

Interexchange Services Tariff

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1. **Terms and Conditions**

1.1 **Preamble and Acceptance**

Accipiter Communications, Inc. (Accipiter or the Company) provides interexchange telecommunications services (services) in the state of Arizona under the rates, terms and conditions stated herein. Accipiter provides both intrastate and interstate long distance service. These rates, terms and conditions may be modified from time to time. As used herein, "customer" refers to the individual or entity using or paying for the services. By accepting services from the company, the customer accepts these rates, terms and conditions as binding between the customer and the company.

1.2 **Availability of Service**

The Company provides access to facilities, services and equipment over which a customer may transmit voice, data and other communications of their own choosing to interstate and intrastate destinations. Interstate and intrastate long distance services are available for use twenty-four (24) hours a day, seven (7) days a week.

1.3 **Use of Service**

A customer may use the service for any lawful purpose. Any unlawful use of the service is strictly prohibited and may be grounds for immediate termination of service by the Company.

1.4 **Rates and Changes in Rates**

1.4.1 The Terms and Conditions of Service together with the current rates and provisions applicable to a Calling Plan constitute an agreement with Accipiter for any services that a customer purchases from the Company. The rates, terms and conditions govern the relationship between the customer and Accipiter and explains respective legal rights concerning payments, credits, limitations of liability, and other important topics associated with the services provided under the tariff. Rates and other charges and conditions are described in Section II, Services and Rates.

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1. **Terms and Conditions** (Continued)

1.4 **Rates and Changes in Rates** (Continued)

1.4.2 The Company reserves the right to make price changes for services or changes in these terms and conditions upon providing notice. The Company may elect to provide such notice of increases by any reasonable commercial method including, but not limited to the following: postcard or letter mailed to the most recent address on the customer account, bill message, bill insert, email to an address provided by the customer, recorded announcement, posting on the Company website at least 5 days prior to the effective date of the change, a call to the customer's billed telephone number, or newspaper advertisement. A customer agrees to be bound by any change in the rates, terms and conditions of the service unless a customer cancels service as provided for in paragraph 1.12 below prior to the effective date of the change. The Company also maintains updated rates, terms, and conditions in its office located at 2238 West Lone Cactus Dr., Suite 100, Phoenix, AZ 85027 and on its website [www.accipitercom.com](http://www.accipitercom.com).

1.5 **Liability of the Company**

1.5.1 The liability of the Company, if any, for interruption, delays, or failures in transmissions (service problem), whether caused by the negligence of the Company or otherwise, is expressly limited to credits issued by the Company to the customer. No credit will exceed the charges billed by the Company to the customer for the period during which the service problem occurred. The Company may issue a credit when the service problem lasts more than twenty-four (24) hours. The Company reserves the right to require the customer to apply for any such credit in writing. The Company may also deny a customer's request for credit where evidence is inconclusive or the request for credit is otherwise unwarranted or insufficient.

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**1. Terms and Conditions (Continued)****1.5. Liability of the Company (Continued)**

1.5.2 In no event is the Company liable to any person for any cost, damage or harm whatsoever arising from: (a) customer negligence or willful act; (b) the attachment or use of any equipment or wiring by a customer used in conjunction with the service; (c) the use of any facilities of other carriers by the Company in rendering the service to the customer; (d) errors or omissions associated with the customer's telephone number or listing information provided via directory assistance; or (e) any acts beyond the control of the Company including, but not limited to: (i) acts of God, riots, fire, flood or other catastrophe; or (ii) any law, regulation, directive, order to request of any federal or state governmental authority or agency having jurisdiction over the Company. Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, exemplary, or consequential damage.

**1.6 Indemnity**

The customer agrees to indemnify and hold harmless the Company for any liability with respect to any and all claims and damages, of every kind (including specifically special or consequential damages), arising from use of the service. Indemnity of the Company also extends to: (a) any claims or damages arising out of or attributed, directly or indirectly, to service problems; (b) any claims or damages of the owner of the customer premises or equipment; or (c) any other third party claims and damages.

**1.7 No Warranties**

Except as may be expressly set forth herein, the Company makes no warranties express or implied with respect to the provision of its services, and expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

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1. **Terms and Conditions** (Continued)

1.8 **Payment of Charges**

1.8.1 The customer must provide the Company with a name, address and telephone number for billing purposes. Business entities will provide the name of a designated officer or agent. All information provided will be accurate, and the Company has the right to access and verify credit information.

1.8.2 Once service is activated, the customer is responsible for paying all charges associated with the services. The Company will bill for services on a monthly basis based on the usage charges in effect when the call is placed and applicable monthly recurring charges in effect on the last day of the billing cycle. Unless the applicable rates provide otherwise, the Company will bill the customer in whole-minute increments with partial minutes of use rounded up to the next whole minute. Usage charges are billed in arrears. The customer agrees to pay the rates applicable to their services, in addition to any applicable state and federal taxes, fees, and surcharges. Billing is done on the long distance portion of the customer's Local Exchange Telephone Company's service bill and subject to the Local Telephone Company's payment policies, including applicable late payment charges.

1.9 **Calculation of Usage**

Charges for usage-based service offered by the Company begin when the connection is established. Each call completed will have an initial minimum charge of at least one minute, unless a greater or lesser billing increment is specified in the Calling Plan, and any time beyond that minimum will be billed in additional one minute increments.

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1. **Terms and Conditions** (Continued)

1.10 **Billing Disputes**

If a customer believes they have been billed in error, the customer must contact the Company within thirty (30) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than thirty (30) days old. The customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. The Company will notify the customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify the customer that all or a portion of the disputed amount is still owed. The customer will be required to pay this amount within 15 days thereafter, and if the customer fails to pay this amount within the time required, the account will be deemed past due and unpaid. In this event, the Company will be entitled to terminate service immediately without any liability whatsoever and/or require a deposit.

1.11 **Billing Entity Conditions**

When billing for the Company's services is performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges.

1.12 **Termination of Service by the Customer**

Upon providing the Company adequate information as to his/her identity, the customer may terminate service by notifying the Company. All amounts due under the terms and conditions of the service plan selected are immediately due and payable.

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1. **Terms and Conditions** (Continued)

**1.13 Termination of Service by the Company**

The Company may immediately terminate or withhold service without incurring any liability whatsoever for the following reasons: (a) nonpayment of any sum due for service where charges remain unpaid following written notice of nonpayment from the Company mailed to the last known address; (b) acts or omissions which constitute, in the reasonable opinion of the Company, a violation of or a failure to comply with any term of this contract, and where such violation or failure to comply with a term of this contract threatens to interfere with the Company's operations or its furnishing of service to, or the use of service by, another customer of the Company; (c) the implementation of any order of a court of competent jurisdiction, or of a federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing service; (d) failure or neglect to tender any required or additional deposit within 7 days of demand by the Company; or (e) where the Company reasonably deems partial or complete termination of service is necessary to prevent unlawful use of its service.

**1.14 Unpaid Service Charges after Termination**

In the event service is terminated for any of the reasons stated herein, the customer will remain responsible for all unpaid service charges due and owed to the Company. The Company will have the right to apply any deposit and any accrued interest to all cancellation charges and to all associated outstanding charges associated with service. If a customer seeks reinstatement of service following a partial or complete termination of service by the Company, a customer must pay all accrued and unpaid charges to the Company prior to the time service is reinstated.

**1.15 Fraud Control Prevention**

Toll usage that exceeds greater than normal usage on a customer's account within a 36 hour period may be reviewed by the Company and if warranted, the customer will be alerted of the abnormal activity by phone and certified mail. The Company has the discretion to toll block the account, if the Company suspects that toll fraud may be involved and the customer does not respond to the Company by the following business day after notice has been provided.

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1. **Terms and Conditions** (Continued)

**1.16 Testing and Inspections**

Without incurring any liability whatsoever, the Company may, at any time, interrupt the provision of service in order to perform tests and inspections to assure compliance with this tariff and/or the proper installation and operation of either the customer's equipment and facilities or the Company's equipment and facilities. The Company may continue such interruption until any noncompliance or improper equipment or facilities identified is corrected.

**1.17 Not a Waiver of Requirements**

Based on the circumstances presented, the Company may waive certain of the requirements stated herein. Such a waiver will be limited to that set of specific circumstances and will not eliminate the customer's obligation to continue to comply with the terms and conditions stated herein.

**1.18 Definitions**

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

**Collect Station-to-Station** - A call is completed via an operator on a station-to-station basis wherein calls will be billed to the called station upon verbal acceptance of the call charges.

**Collect Person-to-Person** - A specific person, extension number or department is requested by the calling party using operator assistance. Calls will be billed to the specific station called upon verbal acceptance of the call charges.

**Calling Card Station-to-Station** - Refers to call completion assistance via an operator on a station-to-station basis wherein calls will be billed to the person originating the call using a LEC issued calling card.

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1. **Terms and Conditions** (Continued)

1.18 **Definitions** (Continued)

**Calling Card Person-to-Person** - Refers to situations wherein a specific person, extension number or department is requested by the calling party using Accipiter operator assistance.

**Directory Assistance** - Refers to a service that provides access to an operator for the purpose of obtaining telephone number information. Directory assistance calls are billed on a per inquiry basis. The customer may request up to two numbers per request to Customer Service.

**Monthly Recurring Charge** - The charge payable each month by the customer to the Company for services provided on a continuous basis to the customer.

**Third Party Number Billed Person-to-Person** - Refers to call completion assistance via an operator wherein a specific person, extension number or department is requested by the calling party. Calls will be billed to a party other than the calling-from or calling-to parties.

**Third Party Number Billed Station-to-Station** - Refers to call completion assistance via an operator on a station-to-station basis wherein calls will be billed to a party other than the calling-from or calling-to parties.

**Toll Blocking Service** - Restricts the customer line from making 0+ and 1+ calls.

**Usage Charges** - A usage charge is a per-minute charge for long distance calls placed by a customer. Charges for usage-based service offered by the Company begin when the connection is established. Each call completed will have an initial minimum charge of at least one minute, unless a greater or lesser billing increment is specified in the Calling Plan, and any time beyond that minimum will be billed in additional one minute increments.

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2. Services and Rates

2.1 Zona provides long distance service to telephone subscribers within the Phoenix LATA. Long distance service, packages and promotional offerings require subscription to Zona's local telephone service.

Zona's **Basic Long Distance Rate** is \$0.10 per minute with no monthly fees.

2.2 **Long Distance Package Calling Plans**

Zona offers the following packaged calling plans to residential and business customers whereby subscribing customers receive a discount on qualified long distance usage.

2.2.1 **Value Pack 250**

Per minute usage rate for Direct Dialed (1+) calls in excess of the first 250 minutes in a month will be \$.07 per minute for calls within the U.S. (includes Alaska and Hawaii).

The recurring fee is \$15.00 per month.

2.2.2 **Value Pack 500**

Per minute usage rate for Direct Dialed (1+) calls in excess of the first 500 minutes in a month will be \$.05 per minute for calls within the U.S. (includes Alaska and Hawaii).

The recurring fee is \$25.00 per month.

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2. Services and Rates (Continued)

2.2 Long Distance Package Calling Plans (Continued)

2.2.3 Zona Unlimited Long Distance Plan (T)

Zona's Unlimited Long Distance Plan is available to those residential customers who subscribe to Zona's residential local service packages or other packages, as may, from time to time, be developed. Zona's Unlimited Long Distance Plan calling scope includes only the 50 states of the United States. (T)

Zona's Unlimited Long Distance Plan cannot be used for long distance access to autodialing, chat room calls, data devices, fax machines, Internet, mass communication, telemarketing, and 900 or 976 type numbers. Zona reserves the right to discontinue service to customers on the Calling plan that are determined to have long distance calling patterns that are atypical of normal residential customer usage. (T)

The maximum rate for the Zona Unlimited Long Distance Plan is \$35.95 per month. The current rate is \$20.00 per month. If a customer exceeds what the Company considers to be a normal amount of residential toll usage in any month, the residential customer may be billed a rate up to \$0.10/minute above the typical usage amount. (T)

This plan is not to be combined with any other discount plans for the same customer with multiple lines.

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### 2. Services and Rates (Continued)

#### 2.3 Promotional Rates

The Company from time to time may offer promotional discounts. Such discounts will be for a specified period of time and will be offered to all qualifying customers.

##### 2.3.1 Promotional Rate – Basic Long Distance

Until December 31, 2015, Zona will offer the promotional rate of \$.05 per minute with no monthly fee on Basic Long Distance Service. (T)

#### 2.4 Operator Assisted Calls:

	<u>Call Placement Charges or Connection Fees</u>
Operator-Assisted	
Station-to-Station	\$3.80
Collect	\$3.80
Calling Card	\$3.00
Third Party	\$3.80
Person-Person	\$6.00
Collect	\$6.00
Calling Card	\$6.00
Third Party	\$6.00
Operator Dialed Surcharge	\$3.80
Automated Card	\$4.99
Automated Collect	\$6.50

#### 2.5 Directory Assistance Service:

	<u>Rate Per Call</u>
Residential	\$0.25
Business	\$0.25
National	\$1.25
Directory Assistance Call Completion (Automatic) *	\$0.35

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2. Services and Rates (Continued)

2.6 Miscellaneous Operator Services:

	<u>Rate</u>
Busy Line Verification	\$3.00
Emergency Interrupt	\$6.00

\*Directory assistance call completion is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator.

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