

February 1, 2002

INTERSTATE AND INTERNATIONAL TELECOMMUNICATIONS SERVICES
RATES, TERMS & CONDITIONS PROVIDED BY

CUSTOM TELECONNECT, INC.

This RTC includes the terms, conditions, services and rates for the provision of interstate and international telecommunications service by Custom Teleconnect, Inc. between points within the United States and foreign locations and locations in the United States and between the contiguous United States and Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, and all United States territories.

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SECTION 1 - INTRODUCTION

This Rates, Terms & Conditions Agreement provides you with guidelines for using our interstate and international long distance Services. This Agreement governs the relationship between you and Custom Teleconnect, Inc. and explains your respective legal rights concerning all aspects of our relationship.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

By subscribing to and using our Services, you agree to abide by the terms and conditions of this Agreement. If you are an existing customer, your continued use of or subscription to our Services represents your acceptance of these terms and conditions of service. If you do not agree to the terms and conditions set forth in this Agreement, please contact us prior to using our services

You may cancel Service at any time without incurring early termination fees. Customers who do not agree to the terms and conditions set forth in this Agreement must contact us to discuss termination options.

1-800-672-9080

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SECTION 2 - REGULATIONS

2.1 Undertaking of Custom Teleconnect, Inc.

Custom Teleconnect's services and facilities are furnished for communications originating at specified points within the United States and terminating to foreign locations served by the Company under terms of this RTC.

Custom Teleconnect provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this RTC. Custom Teleconnect 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 Custom Teleconnect services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this RTC may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this RTC.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this RTC, or in violation of law.
- 2.3.3** 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.

2.4 Assignment and Transfer

All facilities provided under this RTC are directly or indirectly controlled by Custom Teleconnect and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this RTC shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Liabilities of the Company

- 2.5.1** The liability of the Company for any 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 RTC shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this RTC, 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this RTC, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Authorization Codes issued for use with the Company's services.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service

2.6.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number (s) or incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this RTC.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two (2) months' estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.6.3 Advance Payments

The Company does not require Advance Payments.

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.6.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.6 Billing Dispute

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll-free number: 1-800-672-9080.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

- 2.7.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this RTC, but shall be listed as separate line items on the Customer's bill for services paid for in arrears.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this RTC.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Refunds or Credits for Service Outages or Deficiencies

2.8.1 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 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). 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, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment 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.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Custom Teleconnect will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance, or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to Custom Teleconnect or its agents for the purpose of inspection and maintenance of equipment owned by Custom Teleconnect or its agents.
- E.** For noncompliance with or violation of Commission regulation or Custom Teleconnect's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Custom Teleconnect's equipment or service to others.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 (Cont'd.)

- G.** Without notice in the event of tampering with the equipment or services owned by Custom Teleconnect or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Custom Teleconnect may, before restoring service, require the Customer or Subscriber to make, at his or 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.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Interconnection

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

2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. 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 Custom Teleconnect's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.14 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.14.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.14.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.14.3 The requirements of 2.14.1 and 2.14.2 are waived for broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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SECTION 3 - SERVICE AND RATE DESCRIPTION

3.1 General

Custom Teleconnect provides operator services for service within the United States and between the United States and foreign locations, as specified herein.

Customers are charged individually for each call placed through the Company's network. Usage rates, per call service charges, and monthly fees may apply. Call timing is defined in the description for each service. Service is available twenty-four (24) hours a day, seven (7) days per week.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.2 Debit Card Service

Debit Card Service allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the debit card. The Company has the right to restrict the geographic distribution of its Debit Cards.

3.2.1 Terms and Conditions of Service

- A.** All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- B.** Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C.** All calls must be charged against a Debit Card that has sufficient Available Usage Balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the Available Usage Balance on the Debit Card is insufficient to continue the call.
- D.** The Customer may set an expiration period of thirty (30) days or any thirty day interval not to exceed one year, at the time of purchase. The unused portion of the card will be credited if a Customer request is made to the Company's Customer Service organization.
- E.** The Company does not refund any unused balances in a Debit Account.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.2 Debit Card Service, (Cont'd.)

3.2.2 Discontinuance of Service

Debit Card Service may also be discontinued or refused without notice for the following conditions:

- A.** For non-payment of any amount past due to the Company by the Customer, including non-payment of a Debit Account Renewal of a fully-depleted balance.
- B.** When the Available Usage Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- C.** When the established expiration date of the Debit Account is reached.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.2 Debit Card Service, (Cont'd.)

3.2.3 Description

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trademark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end-users.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Debit Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.2.4 Rates

Rate Per Minute: \$0.36

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.3 Miscellaneous Rates and Charges

3.3.1 Public Telephone Surcharge

An undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard RTC usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call:	\$0.45
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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services

International Operator Assisted Calling is available for use by transient end users from Aggregator locations. Each operator assisted call incurs a per call Operator Service Charge and Location Surcharge in addition to per-minute usage charges. Operator service charges are not discounted for time of day.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd)

3.4.1 Non-Subscriber Service

A Non-Subscriber Service Charge is applicable to all operator services calls billed to residential lines which are presubscribed to an interexchange carrier other than the Company, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to interstate calls.

The Non-Subscriber Service Charge does not apply to conference calls, calls to 411 Directory Assistance, or toll free or 900 telephone numbers, calls using Telecommunications Relay Service, Customers with disabilities or calls billed to residential lines which have discontinued presubscriptions to the Company but for whom an active billing record still exists in the Company's billing system.

The Non-Subscriber Service Charge applies in all local exchange areas where billing is available and will be implemented in all remaining local exchange areas as billing becomes available.

Per Call Charge:	\$5.00
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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination

The following schedule is used to rate calls between stations in the U.S. mainland and stations in the countries specified. Schedule A - International Calling Service usage rates apply to operator-assisted calls made by consumers from a location served by Custom Teleconnect. Where operator assistance is used, a per-call operator assistance charge and a location surcharge apply in addition to the usage charges. The minimum initial period for each call is three (3) minutes. After the initial period, calls are billed in full minute increments.

A. Per Minute Rates

Country Code	International Country/Area	Rate Per Minute
93	Afghanistan	\$13.25
355	Albania, Republic of	\$9.71
213	Algeria	\$5.71
684	American Samoa	\$6.63
376	Andorra	\$4.33
244	Angola	\$10.89
264	Anguilla	\$4.30
672	Antarctica (Casey Base)	\$16.54
672	Antarctica (Scott Base)	\$6.70
268	Antiqua (Including Barbuda)	\$3.99
54	Argentina	\$5.53
374	Armenia	\$8.67
297	Aruba	\$3.77
247	Ascension Island	\$7.24
61	Australia	\$4.59
43	Austria	\$4.11
994	Azerbaijan	\$8.63

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
242	Bahamas	\$3.34
973	Bahrain	\$5.85
880	Bangladesh, People's Republic of	\$10.70
246	Barbados	\$4.02
375	Belarus	\$8.78
32	Belgium	\$4.23
501	Belize	\$4.81
229	Benin, Republic of	\$5.43
441	Bermuda	\$3.73
975	Bhutan	\$12.21
591	Bolivia	\$5.15
387	Bosnia-Herzegovina, Republics of	\$4.82
267	Botswana	\$5.06
55	Brazil	\$5.49
284	British Virgin Islands	\$3.81
673	Brunei	\$6.32
359	Bulgaria	\$5.63
226	Burkina Faso	\$8.58
257	Burundi	\$10.69
855	Cambodia	\$11.06

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
237	Cameroon, Republic of	\$5.85
238	Cape Verde Islands	\$7.38
345	Cayman Islands	\$3.84
236	Central African Republic	\$10.54
235	Chad, Republic of	\$11.75
56	Chile	\$4.03
86	China, People's Republic of	\$7.66
61	Christmas Island	\$12.29
	Cocos Island	\$12.29
57	Colombia	\$5.59
269	Comoros, Federal and Islamic Republic of	\$11.26
243	Congo, Democratic Republic of (Formerly Zaire)	\$5.43
242	Congo, Republic of	\$8.96
682	Cook Islands	\$12.81
506	Costa Rica	\$4.62
385	Croatia, Republic of	\$4.81
53	Cuba	\$4.17
357	Cyprus	\$4.94
420	Czech Republic	\$5.01

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
45	Denmark	\$4.04
246	Diego Garcia	\$9.89
253	Djibouti, Republic of	\$8.14
767	Dominica	\$4.88
809	Dominican Republic	\$4.02
56	Easter Island	\$6.63
593	Ecuador	\$5.43
20	Egypt, Arab Republic of	\$6.08
503	El Salvador	\$4.56
240	Equatorial Guinea, Republic of	\$10.88
291	Eritrea	\$6.89
372	Estonia	\$9.63
251	Ethiopia	\$6.01
298	Faeroe Islands	\$3.99
500	Falkland Islands	\$9.30
679	Fiji Islands	\$7.59
358	Finland	\$4.23
33	France	\$3.61
596	French Antilles(Martinique, St. Barthelemy & St. Martin)	\$3.82

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
594	French Guiana	\$4.62
689	French Polynesia (Inc'g the Islands of Moorea & Tahiti)	\$6.96
241	Gabon Republic	\$5.85
220	Gambia	\$5.46
995	Georgia	\$8.75
49	Germany, Fed Rep (Inc'g former German Dem Rep)	\$3.60
233	Ghana	\$6.02
350	Gibraltar	\$5.37
30	Greece	\$5.71
299	Greenland	\$4.89
473	Grenada (Including Carriacou)	\$4.13
590	Guadeloupe	\$3.84
53	Guantanamo (U.S. Naval Base)	\$3.29
502	Guatemala	\$5.02
245	Guinea, Republic of	\$6.89
224	Guinea-Bissau	\$11.47
592	Guyana	\$5.92
509	Haiti	\$4.65
504	Honduras	\$5.16

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
852	Hong Kong	\$5.43
36	Hungary	\$4.60
354	Iceland	\$4.72
91	India	\$7.67
62	Indonesia	\$6.63
98	Iran	\$6.67
964	Iraq	\$8.53
353	Ireland	\$3.73
972	Israel	\$5.37
39	Italy	\$4.15
225	Ivory Coast, Republic of	\$6.90
876	Jamaica	\$4.26
81	Japan (Including Okinawa)	\$4.73
962	Jordan	\$5.56
7	Kazakhstan	\$8.53
254	Kenya, Republic of	\$5.90
586	Kiribati	\$9.89

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
82	Korea, Democratic People's Republic of	\$14.16
850	Korea, Republic of	\$4.94
965	Kuwait	\$5.17
7	Kyrgyzstan	\$8.42
856	Laos	\$15.91
371	Latvia	\$8.70
961	Lebanon	\$9.40
266	Lesotho	\$5.40
231	Liberia	\$5.56
218	Libyan Arab People's Socialist Jamahiriya	\$5.85
41	Liechtenstein	\$4.15
370	Lithuania	\$8.61
352	Luxembourg	\$4.11
853	Macao	\$7.41
389	Macedonia, Former Yugoslav Republic of	\$4.94
261	Madagascar, Republic of	\$11.64
265	Malawi	\$4.97
60	Malaysia	\$6.41
960	Maldives, Republic of	\$9.63

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
223	Mali, Republic of	\$7.59
356	Malta	\$5.67
692	Marshall Islands	\$6.86
222	Mauritania, Islamic Republic of	\$8.13
230	Mauritius	\$9.58
269	Mayotte Island	\$8.96
	Mexico	See End of Table
691	Micronesia, Federated States of	\$6.33
373	Moldova	\$7.59
377	Monaco	\$3.58
976	Mongolia	\$12.43
664	Montserrat	\$4.59
212	Morocco, Kingdom of	\$5.49
258	Mozambique	\$9.71
95	Myanmar	\$16.78
264	Namibia	\$5.38
674	Nauru	\$10.96
977	Nepal	\$9.20
31	Netherlands	\$2.80

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
599	Netherlands Antilles (Bonaire, Curacao, Saba, St. Eustatius and St. Maarten)	\$4.03
687	New Caledonia	\$7.45
64	New Zealand (Including Chatham Island)	\$5.17
505	Nicaragua	\$4.55
227	Niger, Republic of	\$7.68
234	Nigeria, Federal Republic of	\$4.59
683	Niue	\$11.47
672	Norfolk Island	\$13.72
47	Norway (Including Svalbard)	\$3.61
968	Oman	\$5.82
92	Pakistan	\$11.12
680	Palau, Republic of	\$9.96
507	Panama, Republic of	\$4.65
675	Papua New Guinea (Admiralty Islands, Bougainville, New Britain and New Ireland)	\$6.33
595	Paraguay	\$6.41
51	Peru	\$5.29
63	Philippines	\$6.11

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
44	Pitcairn Island	\$9.84
48	Poland, Republic of	\$4.25
351	Portugal (Including Azores and Madeira Islands)	\$4.76
974	Qatar	\$6.02
262	Reunion Island	\$7.76
40	Romania	\$6.29
7	Russia	\$8.78
250	Rwanda	\$8.62
378	San Marino	\$4.34
239	Sao Tome	\$10.73
966	Saudi Arabia	\$5.90
221	Senegal Republic	\$6.58
248	Seychelles Islands	\$10.44
232	Sierra Leone	\$7.40
65	Singapore, Republic of	\$5.17
421	Slovakia	\$4.68
386	Slovenia, Republic of	\$5.08

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
677	Solomon Islands	\$9.85
252	Somali Republic	\$10.23
27	South Africa, Republic of	\$4.62
34	Spain (Including Balearic Islands, Canary Islands, Ceuta, and Melilla)	\$4.65
94	Sri Lanka, Democratic Socialist Republic of	\$9.57
290	St. Helena	\$9.97
869	St. Kitts/Nevis	\$4.26
758	St. Lucia	\$4.15
508	St. Pierre & Miquelon	\$3.67
809	St. Vincent & The Grenadines	\$4.23
249	Sudan	\$10.41
597	Suriname, Republic of	\$7.29
268	Swaziland	\$5.49
46	Sweden	\$3.63
41	Switzerland	\$3.91
963	Syrian Arab Republic	\$8.83
886	Taiwan	\$5.85

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
7	Tajikistan	\$8.45
255	Tanzania	\$6.01
66	Thailand	\$6.27
228	Togo, Republic of	\$6.32
676	Tonga Islands	\$8.49
868	Trinidad & Tobago, Republic of	\$4.39
216	Tunisia	\$5.43
90	Turkey	\$5.38
993	Turkmenistan	\$8.40
649	Turks & Caicos Islands	\$4.15
688	Tuvalu	\$13.46
256	Uganda	\$6.03
380	Ukraine	\$8.75

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

Country Code	International Country/Area	Rate Per Minute
971	United Arab Emirates (Abu Dhabi, Ajman, Dubai, Fujairah, Ras al Khaimah, Sharjah, and Umm al Qaiwain)	\$5.15
44	United Kingdom (Including the Channel Islands, England, Isle of Man, Northern Ireland, Scotland and Wales)	\$3.41
598	Uruguay	\$4.99
7	Uzbekistan	\$8.61
678	Vanuatu, Republic of	\$13.27
39	Vatican City	See Italy
58	Venezuela	\$3.77
84	Vietnam, Socialist Republic of	\$7.67
681	Wallis & Futuna Islands	\$11.97
34	Western Sahara	\$11.17
685	Western Samoa	\$8.97
967	Yemen, Republic of (Including Aden & Imahrah)	\$5.43
381	Yugoslavia, Federal Republic of	\$5.20
260	Zambia	\$5.16
263	Zimbabwe	\$5.24

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

A. Per Minute Rates, (Cont'd.)

.1 Canada

Calls to Canada are billed in one minute increments with an initial period of one minute for billing purposes.

International Country/Area	Rate Per Minute
CANADA	\$0.50

.2 Mexico

Calls to Mexico are billed in one minute increments with an initial period of three minutes for billing purposes.

Calls involving Mexico are separated into 8 bands based on mileage from the US/Mexico border to the cities in Mexico.

International Country/Area	Mexico Band Rates Rate Per Minute
MEXICO (Within Band 1)	\$2.25
MEXICO (Within Band 2)	\$2.25
MEXICO (Within Band 3)	\$2.25
MEXICO (Within Band 4)	\$4.25
MEXICO (Within Band 5)	\$4.25
MEXICO (Within Band 6)	\$4.25
MEXICO (Within Band 7)	\$4.25
MEXICO (Within Band 8)	\$5.75

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Schedule A - U.S. Origination, (Cont'd.)

B. Service Charges

- .1 For operator assisted calls, one of the following per call charges applies to each call for all countries listed in Schedule A, except Canada and Mexico:

Operator Service Charges	Person-to-Person (including Real Time Rated)	All Other (Including Real Time Rated)
Per Call Service Charge	\$9.99	\$9.99
Non-subscriber Fee	\$6.00	\$6.00
Local Surcharge	\$6.00	\$6.00

- .2 For operator assisted calls the following per call charges apply to each call to Mexico

Operator Service Charges	Person-to-Person (including Real Time Rated)	All Other (Including Real Time ated)
Per Call Service Charge	\$9.99	\$9.99
Non-subscriber Fee	\$6.00	\$6.00
Location Surcharge	\$6.00	\$6.00

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Foreign Origination

Operator Services calls may originate from foreign locations. Calls are billed in one (1) minute increments after an initial period of five (5) minutes for Rate Plans 1-3 and an initial period of three (3) minutes for Rate Plan 4. One of the following rate plans applies to calls originating from foreign locations and terminating to the mainland United States.

In addition to the per minute usage rates, a per-call operator charge and per-call location surcharge also apply and a Non-Subscriber Fee may apply.

Customers may choose from several rate plans. The applicable rate plan varies by subscriber location. The following countries are listed below with the applicable Rate Plans.

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SECTION 3 - SERVICE AND RATE DESCRIPTION, (CONT'D.)

3.4 International Operator Services, (Cont'd.)

3.4.2 Foreign Origination

A. Rate Plans

Rate Plans	Initial Minute	Ea. Minute	Addl. Minute	Non-Subscriber Fee	Location Surcharge
RATE PLAN 1	\$19.75	\$3.95		\$5.00	\$5.00
RATE PLAN 2	\$24.75	\$4.95		\$5.00	\$5.00
RATE PLAN 3	\$24.25	\$4.95		\$6.00	\$5.00
RATE PLAN 4	\$39.00	\$4.50		\$6.00	\$6.00

COUNTRY	RATE PLAN
France	Plan 1 and Plan 4
Germany	Plan 1, Plan 3, & Plan 4
Hungary	Plan 1 & Plan 2
Israel	Plan 1 & Plan 2
Italy	Plan 1 & Plan 4
Japan	Plan 3
Philippines	Plan 3
Spain	Plan 1 & Plan 4
Venezuela	Plan 3
United Kingdom	Plan 4
Mexico	Plan 4

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SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) months. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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SECTION 5 -TERMS AND ABBREVIATIONS

Aggregator - A person, firm, corporation or other legal entity which contracts with the Company for installation of the company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this RTC.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this RTC. The Customer remains responsible for payment of services.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Company or Carrier - Custom Teleconnect, Inc., unless otherwise clearly indicated by the context.

Customer - 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 RTC.

Custom Teleconnect - Used throughout this RTC to refer to Custom Teleconnect, Inc.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

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SECTION 5 -TERMS AND ABBREVIATIONS, (CONT'D.)

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this RTC. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LEC - Local Exchange Company.

Mainland United States - The contiguous 48 states.

Personal Identification Number (PIN) - See Authorization Code.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

RTC - Refers to the Interstate and International Rates, Terms & Conditions document.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Marianas Islands (CNMI).