ORIGINAL

TARIFF SCHEDULE APPLICABLE TO

RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES

PROVIDED WITHIN THE STATE OF ARIZONA BY

BETTER WORLD TELECOM, INC.

This tariff applies to the resold interexchange telecommunications services furnished by Better World Telecom, Inc. ("BetterWorld" or "Company") between one or more points in the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at Company's principal place of business, 11951 Freedom Drive, 13th Floor, Reston, Virginia 20190. (T)

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CHECK SHEET

The Title Page and Pages 1 through 17 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

PAGE	REVISION	PAGE	REVISION
Title	First Revised*	16	First Revised*
1	First Revised*	17	First Revised*
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(T)

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TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

C	-	To signify a **changed** regulation.
D	-	To signify a **deleted** or **discontinued** rate or regulation.
I	-	To signify an **increased** rate.
M	-	To signify a **move** in the location of text.
N	-	To signify a **new** rate or regulation.
R	-	To signify a **reduced** rate.
T	-	To signify a change in **text** but no change in a rate or regulation.

SECTION 1 – DEFINITIONS

Authorization Code

A multi-digit code that enables a customer to access Company's network and enables Company to identify the customer's use for proper billing. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed.

Commission

The Arizona Corporation Commission.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

The term "Company" denotes Better World Telecom, Inc.

Customer

The person, firm, or corporation or other entity which orders or uses service and is responsible for the payment of charges and compliance with the tariff regulations. The term Customer is synonymous with the term "Subscriber."

Local Access and Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Subscriber

See "Customer" definition.

SECTION 1 – DEFINITIONS (Cont'd)

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 2 – RULES AND REGULATIONS

2.1 Application of Tariff

2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State of Arizona. Company's services are furnished subject to the terms and conditions of this tariff.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

2.2 Terms and Conditions

2.2.1 Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

2.2.2 The Company will comply with the Commission's rules regarding customer service inquiries and complaints. The Company will provide Customers a toll-free Customer Service number.

2.3 Use of Services

2.3.1 Company's services may be used for the transmission of telecommunications by the Customer for any lawful purpose for which the service is technically suited.

2.3.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.3.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Use of Services (Cont'd)

2.3.4 Company's services are available for use twenty-four hours per day, seven days per week.

2.3.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.3.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.

2.4 Limitations on Liability

2.4.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.

2.4.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.

2.4.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.4.4 The Company shall not be liable for any claims for loss or damages involving:

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (3) common carriers;

B. Any delay or failure of performance due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

C. Any unlawful or unauthorized use of the Company's facilities and services;

D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided facilities or services;

E. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;

F. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

G. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;

H. Any noncompletion of calls due to network busy conditions;

I. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Limitations on Liability (Cont'd)

2.4.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.4.6 The Company assumes no responsibility for the availability or performance of any related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

2.4.7 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.4.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.5 Responsibilities of the Customer

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

2.5.2 The Customer is responsible for compliance with applicable regulations set forth in this tariff.

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.5 Responsibilities of the Customer (Cont'd)

2.5.3 The Customer shall indemnify and hold Company harmless from all liability disclaimed by Company as specified in this Tariff, arising in connection with the provision of service by Company.

2.6 Deposits

Company does not require a deposit from the Customer.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.8 Billing Arrangements

2.8.1 The Customer will be billed directly by Company. Billing is based on a minimum call duration of thirty (30) seconds with six (6) second billing increments thereafter for all services. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called stations. There are no charges for uncompleted calls.

2.8.2 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days. The billing date is dependent on the billing cycle assigned to the Customer.

2.8.3 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.

2.8.4 Bills are due and payable within eighteen (18) days from the invoice date. Payment may be made by cash, check, money order, or cashier's check.

2.8.5 A late fee of 1.5% monthly or the amount authorized by law, whichever is lower, will be charged on any past due balances. These penalties shall be applied when a bill is eighteen (18) days past its due date. The late fee amount will be assessed from the date payment was due.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Billing Arrangements (Cont'd)

2.8.6 A charge of $25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.8.7 If Customer fails to perform any of Customer's payment obligations set forth in this tariff, Customer shall pay any and all collection costs and expenses incurred by Company in enforcing or establishing its rights hereunder, including, without limitations, collection agency fees or payments, court costs, arbitration costs and actual attorney's fees.

2.9 Billing Disputes

2.9.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by Company within thirty (30) days after such bills are rendered. Billing disputes should be addressed to Company's customer service organization via telephone at (866) 567-2273, in writing at 11921 Freedom Drive, Suite 550, Reston, VA 20190, or via email at wecare@betterworldtelecom.com.

2.9.2 In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

A. First, the Customer may request, and Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Arizona Corporation Commission. The Commission's address is:

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Billing Disputes (Cont'd)

Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007
Telephone: (602) 542-4251

2.10 Cancellation, Discontinuance or Interruption of Services

2.10.1 Cancellation

A. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. Notice will be deemed received upon actual receipt by the Company.

B. Customer is responsible for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange company and changes its long distance company.

C. Any non-recoverable cost of Company expenditures shall be borne by the Customer if the Customer orders service and then cancels the order before such service begins; or liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges.

2.10.2 Discontinuance

A. Without incurring liability, upon five (5) working days' (defined as any day on which the Company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Company may immediately discontinue services to a Customer or may withhold the provision of order or contracted services:

1. For nonpayment of any sum due the Company for more than eighteen (18) days after issuance of the bill for the amount due;

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2. For violation of any provisions of this tariff;

3. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Company's services; or

4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services.

2.10.3 Interruptions—Generally

A. A service is interrupted when it becomes unusable to the Customer, *e.g.,* the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports a service to be inoperative and is not due to the negligence of the Customer. An interruption period ends when the service is operative.

C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

2.10.4 Limitations on Interruption Allowances

No credit allowance will be made for any interruption of service:

A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

B. due to the failure of power, equipment, systems, or services not provided by the Company;

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.10 Cancellation, Discontinuance or Interruption of Services (Cont'd)

C. due to circumstances or causes beyond the control of the Company;

D. during any period in which the Customer continues to use the service on an impaired basis;

E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

F. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.10.5 Application of Credit for Interruptions of Service

A. Credit for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred.

B. For calculating credit allowances, every month is considered to have thirty (30) days or 720 hours.

C. No credit allowance is available for an interruption of a continuous duration of less than two (2) hours.

D. The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues. The credit formula is: Credit-(A/720) X B. "A" equals outage time in hours and "B" equals the total monthly charge for the affected utility.

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Description of Services

Company provides 24-hour intrastate interexchange telecommunications services, including long distance, toll and calling card telecommunications services. Calls are rated based on the duration of the call. A minimum call duration is thirty (30) seconds with six (6) second billing increments thereafter for all services.

3.2 Calculation of Usage Rates

Billing for calls placed over Company's services is based on the duration of the call. Billing is in six (6) second increments, with a minimum call length of not less than thirty (30) seconds. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called station. There are no charges for uncompleted calls.

SECTION 4. RATES AND CHARGES

This section sets forth the rates and charges applicable to Company's service offerings.

4.1 Long Distance

The Company provides basic 1+ long distance service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

4.1.1	**Monthly Service Charge**	$2.99
4.1.2	**IntraLATA and InterLATA Rate**	$0.14 per minute

4.2 Toll Service

The Company provides a direct access, incoming only 800 service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

4.2.1	**One-time Setup Fee**	$2.00
4.2.2	**Rate**	$0.14 per minute

4.3 Calling Card Service

The Company provides a post-paid calling card service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

4.3.1	**One-time Setup Fee**	$2.00
4.3.2	**Rate**	$0.12 per minute