

1. "Unlimited Long Distance" Service includes unlimited long distance calling throughout the United States (Excluding AK, HI, USVI and PR), Canada, and all "Included Countries" listed below. Calls to international cellular phones are NOT INCLUDED in this plan; they will be billed at an additional rate per minute. All countries not listed below are NOT INCLUDED and will be billed at a per minute rate listed herein. Any per minute billing will be billed in 6 second increments with a 30 second minimum call duration. Please contact TouchTone Customer Service for per minute rates to all international cellular destinations and all countries not included in the "Unlimited Long Distance" Service plan or visit www.touchtone.net/unlimited for a complete list of additional countries and rates.
2. To be eligible for this program your local provider must be one of the following: SBC Communications, Verizon (former Bell Atlantic areas only), Qwest, or BellSouth. No other local providers are eligible for this program.
3. **Included Countries:**
United States, Canada, Argentina (Only Buenos Aires), Australia, Austria, Belgium, Brazil (Only Sao Paulo), Chile, China, Czech Republic, Denmark, France, Germany, Hong Kong, Ireland, Italy, South Korea, Malaysia, Mexico (Only Guadalajara, Mexico City, Monterrey), Netherlands, New Zealand, Norway, Poland (Only Warsaw), Russia (Only Moscow and St. Petersburg), Singapore, Spain, Sweden, Switzerland, Taiwan, United Kingdom, Vatican City.
4. Service applies 24 hours per day, 7 days per week. Monthly rate is \$49.95 per line plus additional per minute charges to international cellular numbers and countries not included in this plan. Customers may not subscribe more than 5 lines per location for TouchTone "Unlimited Long Distance". Each line will be billed separately at a rate of \$49.95 per line. Customers must sign and return a "Letter of Authorization" with "Credit Card Payment Approval" in order to obtain service. Multi-Line businesses will also be assessed a \$1.50 per line charge for all lines in addition to the \$49.95 per month charge for recovery of Local Carrier PICC fees.
5. TouchTone Communications' "Unlimited Long Distance" customers must subscribe to TouchTone Service by picking their lines to TouchTone as their primary long distance carrier. Service will begin on the first day that TouchTone confirms that a line has been switched to TouchTone service and shall be pro-rated for the remaining days during that month. For each month thereafter, all "Unlimited Long Distance" customers will be billed \$49.95 per subscribed line on the first week of each month for the next 30 days of service and will be billed on the first week of each subsequent month for "Unlimited Long Distance" Service for the next 30 days, plus any charges which were accrued from the prior 30 days for calls to international cellular numbers or any countries not included in the "Unlimited Long Distance" Service plan at TouchTone's standard per minute rates. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give TouchTone written notice of non-renewal at least 10 days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid accrued charges due in relation to the Agreement.
6. If you have subscribed to TouchTone's "Unlimited Long Distance" Service, the Service is provided to you as either a residential or small business user. You are not to resell or transfer the service to any other person for any purpose, without express written permission from TouchTone in advance. You agree that the TouchTone plan does not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting, internet connections or other data applications (including access to corporate LANs). TouchTone reserves the right to immediately terminate or modify the Service, if TouchTone determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities, or any other activities that would be inconsistent with normal usage patterns. If TouchTone determines that the usage is not consistent with normal voice applications, the Customer shall forfeit eligibility for rates under this plan, and TouchTone may adjust the charges to the "Unlimited Long Distance" Included Countries, and all other calls, to reflect TouchTone's standard rates per minute. This may be done at the discretion of TouchTone.
7. You agree to use the Service only for lawful purposes. You agree not to use the Service for transmitting or receiving any communication or material of any kind when in TouchTone's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. TouchTone reserves the right to terminate your service immediately and without advance notice if TouchTone, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable and may at TouchTone's discretion be immediately charged to your credit card. You are liable for any and all use of the Service by yourself and by any person making use of the Service provided to you and agree to indemnify and hold harmless TouchTone against any and all liability for any such use. If TouchTone, in its sole discretion believes that you have violated the above restrictions, TouchTone may forward the objectionable material, as well as your communications with TouchTone and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.
8. This plan is subject to credit card billing availability.
9. Standard federal, state, and local taxes will apply. Standard Universal Service Fund Taxes will apply.
10. As part of the TouchTone "Unlimited Long Distance" Service, you will not be sent an invoice each month unless you have called to international cellular numbers, countries that are not part of the "Included Countries" list, or have broken the terms and conditions of this Agreement to the extent that TouchTone has found it necessary to modify the terms of this Agreement in that you must be charged per minute rates for your calls.

Customer's Initials _____