

PRIMO COMMUNICATIONS, INC.  
Terms and Conditions of Service Agreement

Thank you for choosing service from Primo Communications, Inc. (Primo), or its successors.

I. THE AGREEMENT

Your agreement ("Agreement") with Primo Communications, Inc. consists of this Terms and Conditions of Service Agreement and the current terms of any calling plan, calling card, promotion, and/or authorized written communications you have received from Primo. Primo may change or modify the AGREEMENT from time-to-time without notice other than posting the amended Terms on our website, [www.primold.com](http://www.primold.com). The amended Terms will automatically be effective when posted on our Site.

BY ENROLLING IN, USING, OR PAYING FOR THE PRIMO PRODUCTS OR SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CALLING PRIMO AT THE TOLL FREE NUMBER ON THE FIRST PAGE OF YOUR INVOICE FOR FURTHER DIRECTIONS.

This Agreement covers your state-to-state service(s) and charges. To the extent permitted by law, this Agreement also covers Primo's local or intrastate service(s) and charges, Primo's dial around service(s) and charges, Primo's calling card service(s), and Primo's international service(s) and charges, where the Agreement's provisions relating to these services and charges are not in conflict with applicable tariffs. This Agreement applies to in-state long distance and local toll calls in those states that do not regulate rates through filings with the state public utility commission. Rates vary among such states, so please contact Primo for specific rate information. Primo may change this Agreement at any time. For purposes of the Agreement, "you" means the customer, defined as either (i) the person identified in Primo's account records as responsible for payment of all charges; or (ii) any other person with actual or apparent authority to represent that person or to use the service(s). "Service" or "Services" means: (1) the Primo state-to-state and international consumer telecommunications services you are enrolled in, use, or pay for that Primo provided to you under tariffs filed with the Federal Communications Commission as of May 31, 2002, or any new or additional Primo's state-to-state and international consumer telecommunications services that you enroll in, use, or pay for, after May 31, 2002.

The rates and charges found in the Agreement are effective as of August 1, 2002 and are subject to change. For your most current rates and charges, the most current version of this Terms and Conditions of Service, or if you have questions about your services, please visit our website at [www.primold.com](http://www.primold.com) (Terms and Conditions of Service link) or call us at the toll-free number listed on the first page of your invoice.

II. SERVICE

A. Calling Plans

For the current terms of any calling plan, please visit our website at [www.primold.com](http://www.primold.com) or call toll-free at the number listed on the first page of your invoice. The terms of your calling plan are incorporated by reference in this Agreement. A \$.49 per call surcharge shall apply to all calling card calls.

B. Notice of Rate Changes

Primo may change the prices and charges for the Services from time to time. International rates are subject to change without notice. Any changes in rates and charges that are not disputed within 30 days of receiving a notice, message, or an invoice will be considered correct and approved by the customer.

C. Because of the changing nature of services, Primo does not warrant that information, graphic depictions, product and service descriptions or other content is always accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that a price for a product or service offered may be inaccurate or the product or service description may contain an inaccuracy. In the event Primo determines that a product or service contains an inaccurate price or description, Primo reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your order, unless prohibited by law. Primo may make improvements or changes to any of its content, information products, services, or programs any time without notice. You agree to notify Primo within 30 days if you become aware of any pricing or descriptive errors or inconsistencies with any products or services you order and comply with any corrective action taken by Primo.

D. Monthly Minimum and Account Maintenance Fees

There is a standard monthly account maintenance fee of \$15.00 for all business accounts that bill less than \$25.00 per month in long distance charges. Additionally, all residential customers will be subject to a \$10.00 per month minimum usage requirement (excluding taxes and surcharges). If, in any month, such customers do not satisfy the minimum usage requirement, then Primo will charge each customer a Low Usage Fee of \$5.00 per month. Package fees and/or other account maintenance fees (in addition to the standard maintenance fee) may be associated with some of Primo's calling plans. Monthly recurring maintenance fees will continue to apply even for accounts with zero (0) usage.

E. Rounding Policy

For billing purposes, the length of each call is rounded as described in each Calling Plan. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent.

F. Calls to International Mobile Telephones; International Special Services Calls Primo's advertised rates for international calls are generally the rates charged for calls to landline telephones. Some calls to international mobile telephones, or to international telephone numbers considered to be special services calls, are charged a different (usually higher) rate than calls to landline telephones.

#### G. Moves, Telephone Number Changes, or Cancellation

You are responsible for notifying Primo of any changes in service, including cancellation. If you change your telephone number or change your residence and wish to maintain an account with Primo at your new residence, you must contact the Primo Customer Care Department at least five (5) business days in advance of the change or move in order to ensure that your account is properly transferred. If you cancel service with Primo, you must contact Primo and advise them of the cancellation. Primo is not responsible for any interruptions in service or other charges you incur (including but not limited to monthly recurring fees described in II(C) above) if you fail to notify Primo in the manner described herein.

#### H. Timing of Calls

Generally, timing of calls begins when the called party or an automated answering device (such as, but not included, an answering machine, caller ID, or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Primo must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Primo for a completed call. In these situations, Primo will charge for the call as if it were answered by the called party.

### I. International Services

#### A. Limitation of Liability

Primo is not liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility supplier, by unavailability or discontinuation of services to Primo or to other services utilized by Primo, by network problems, lack of connections or network problems, equipment failure or incidents in the course of upgrade or modification, Acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility unavailability or relocation, or causes beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, failure of 9-1-1 service or location services, priority access or secured call service.

#### B. Foreign Carrier Restrictions

Foreign carriers or regulatory agencies may impose, upon the portion of the end-to-end international service or facilities they provide, certain limitations or restrictions that may limit your ability to use the Primo services. You must conform to any limitations or restrictions imposed by the foreign carriers or agencies.

#### C. Foreign Carrier Acts or Omissions

1. When other U.S. or foreign carriers and foreign telecommunications administrations use facilities to establish connections to points not reached by Primo's network, Primo is not liable for acts or omissions of other carriers or foreign telecommunications administrations.
2. International calls are priced on the basis of the country and city codes dialed by you. When the facilities of other U.S. or foreign carriers are used in establishing connections to points not reached by Primo's network, Primo is not liable for refunds or damages if those calls do not terminate in the country, city or area codes associated with the called number.

#### D. Government Charges and Surcharges

In addition to charges and surcharges which may be found in the applicable Calling Plan, Primo may adjust its rates and charges or impose additional rates and charges as follows:

1. Basic Surcharges: These surcharges are imposed by Primo on a per-month, per invoice basis unless otherwise indicated:

- a. Telecom Fund.
- b. Federal Fund.
- c. Universal Service Fund.
- d. State Taxes.
- e. County Taxes.
- f. Local Taxes.
- g. Late Fee.
- h. NSF Fee.
- i. Credit Recovery Fee.
- j. Collection Fee.
- k. Directory Assistance
- l. Regulatory Assistance
- m. Carrier Charge
- n. Universal Subscriber Fund
- o. Network Access Contribution
- p. Monthly Fee

