chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when the connection is terminated.
- (b) Billing for all rates is in full minute increments, with a one minute minimum. For example, a call with one minute and twelve seconds of chargeable time will be billed at an amount equal to two minutes.
- (c) Day, Evening and Night periods are determined by the local time at the Company's point-of-presence. A rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). Calls originating in one time period and terminating in another will be billed at the rate applicable for each period.



5.3 Rates and Destinations for International Direct Dialed Calls (except Canada and Mexico)

Direct dialed calls to international destinations (except Canada and Mexico) will be priced at the following per-minute rates. The aggregate rate for each completed call is measured and rounded to the next higher cent for billing purposes.

COUNTRY	PER MINUTE RATE	COUNTRY	PER MINUTE RATE
Afghanistan	\$2.23	Cape Verde Islands	\$0.84
Albania	\$0.73	Cayman Islands	\$0.58
Algeria	\$0.66	Central Africa Republic	\$1.40
American Samoa	\$0.93	Chad	\$1.71
Andorra	\$0.52	Chile	\$0.47
Angola	\$2.03	China	\$1.09
Anguilla	\$0.76	Christmas Island	\$0.81
Antarctica	\$0.81	Cocos Island	\$0.27
Antarctica (Scott Base)	\$0.81	Columbia	\$0.74
Antigua (Barbuda)	\$0.66	Congo	\$1.50
Argentina	\$0.68	Cook Island	\$1.84
Armenia	\$1.05	Costa Rica	\$0.77
Aruba	\$0.60	Croatia	\$0.65
Ascension Island	\$1.15	Cuba	\$0.85
Australia	\$0.35	Cyprus	\$0.63
Austria	\$0.42	Czech Republic	\$0.52
Azerbaijan	\$1.67	Denmark	\$0.31
Bahamas	\$0.37	Diego Garcia	\$1.09
Bahrain	\$1.09	Djibouti	\$1.30
Bangladesh	\$1.39	Dominica	\$0.77
Barbados	\$0.75	Dominican Republic	\$0.47
Belarus	\$0.84	Ecuador	\$1.00
Belgium	\$0.38	Egypt	\$1.09
Belize	\$1.07	El Salvador	\$0.80
Benin	\$1.37	Equatorial Guinea	\$1.77
Bermuda	\$0.41	Eritrea	\$1.91
Bhutan	\$1.18	Estonia	\$0.60
Bolivia	\$1.17	Ethiopia	\$1.43
Bosnia-Herzegovina	\$0.84	Faeroe Islands	\$0.48
Botswana	\$0.91	Falkland Islands	\$2.78
Brazil	\$0.75	Fiji Islands	\$1.31
British Virgin Islands	\$0.51	Finland	\$0.35
Brunei	\$0.74	France	\$0.38
Bulgaria	\$0.68	French Guiana	\$0.91
Burkina Faso	\$0.99	French Polynesia	\$1.04
Burma/Myanmar	\$1.73	Gabon	\$1.22
Burundi	\$1.30	Gambia	\$0.84
Cambodia	\$1.81	Georgia	\$1.02
Cameroon	\$1.22	Germany	\$0.35
Canary Islands	\$0.51	Ghana	\$0.82

COUNTRY	PER MINUTE RATE	COUNTRY	PER MINUTE RATE
Gilbert Island	\$1.45	Lithuania	\$1.67
Gibraltar	\$0.68	Luxembourg	\$0.37
Greece	\$0.55	Macao	\$0.92
Greenland	\$0.82	Macedonia	\$0.83
Grenada (incl. Carriacou)	\$0.85	Madagascar	\$1.09
Guadeloupe	\$0.80	Malawi	\$0.96
Guantanamo Bay	\$0.85	Malaysia	\$0.99
Guatemala	\$0.95	Maldives	\$1.15
Guinea	\$1.12	Mali Republic	\$1.54
Guinea Bissau	\$2.00	Malta	\$0.50
Guyana	\$1.21	Marshall Islands	\$0.76
Haiti	\$0.99	Martinique	\$0.88
Honduras	\$0.81	Mauritania	\$0.87
Hong Kong	\$0.59	Mauritius	\$1.03
Hungary	\$0.48	Mayotte Island	\$1.43
Iceland	\$0.59	Micronesia	\$1.46
India	\$1.17	Moldova	\$1.67
Indonesia	\$0.94	Monaco	\$0.43
Inmarsat 871	\$9.51	Mongolia	\$1.77
Inmarsat 872	\$9.51	Montserrat	\$0.90
Inmarsat 873	\$11.45	Morocco	\$0.66
Inmarsat 874	\$11.45	Mozambique	\$0.90
Iran	\$1.34	Namibia	\$2.46
Iraq	\$1.34	Nauru	\$1.43
Ireland	\$0.37	Nepal	\$1.48
Israel	\$0.62	Netherlands	\$0.31
Italy	\$0.40	Netherlands Antilles	\$0.69
Ivory Coast	\$1.62	Nevis	\$0.84
Jamaica	\$0.87	New Caledonia	\$1.28
Japan	\$0.50	New Zealand	\$0.34
Jordan	\$1.57	Nicaragua	\$1.00
Kazakhstan	\$1.67	Niger	\$1.53
Kenya	\$0.93	Nigeria	\$1.09
Kiribati	\$1.45	Niue	\$1.73
Korea, Democratic People's Republic of	\$4.69	Norfolk Island	\$1.73
Korea, Republic of	\$0.63	Norway	\$0.32
Kuwait	\$1.26	Oman	\$1.35
Kyrgyzstan	\$1.67	Pakistan	\$1.48
Laos	\$1.59	Palau	\$1.47
Latvia	\$0.59	Panama	\$0.96
Lebanon	\$1.08	Papua, New Guinea	\$1.07
Lesotho	\$1.18	Paraguay	\$1.10
Liberia	\$0.97	Peru	\$0.95
Libya	\$0.85	Philippines	\$0.73
Liechtenstein	\$0.32	Poland	\$0.57

COUNTRY	PER MINUTE RATE	COUNTRY	PER MINUTE RATE
Portugal	\$0.53	Tajikistan	\$1.67
Qatar	\$1.30	Taiwan	\$0.65
Reunion Island	\$1.06	Tanzania	\$1.15
Romania	\$0.70	Thailand	\$0.99
Russia	\$1.67	Togo	\$1.40
Rwanda	\$1.03	Tonga	\$1.48
San Marino	\$0.68	Trinidad/Tobago	\$0.98
Sao Tome	\$1.59	Tunisia	\$0.79
Saudi Arabia	\$1.17	Turkey	\$0.62
Senegal	\$2.41	Turkmenistan	\$1.67
Seychelles	\$1.73	Turks & Caicos Islands	\$0.86
Sierra Leone	\$1.26	Tuvalu	\$1.20
Singapore	\$0.49	Uganda	\$0.88
Slovakia	\$0.52	Ukraine	\$0.69
Slovenia	\$0.65	United Arab Emirates	\$0.77
Solomon Islands	\$1.38	United Kingdom	\$0.23
Somalia	\$1.58	Uruguay	\$1.04
South Africa	\$0.86	Uzbekistan	\$1.67
Spain	\$0.55	Vanuatu	\$3.49
Sri Lanka	\$1.24	Vatican City	\$0.68
St. Helena	\$1.26	Venezuela	\$0.60
St. Kitts	\$0.79	Vietnam	\$1.36
St. Lucia	\$0.80	Wallis and Futuna	\$0.53
St. Pierre/Miquelon	\$0.80	Western Samoa	\$1.15
St. Vincent/Grenadines	\$0.86	Yemen, Republic of	\$1.08
Sudan	\$0.77	Yugoslavia	\$0.74
Suriname	\$1.45	Zaire	\$0.99
Swaziland	\$0.60	Zambia	\$1.24
Sweden	\$0.25	Zanzibar	\$1.57
Switzerland	\$0.36	Zimbabwe	\$0.77
Syria	\$1.38		

5.4 Rate for Direct Dialed Calls to Canada

Direct dialed calls to Canada will be priced at the following per-minute rates. The aggregate rate for each completed call is measured and rounded to the next higher cent for billing purposes. Calls are rated in billing unit increments of six (6) seconds with a minimum of five billing units for each initiated call.

Canada – Rate per billing unit - \$0.20

5.5 Rates for International Direct Dialed Calls to Mexico

Direct dialed calls to Mexico will be priced at the following per-minute rate. Billing for all rates is in full minute increments, with a one minute minimum. The aggregate rate for each completed call is measured and rounded to the next higher cent for billing purposes.

Mexico rate - \$0.67 per minute