191492

COMMPARTNERS
The IP Solutions Network

Bettye Gadison
Regulatory Compliance Assistant

March 19, 2008

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2008 MAR 21 AM 9:35
SC PUBLIC SERVICE COMMISSION

Via DHL
Colanthia Alvarez, Administrative Assistant
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, SC 29210
Attention: Docketing Department

Re: CommPartners, LLC – Docket No. 2004-293-C; Order No. 2005-76
Proposed Local and Interexchange Tariffs

Dear Ms. Alvarez:

Pursuant to the Commission's Order No. 2005-76, enclosed for filing is an original and 11 copies of a proposed (1) local exchange tariff and (2) interexchange tariff for telecommunications services within the State of South Carolina. Each tariff contains an issue date of March 21, 2008 and an effective date of April 21, 2008.

These enclosed tariffs are being filed in lieu of the tariffs submitted to the Commission under cover letter of December 10, 2007, as a result of Tom Allen's December 13th email notification that the tariffs were non-compliant with Commission requirements. Each of the deficiencies noted have been addressed and the contents of the enclosed revised proposed tariffs have been extensively reviewed by Mr. Allen of the Office of Regulatory Staff.

Thank you for your assistance in this matter. Please call me if you have any questions.

Sincerely,

Bettye Gadison
Regulatory Compliance Assistant

BJG:abm
Enclosures
cc: Tom Allen, Tariff Administrator
Office of Regulatory Staff (w/encls.)

3291 North Buffalo Drive
Suite 150
Las Vegas, NV 89129
Phone: 702.367.8647 ext. 7500
Fax: 702.365.8647
bgadison@commpartners.us

COMMPARTNERS, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF SOUTH CAROLINA

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SC PUBLIC SERVICE COMMISSION

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

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David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

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David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

CHECK SHEET

The Title Page and all pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	Sheet	Revision	Sheet	Revision
Title	*Original	37	*Original		
1	*Original	38	*Original		
2	*Original	39	*Original		
3	*Original	40	*Original		
4	*Original	41	*Original		
5	*Original	42	*Original		
6	*Original				
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*Original Page
**Revised Page

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

TARIFF FORMAT

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.

Page Revision Numbers: Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.

Paragraph Numbering Sequence: There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level of coding:

2.
2.1.
2.1.1.
2.1.1.(A)
2.1.1.(A)(1)
2.1.1.(A)(1)(a)
2.1.1.(A)(1)(a)(i)

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by CommPartners, LLC within the State of South Carolina and subject to the jurisdiction of the South Carolina Public Service Commission. This tariff is on file with the South Carolina Public Service Commission and may be inspected, during normal business hours, at the Company's principal place of business.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

EXPLANATION OF SYMBOLS

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule or condition.

(I) To signify increase.

(L) To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify reduction.

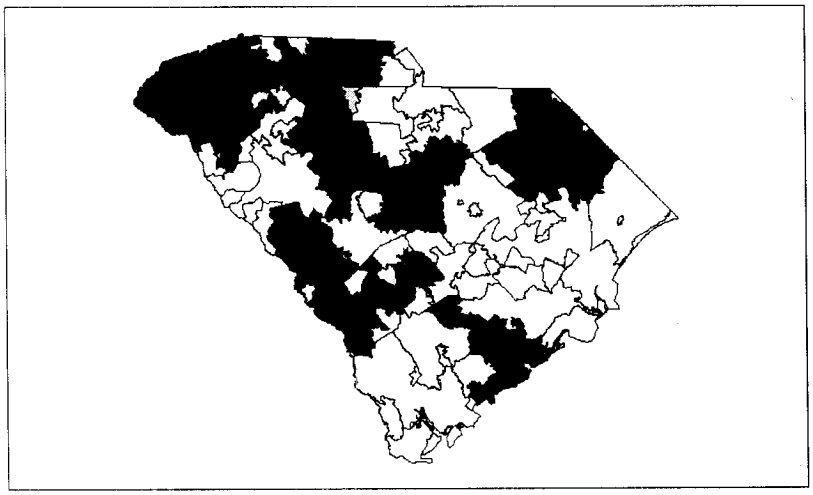
(T) To signify a change in wording of text but not change in rate, rule or condition.

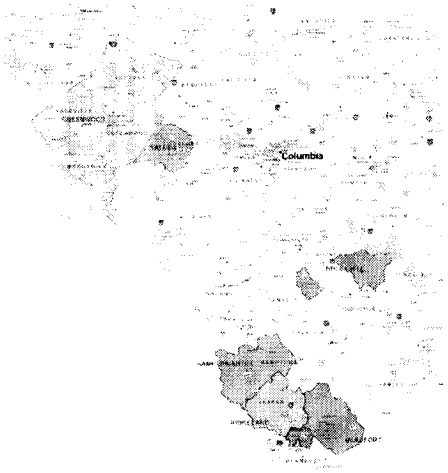
David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

SERVICE AREA MAP

The Company provides local exchange service throughout the State of South Carolina as indicated on the service area maps below, in areas served by BellSouth and Sprint. The Company concurs in the exchange areas and boundaries listed in the applicable local exchange tariffs of the relevant incumbent local exchange carriers.

The provisions of local exchange telecommunications service is subject to the existing regulations, terms and conditions in this tariff. The provision of service will be subject to the availability of appropriate facilities and local telecommunications service in the exchange service areas.





David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

1. DEFINITIONS

Access Line: An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes: Allows a user to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a construction charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Company: CommPartners, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Exchange Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in the provision of local exchange service.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communications between a calling station and any other station within the local service area of the calling station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of bits, per second.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

1. DEFINITIONS, cont'd.

Non-recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Off-Hook: Denotes the active condition of a telephone exchange service line.

On-Hook: Denotes the idle condition of a telephone exchange service line.

Presubscription: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Resold Services: Local exchange services provided by the incumbent local exchange carrier and resold by the Company.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute service commencement date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a service order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the service commencement date.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS

2.1. Undertaking of the Company

The Company's services offered pursuant to this tariff are furnished for local exchange service among specified points within a local calling area. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided on a monthly basis unless otherwise indicated and are available 24 hours per day, 7 days per week.

2.2. Limitations

2.2.1. Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.

2.2.2. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3. The Company reserves the right to discontinue furnishing service in accordance with the terms of this tariff.

2.2.4. Service and facilities furnished by the Company under this tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of the Company's rules of general application.

2.2.5. Service may be used for transmission of communications by the Customer and by the authorized user.

2.2.6. Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations thereunder without the prior written consent of the Company, which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by the Company.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.2. Limitations, cont'd.

2.2.7. This tariff shall not be construed such that the Company and the Customer could be considered as principal and agent, partners, or employer and employee.

2.2.8. The Company's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of the Company's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

2.3. Liability

2.3.1. Customer shall defend, indemnify, and hold the Company harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Company's service or otherwise arising from the Customer's relationship with the Company.

2.3.2. The Company shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, ware or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond the Company's reasonable control.

2.3.3. If a third party solicits a Customer's order on behalf of the Company or promotes or endorses to the Customer the use of the Company's services, or provides all or a portion of such service with, for, or on behalf of the Company, or if a third party is involved in any other way, the Company and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either the Company or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

2.3.4. In the event that the Company's service or any portion thereof is unavailable to Customer due to a total or partial interruption of the service, the Company's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of service shall be for the Company, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the service affecting during which the service or any part thereof was unavailable to Customer.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.3. Liability, cont'd.

2.3.5. In no event shall the Company be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. The Company's maximum liability for any damages arising out of or related to its service and/or agreements and/or contracts between Customer and the Company shall not exceed the estimated monthly charges as calculated by the Company for the month during which such liability arises.

2.3.6. The Company warrants that it shall provide its service in accordance with this tariff. THE Company DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.3.7. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.3.8. The Company shall not be liable to the Customer or any other person, firm, or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in service (collectively "defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, representatives invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of local access providers' labor and materials. In addition, all or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

2.4. Deposits

The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.5. Advance Payments

2.5.1. Recurring Charges

The Company reserves the right to collect an advance payment from those Customers from whom the Company feels an advance payment is necessary. Such payment shall not exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.5.2. Non-Recurring Charges

The Company reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service. Company will follow the deposit rules as found in R. 103-621.

2.6. Taxes

All state and local taxes including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax, are listed as separate line items and are not included in the quoted rates.

2.7. Equipment

2.7.1. The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. 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 the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.7.2. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.7. Equipment, cont'd.

2.7.3. Equipment the Company provides or installs at the Customer premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.7.4. The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.5. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment.

2.7.6. Upon reasonable notification to the Customer and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.

2.7.7. Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.8. Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.9. Payment and Billing

2.9.1. Service is billed on a monthly basis, and consistent with Commission Rule 103-622.1. Bills are due and payable upon receipt. In addition to any other remedies the Company may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date, and consistent with Commission Rule 103-622.2.

2.9.2. Except where indicated, charges for service shall accrue from the earlier of the Customer-requested service start date, the service commencement date, or the date set forth in section 2.9.3., below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this tariff, any fraction of a cent for the Company's service will be rounded up to the next whole cent. Adjustment of bills will be handled in accordance with Commission Rule 103-623.

2.9.3. Unless the Customer notifies the Company to the contrary within five (5) business days after the service commencement date, service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the service as of the service commencement date.

2.9.4. The Customer is responsible for payment of all charges for service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's authorization codes is the responsibility of the Customer. The Company reserves the right to bill all calls placed using Customer's authorization code.

2.9.5. Customer will be billed for and will be responsible for any applicable federal, state, or local taxes, tax surcharges and similar fees related to the provision and use of service unless Customer provides the Company with a valid exemption certificate. The Company reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on the Company by an order, rule or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.10. Cost of Collection

Customers will be liable to the Company for any and all costs and/or expenses including reasonable attorneys' fees and expenses of any kind or nature, incurred by the Company directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this tariff with respect to the Customer.

2.11. Bad Check Charge

If payment for service is made by a check, draft, or similar instrument (collectively "check") that is returned unpaid by a bank or another financial institution to the Company for any reason, the Company, in addition to any other remedies available, will bill the Customer a twenty-five dollar ($25.00) charge and will re-deposit the check. If, after the check is re-deposited, it is returned by the bank or financial institution for the second time, another twenty-five dollar ($25.00) charge will be billed to the Customer. In addition, the Customer will be required to replace the returned check with a payment in cash or equivalent to cash, such as cashier's check, certified check, or money order. Notwithstanding the bad check charge provision as set forth in this section, the Company may disconnect the service in the event of returned payment, as set forth in section 2.17 of this tariff. Charges will comply with Section 34-11-70(a) of the South Carolina Code of Laws.

2.12. Billing to Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.13. Disputed Bills

Customer must bring billing inquiries and disputes to the Company's attention within forty-five (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date. Consistent with Commission Rule 103-620(g), the Company will notify all customers making a complaint that the Company is under the jurisdiction of the Commission and that the customer may contact the Commission about the complaint. The Company shall also provide the Commission' toll-free phone number and address. The Company shall investigate each complaint in a manner consistent with Commission Rule 103-628, and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed portion of the bill, and if not paid, the Company may discontinue service. Company shall conform to R. 103-623 regarding adjustment of bills.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.14. Notices to the Company by Customer

A notice shall be considered given when delivered in the manner prescribed below.

2.14.1. This section applies to:

(A) Notices of termination of service by Customer when such termination is prior to the end of the term commitment for such service, or when such termination does not otherwise conform with the terms and conditions of this tariff or Customer's service order form;

(B) All other notices such as ordering of service, changes of service, billing inquiries, and other notices regarding service.

2.14.2. Notices pertaining to 2.14.1.(A), above, shall be sent to the Company's principal place of business, shall be in writing, and shall be either delivered in person, or sent by certified mail with return receipt requested, or by facsimile, electronically confirmed and followed up immediately by regular mail.

2.14.3. Notices pertaining to 2.14.1.(B), above, shall be sent to the Company's principal place of business and shall be either delivered in person, or sent by facsimile, electronically confirmed, or sent by regular mail.

2.15. Cancellation or Termination of Service by Customer

2.15.1. Cancellation of Service Prior to Service Commencement Date

Pursuant to Commission Rule 103-624.3, a Customer may cancel service, at any time, by providing written or verbal notice to the Company. If Customer cancels an application for service prior to the service commencement date, Customer shall be liable for any costs incurred by the Company in provisioning the service as well as the Company's applicable administrative fees, if any.

2.15.2. Termination of Service without Term Commitment

Unless stated otherwise, for a service not subject to term commitment, the Customer may, by providing thirty (30) days advance written notice to the Company, terminate such service without incurring liability. Upon such a termination, Customer shall immediately cease using the service and pay the Company for all charges incurred by Customer through the date such service is discontinued.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.15. Cancellation or Termination of Service by Customer, cont'd.

2.15.3. Termination of Service with Term Commitment

For a service subject to term commitment, Customer may, by providing thirty (30) days advance written notice to the Company, terminate such service prior to the expiration of its specified term. Upon such termination, the following shall apply:

(A) Customer shall immediately cease using that service; and

(B) Customer shall pay the Company for all charges incurred for that service through the date that service is discontinued; and

(C) Customer shall pay the Company any promotion credits provided to Customer by the Company for the terminated service; and

(D) Customer shall pay the Company the minimum commitment amounts remaining in the term. For example, if the Customer committed to $400 per month in charges, and the service is discontinued three (3) months prior to the expiration of the specified term, the amount due to the Company is equal to 3 (three months) x $400 (minimum monthly commitment), or $1,200.

2.15.4. Renewal Period

Upon expiration of the initial term for service, unless the Company and the Customer have agreed to renew such service for a specified period of time, the Company shall continue to provide such service until either the Company or the Customer, upon thirty (30) days prior written notice, terminates the service. During such continuation, the Company may adjust the charges to the applicable month-to-month rate.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.16. Interconnection

2.16.1. Service furnished by the Company may be interconnected with services or facilities of an access carrier, other authorized communications common carrier or with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and of others shall be provided at the Customer's expense.

2.16.2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.16.3. The Customer shall ensure that its equipment is properly interfaced with the Company's facilities such that the signals emitted into the carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to the Company's equipment, personnel or the quality of service to other customers, the Company may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to the Company, the Company may, upon written notice, terminate the Customer's service pursuant to section 2.9.14. of this tariff.

2.16.4. The Customer agrees to use and maintain the Company-provided equipment in accordance with instructions of the Company. Failure to do so will void liability for interruption of service and may make the Customer responsible for damage to the Company's equipment pursuant to this section. Risk of loss for any Company-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's premises.

2.16.5. Title to any Company-furnished equipment shall at all times remain with the Company or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and the Company shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in the Company-furnished equipment.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.16. Interconnection, cont'd.

2.16.6. Customer agrees to return to the Company all of the Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company upon demand for any costs incurred by the Company due to the Customer's failure to comply with this provision.

2.16.7. If the Company provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "software") to Customer, Customer shall use the software only with Company-furnished equipment and service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the software in any form or by any means, or (b) use the software for any purpose other than as set forth in this section. Customer shall not have any ownership rights in, or obtain rights to, the software. If a license agreement accompanies the software, Customer agrees to abide by the terms of such agreement.

2.16.8. Customer shall sign a Company-provided letter of agency to enable and authorize the Company to notify the local service provider of Customer's selection of Company as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

2.17. Discontinuance of Service by the Company

In addition to any other remedies available to the Company, the Company may, upon notice unless stated otherwise, discontinue service or cancel an application for service. Service may be denied or discontinued in compliance with R. 103-625 and with R. 103-633.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.18. Inspection, Testing and Adjustment

2.18.1. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's equipment. The Company may interrupt the service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

2.18.2. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company.

2.18.3. In the event of service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the service, including the provision of immediate access to the customer's premises.

2.18.4. No interruption of service allowance will be granted for the time during which such tests and adjustments are made.

2.19. Allowance for Interruptions

2.19.1. For all services for which charges are specified on a time-sensitive basis, and which there may be interruption of an individual call, due to a condition in Company's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

(A) A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a Company customer service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

(B) Credit allowance will not be made for (1) interruptions not reported to Company, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Company. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over Company facilities, the Customer must pay the charges for the alternative service used.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.19. Allowance for Interruptions, cont'd.

2.19.2. When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to re-establish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. A Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Company customer service representative.

2.19.3. For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

(A) When service is interrupted for a period of less than two hours, no credit allowance will be given; or

(B) When the service's dedicated access or termination line(s) associated with the service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one-thirtieth (1/30) of the monthly recurring charge(s) will be given; or

(C) When the service's access or termination line(s) associated with the service are interrupted for a period of more than twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30) of the monthly recurring charge(s) will be given for each twenty-four (24) hour period or fraction thereof.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.19. Allowance for Interruptions, cont'd.

2.19.4. No credit allowances will be made for:

(A) Interruptions caused by the negligence of the Customer, Customer's authorized user, or agent and/or designees; or

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

(C) Interruptions during any period during which Company or its agents are not afforded access to Company-provided equipment or the premises where access facilities associated with service are terminated; or

(D) Interruptions during any period when the Customer or user has released the service to Company for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

(E) Interruptions during periods when the Customer elects not to release the service for testing or repair and continues to use it on an impaired basis; or

(F) Interruptions not reported to Company; or

(G) Interruptions that are due to a cause beyond Company's reasonable control, including, without limitation, problems with the Customer's terminal equipment, or failure of Customer to meet its responsibilities set forth in this tariff.

2.19.5. An interruption period begins when the Customer reports to Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted, and, therefore, no credit for the interruption will be allowed.

2.19.6. If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.20. Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.21. Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.22. Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the Customer. The Company shall maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.23. Directory Listings

2.23.1. The Company does not publish a directory of subscriber listings. The Company does, however, arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.

2.23.2. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

2.23.3. The listings of subscribers, either without charge or at the rate specified within this tariff for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

2.23.4. Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he or she is authorized to do business as requested.

2.23.5. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.

2.23.6. Generally, the listed address is the location of the subscriber's place of business or residence.

2.23.7. Liability of the Company due to directory errors and omissions is as specified in section 2 of this tariff.

2.23.8. Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.24. Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction:

(A) Where facilities are not presently available and there is no other requirement for the facilities so constructed;

(B) Of a type other than that which the Company would "normally" utilize in the furnishing of its services;

(C) Over a route other than that which the Company would normally utilize in the furnishing of its services;

(D) In a quantity greater than that which the Company would normally construct;

(E) On an expedited basis;

(F) On a temporary basis until permanent facilities are available;

(G) Involving abnormal costs; or

(H) In advance of its normal construction.

2.25. Universal Emergency Telephone Number Service (911, E911)

2.25.1. This tariff does not provide for the inspection or constant monitoring of facilities to discover error, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.25.2. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.25.3. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.25. Universal Emergency Telephone Number Service (911, E911), cont'd.

2.25.4. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.25.5. The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.26 Commission Complaints

As set out in Commission Rule 103-616, the Company shall respond to a complaint conveyed to the Company by the Commission in a timely and thorough manner, not to exceed fourteen days from the receipt of the complaint by the utility in writing. All oral complaints, including inquiries will be investigated and disposed of within seven days, unless the complaint is of an extraordinary nature.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES

3.1. Local Exchange Service

Local Exchange Service consists of services furnishing switched communication in connection with one-way and/or two-way information transmission points within a Local Calling Area offered pursuant to this tariff. Local Exchange Services provide a Customer with a connection to the public switched network which enables the Customer to:

(A) Receive calls from other stations on the public switched telephone network;

(B) Access the Company's Local Calling Services as set forth in this tariff;

(C) Access intraLATA, interLATA, intrastate, interstate, and international calling services provided by other certified common carriers;

(D) Access (at no additional charge) the Company's operator and customer service center for service-related assistance; access toll-free telecommunications services such as 800, 888, 877 NPA; and access 911 service for emergency calling.

If available in the territory of the underlying incumbent local exchange carrier, Local Exchange Services may be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, etc.). Calls to those numbers and other numbers used for caller-paid information services can be blocked by the Company's switch at the Customer's request. Customers that request Call Blocking will be charged as per this tariff.

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables the Customer to access the service of long distance carriers.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.1. Local Exchange Service, cont'd.

3.1.1 Single Line Service

Single Line Service provides a Business or Residential Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Single Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Single Line may be configured into a hunt group with other Company-provided Single Lines. Each Single Line can be provided with any of the optional features as listed in Section 3.1.4. Non-Recurring Charges appear in Section 3.1.7. Monthly Recurring rates per Single Line Service apply as follows:

	Maximum Monthly Recurring	**Current Monthly Recurring**
Per Line- Basic Local Exchange	$50.00	**$35.00**
Per Line- Extended Local Calling	$30.00	**$20.00**

3.1.2 Basic Trunk Service

Basic Trunk Service provides a Customer a voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchange (PBX) to the public switched telecommunications network. Non-Recurring Charges appear in Section 3.1.7. Monthly Recurring rates per Basic Trunk Service apply as follows:

	Maximum Monthly Recurring	**Current Monthly Recurring**
Per Trunk	$150.00	**$120.00**

3.1.3. DID Trunk Service

DID Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual station corresponding to each individual DID number. Charges for DID Trunk Services include Basic Trunk rates (non-recurring and monthly recurring) as set forth in Section 3.1.2. in addition to the DID Trunk Termination rates.

	Maximum and Current Monthly Recurring
Per Termination (per trunk)	**$200.00**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.1. Local Exchange Service, cont'd.

3.1.4. Optional Features

The following is a list of optional features for use with Local Exchange Services.

3.1.4.1. Line Options

	Maximum Monthly Recurring Charge	Maximum Non-Recurring Charges	**Current Monthly Recurring Charge**	**Current Non-Recurring Charges**
Feature installation	$3.00	$7.00	**$3.00**	**$5.00**
Call forwarding	$3.00	$7.00	**$3.00**	**$5.00**
Call forwarding-busy	$3.00	$7.00	**$3.00**	**$5.00**
Call forwarding-busy/no answer	$3.00	$7.00	**$3.00**	**$5.00**
Call forwarding-no answer	$3.00	$7.00	**$3.00**	**$5.00**
Call forwarding-select	$3.00	$7.00	**$3.00**	**$5.00**
Caller ID	$3.00	$7.00	**$3.00**	**$5.00**
Caller ID with name	$3.00	$7.00	**$3.00**	**$5.00**
Call waiting	$3.00	$7.00	**$3.00**	**$5.00**
Distinctive ringing	$3.00	$7.00	**$3.00**	**$5.00**
Remote call forwarding	$3.00	$7.00	**$3.00**	**$5.00**
Repeat dialing	$3.00	$7.00	**$3.00**	**$5.00**
Return call	$3.00	$7.00	**$3.00**	**$5.00**
Selective call rejection	$3.00	$7.00	**$3.00**	**$5.00**
Signal ring-1 number	$3.00	$7.00	**$3.00**	**$5.00**
Signal ring-2 numbers	$3.00	$7.00	**$3.00**	**$5.00**
Speed dial-8	$3.00	$7.00	**$3.00**	**$5.00**
Speed dial-30	$3.00	$7.00	**$3.00**	**$5.00**
Three-way calling	$3.00	$7.00	**$3.00**	**$5.00**

3.1.4.2. Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 3.1.2. and 3.1.3., respectively.

	Maximum Monthly Recurring	**Current Monthly Recurring**
Each group of 20 DID numbers	$35.00	**$25.00**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.1.5. IntraLATA Calling

An IntraLATA Area Call is a call which originates and terminates outside an exchange area but within the caller's LATA and is billed per call according to the duration of the call. IntraLATA calls are not eligible for term or volume discounts. Calls are billed in six second increments, with an eighteen second call minimum.

	Maximum Rate Per Minute	**Current Rate Per Minute**
Switched	$0.30	**$0.10**
Dedicated	$0.30	**$0.10**

3.1.6. Service Connection Charges

Service connection charges are non-recurring charges which apply for the connection, move, or change of local telephone service. One or more service connection charges may apply to each Customer order depending upon the work functions performed.

All changes in location of Customer's service from one premises to another are treated as new service establishment with service connection charges applying. Service connection charges are associated with, but not necessarily limited to:

- Service establishment;
- Telephone number changes;
- Restoral of service after temporary suspension at the Customer's request;
- Reconnection for suspended service after a temporary denial/disconnection for non-payment.

3.1.6.1. Installation of Service Charge

The installation of service charge applies for establishing each initial or additional line or trunk. The charge includes initial ordering, central office work, and exchange access line work.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.1. Local Exchange Service, cont'd.

3.1.6. Service Connection Charges, cont'd.

3.1.6.2. Change Order Charge

The change order charge applies per line or trunk for miscellaneous customer-requested changes on existing service. Change order applies for:

(A) Each telephone number changed when requested by the Customer;

(B) Each line or trunk restored after service is temporarily denied for nonpayment;

(C) Each line or trunk being temporarily suspended at the request of the Customer.

3.1.6.3. Site Visit Charge

A site visit charge applies when a trip to the Customer's premises is required to install a network interface or provide service on the Company's side of the network interface. This includes, but is not limited to, the installation of a network interface at an existing location or the moving of a protector or aerial drop.

The site visit charge applies for the inside move of a single network interface associated with single line service. Inside moves of a network interface associated with multiple lines will be based on the cost of making the change.

The site visit charge applies for work performed on business days during regularly scheduled work hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.). The site visit charge includes an initial charge which is the cost for the Company to send their representative to the site. Additional charges for work are based on the labor time required to complete the work on the Company's side of the demarcation point. The charges are billed in fifteen minute time segments. The time a Company representative spends working on a Customer's site or the property where the site is located, exclusive of work required to provide dial tone to the demarcation point, is considered billable time. The charges for work shall begin five minutes after the Company representative meets the Customer or their representative on the site.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.1. Local Exchange Service, cont'd.

3.1.6. Service Connection Charges, cont'd.

3.1.6.4. Restore Service Charge

A restore service charge applies each time a service is reconnected after suspension or termination for non-payment but before cancellation of the service. This charge applies for each restored line.

3.1.6.5. Number Change Charge

A number change charge applies when a Customer requests a number change, except when an installation of service charge is applicable.

3.1.6.6. Primary Interexchange Carrier (PIC) Change Charge

The primary interexchange carrier change charge refers to an arrangement whereby a Customer may select and designate an interexchange carrier to access, without an access code, for interLATA and intraLATA intrastate calls. Where intraLATA presubscription is available, this charge will apply to the change of the primary interexchange carrier for intraLATA intrastate calls as well.

Single line Customers requesting a primary interexchange carrier change to only one line will incur the per line charge. Multiline Customers requesting a primary interexchange carrier change to more than one line in a single request will incur the per line charge for the first line and the additional line charge for each additional line.

3.1.6.7. Rates

	Maximum Non-Recurring Charges	**Current Non-Recurring Charges**
Installation of service, each new and/or add'l line	$75.00	**$50.00**
Change order	$50.00	**$35.00**
Restore service	$50.00	**$50.00**
Number change	$40.00	**$40.00**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.1. Local Exchange Service, cont'd.

3.1.7 Call Blocking Services

3.1.7.1. Call Blocking 900/976/556 Service

Call blocking 900/976/556 service allows Customers to restrict 900/976/556 outgoing calls from being placed over their exchange access lines or trunks. Restricted calls are directed to a central office announcement. There is no charge for this service with the initial restriction. All subsequent requests will be charged as outlined below.

Call Blocking 900/976/556 is furnished only where central office capabilities exist for this service.

3.1.7.2. Toll Denial

Toll denial service is a central office service that restricts long distance calling. Restricted calls are directed to a central office announcement. Toll denial is activated when a dialed number is preceded by a one or a zero.

3.1.7.3. Rates

	Maximum Monthly Recurring Charge	Maximum Non-Recurring Charges	**Current Monthly Recurring Charge**	**Current Maximum Non-Recurring Charges**
Call Blocking – 900/976/556	$5.00	$0.00	**$3.00**	**$0.00**
First line equipped	$5.00	$5.00	**$3.00**	**$3.00**
Additional lines equipped	$5.00	$5.00	**$3.00**	**$3.00**
Toll Denial	$5.00	$0.00	**$3.00**	**$0.00**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.2. Dedicated Business Data Service

The Company provides dedicated business data services to Customers for transmission at 1.54 Mbps speeds. Customers may utilize the Company's dedicated business data services to access value-added services including the Internet or other online services. This service is a data-only service and does not include voice service.

Where connection is made to value-added services including the Internet or other online services the Customer will be responsible for usage or other charges assessed by the Internet or online service provider.

This service is limited to Company service areas where Company has equipment and facilities available and interconnection agreements between Company and the ILEC.

Utilization of the Company's dedicated business data service requires specialized customer premises equipment ("CPE"). Such CPE may be obtained from the Company on a non-regulated basis or from a third party. It is the responsibility of the Customer to obtain the necessary CPE prior to use of service.

3.2.1. Rates and Charges

Term	Maximum Monthly Recurring	Installation
Month-to-Month	$600.00	$750.00
One Year Contract	$550.00	$750.00
Two Year Contract	$500.00	$750.00

Term	**Current Monthly Recurring**	**Installation**
Month-to-Month	**$500.00**	**$500.00**
One Year Contract	**$475.00**	**$500.00**
Two Year Contract	**$450.00**	**$500.00**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.2. Dedicated Business Data Service, cont'd.

3.2.2. Conditions of Service

(A) Either party may terminate the contract at the end of the current term by providing the other party with 30 days' prior written notice. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the contract will be automatically renewed for an additional term equal in length to the expiring term of the agreement.

(B) If Customer terminates the contract prior to the end of the contract term, or the contract term is terminated by Company for material breach by the Customer, Customer shall become immediately liable for the full amount of the recurring monthly charges that would have been assessable during the remainder of the one or two year contract term for the applicable service.

(C) The contract may not be assigned by Customer except to a wholly-owned subsidiary or affiliate held under common control with Customer, without the prior written consent of the Company, which will not be unreasonably withheld provided that the Company has been given at least 30 days to consider a request for its consent to the assignment.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.4. Operator Services

3.4.1. Local Operator Assistance

Local Operator assistance is available to Customers and users of the Company's local calling services. In addition to charges which would otherwise apply pursuant to other sections of this tariff, each operator-assisted call will be assessed a charge(s) as set forth within.

3.4.1.1. Person-to-Person

Refers to calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the calling number, called number, or a third party.

3.4.1.2. Station-to-Station

Refers to calls other than person-to-person calls billed to a calling card, called number, or a third number. Calls may be completed with or without the assistance of a Company operator.

3.4.1.3. Busy Line Verify

Upon request of a calling party, by dialing "0", the operator will verify a busy condition on a called line. The operator will determine if the line is clear or in use and report to the calling party.

3.4.1.4. Busy Line Interrupt

Upon request of a calling party, by dialing "0", the operator will interrupt the call on the called line only if the calling party indicates an emergency.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.4. Operator Services, cont'd.

3.4.1. Local Operator Assistance, cont'd.

3.4.1.5. Rates

In addition to charges which would otherwise apply pursuant to other sections of this tariff, each-operator assisted call will be assessed a charge(s) as follows:

The following charges are assessed on a per-call basis.

	Maximum/ Operator Handled	Maximum/ Automated	**Current/ Operator Handled**	**Current Automated**
Person-to-person	$2.00	$2.00	**$1.00**	**$1.50**
Person-to-person collect	$2.00	$2.00	**$1.00**	**$1.50**
Person-to-person third number	$2.00	$2.00	**$1.00**	**$1.50**
Station-to-station	$2.00	$2.00	**$1.00**	**$1.50**
Station-to-station collect	$2.00	$2.00	**$1.00**	**$1.50**
Station-to-station third number	$2.00	$2.00	**$1.00**	**$1.50**
Busy line verify	$2.00	$2.00	**$1.00**	**$1.50**
Busy line interrupt*	$2.00	$2.00	**$1.00**	**$1.50**

*The charge includes Busy Line Verify and Busy Line Interrupt functions.

3.4.2. Directory Assistance

Customers may obtain directory assistance in determining telephone numbers by calling the directory assistance operator. A maximum of two requested telephone numbers will be provided for each directory assistance call.

When a Customer requests operator assistance to place a call to directory assistance, the local operator assistance charge applies in addition to the directory assistance charge.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.4. Operator Services, cont'd.

3.4.3. Directory Assistance Call Completion (DACC)

After receiving a number of accessing directory assistance, the Customer has the option of having the call completed by either an operator or by depressing a specific digit on a touch tone telephone.

The DACC option is only available if the calling number and the number requested to be dialed are in the same metropolitan calling area. Calls to non-published telephone numbers are not eligible for DACC. DACC is not available from coin telephones. The charge for DACC includes the directory assistance charge.

3.4.3.1. Rates

(A) Direct Dialed Calls to Directory Assistance

	Maximum	**Current**
Per call charge	$1.00	**$0.75**

(B) Directory Assistance Call Completion

	Maximum	**Current**
Per call charge	$2.00	**$1.50**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.5. Directory Listings

The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance database free of charge upon initiation of basic local exchange service. Rules and regulations governing the provisioning of directory listings apply as specified in the dominant local exchange carrier tariffs.

Additional listings and/or special types of listings may be provided for a charge. Non-published listings are not listed in the directory nor in the Company's directory assistance records. Changes and/or additions to directory listings may incur applicable charges as specified below.

3.5.1. Descriptions

3.5.1.1. Listing-Primary

This listing is the primary listing in the alphabetical directory. One primary listing for each Company and certified telecommunications provider end user is provided without charge.

3.5.1.2. Listing-Additional

Business additional listings may be the names of firms or corporations which the Customer or authorized user owns or controls or is duly authorized to represent.

3.5.1.3. Listing-Foreign Directory

A Customer or an additionally-listed party may be listed in an alphabetical list other than that in which the Customer is regularly listed. Such listings may be indented or placed under a caption. Foreign listings of groups of Customers may be furnished at no charge when it is determined by the Company that it is desirable to do so in order to facilitate finding telephone numbers in cases where the boundaries of the exchanges comprising the regular list for such customers do not coincide with the municipal, postal or other geographical designations of their locations.

3.5.1.4. Listing-Non-Published

At the request of the Customer, any one or all of the Customer's listings may be omitted from the directory and not listed in the directory assistance records.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. MAXIMUM SERVICE DESCRIPTIONS AND RATES, cont'd.

3.5. Directory Listings, cont'd.

3.5.1. Descriptions, cont'd.

3.5.1.5. Listing-Non-Listed

At the request of the Customer, any one or all of the Customer's listings may be omitted from the directory but listed in the directory assistance records available to the general public.

3.5.1.6. Listing-Alternate

A Customer may be furnished a duplicate listing, including an alternate call number associated with the listing, which from a service standpoint is considered necessary to facilitate the use of the directory by the public. An example of an alternate listing is:

Eighteen Ninety Walnut St Apts. 567-9050
1890 Walnut St Apts. 567-9050

3.5.1.7. Listing-Cross-Reference

A cross-reference listing will be furnished only where it will facilitate the use of the directory. Cross-references are not intended as an advertising medium.

3.5.1.8. Listing-Installation

An installation charge is a non-recurring charge associated with the establishment of a primary listing, additional listing, and foreign listing. It applies per listing ordered.

An additional charge will be applied for each subsequent business listing requested on the same order. This charge will apply only when the Customer is not requesting billable orders with other service connection charges for other Company services at the time the order is requested.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. SERVICE DESCRIPTIONS AND RATES, cont'd.

3.5. Directory Listings, cont'd.

3.5.2. Rates

(A) Business Service

	Maximum Non-Recurring Charge	**Current Non-Recurring Charges**
Listing-primary	$10.00	**$5.00**
Listing-additional	$10.00	**$5.00**
Listing-foreign directory	$10.00	**$5.00**
Listing-non-published	$10.00	**$5.00**
Listing-non-listed	$10.00	**$5.00**
Listing-alternate	$10.00	**$5.00**
Listing-cross-reference	$10.00	**$5.00**
Listing-installation	$10.00	**$5.00**
Listing-installation additional	$10.00	**$5.00**

3.6. Miscellaneous Services

3.6.1. Presubscribed Interexchange Carrier Charge (PICC)

The primary interexchange carrier charge provides for the recovery of common line costs not recovered by the end user common line charge. This charge is only applicable if the Customer does not choose a presubscribed interexchange carrier as per paragraph 92 of the FCC's Order on Access Charge Reform, 12 FCC Rcd. 15982, 16019 (1997).

The PICC is a flat monthly charge that applies for each end user's common line or DS1 facility depending on the service being provisioned. The PICC applies per presubscribed line or DS1 facility. If the end user line or DS1 facility is not presubscribed to an interexchange carrier, the PICC will be assessed directly to the end user.

3.6.1.1. Rates

	Maximum Monthly Recurring Charge	**Current Monthly Recurring Charge**
FCC PICC – PRI, per line/facility	$6.00	**$5.00**

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, Nevada 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

COMMPARTNERS, LLC

REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF SOUTH CAROLINA

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COMMISSION

Issued: March 21, 2008

Effective: April 21, 2008

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

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David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

CHECK SHEET

The Title Page and all pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	Sheet	Revision	Sheet	Revision
Title	Original				
1	Original				
2	Original				
3	Original				
4	Original				
5	Original				
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David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

TARIFF FORMAT

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.

Page Revision Numbers: Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.

Paragraph Numbering Sequence: There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level of coding:

2.
2.1.
2.1.1
2.1.1.(A)
2.1.1.(A)(1)
2.1.1.(A)(1)(a)
2.1.1.(A)(1)(a)(i)

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
.dclark@commpartners.us

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of interexchange service by CommPartners, LLC within the State of South Carolina and subject to the jurisdiction of the South Carolina Public Service Commission. This tariff is on file with the South Carolina Public Service Commission and may be inspected, during normal business hours, at the Company's principal place of business.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

EXPLANATION OF SYMBOLS

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule or condition.

(I) To signify increase.

(L) To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify reduction.

(T) To signify a change in wording of text but not change in rate, rule or condition.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: An arrangement which connects the Customer's telephone to a Company-designated switching center or point of presence.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or authorized user upon access to the carrier's travel service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer, or is placed in a position by the Customer, either through acts or omissions, to use the service under the terms and conditions of this tariff.

Calling Card: A billing convenience whereby the end user may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: The South Carolina Public Service Commission.

Company: CommPartners, LLC, the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Equal Access: A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange: A geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communications service in that area.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

1. DEFINITIONS, cont'd.

Interexchange Carrier (IXC): A company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of South Carolina.

InterLATA call: Any call which is originated in one LATA and terminated in another LATA.

Interstate call: Any call which is originated in one state and terminated with the boundaries of another state.

IntraLATA call: Any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

Intrastate call: Any call which is originated and terminated within the boundaries of the State of Georgia, regardless of whether such call crosses state boundaries prior to reaching its termination point.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of bits, per second.

Non-recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Point of Presence: The location where an interexchange carrier has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

Premises: The physical space designated by the Customer for the termination of the Company's service.

Presubscription: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

1. DEFINITIONS, cont'd.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute service commencement date.

Services: The Company's telecommunications services offered on the Company's network.

Serving Wire Center: A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination: Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

V & H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. REGULATIONS

2.1. Undertaking of the Company

The Company undertakes to install, operate and maintain its service in accordance with the terms and conditions set forth in this tariff.

2.2. Limitations of Service

2.2.1. Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.

2.2.2. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3. The Company reserves the right to discontinue furnishing service in accordance with the terms of this tariff.

2.2.4. Service and facilities furnished by the Company under this tariff shall be used by the Customer only for lawful purposes, and in accordance with all applicable laws, rules and regulations and of the Company's rules of general application.

2.2.5. Service may be used for transmission of communications by the Customer and by the authorized user.

2.2.6. Customer may not assign or transfer, at any time prior to or after the commencement of the service, the Customer's service or any rights or obligations thereunder without the prior written consent of the Company, which consent shall not be unreasonably withheld. An assignment shall be deemed to include any change of voting or management control of Customer. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees, as well as all conditions for service. Any unauthorized assignment shall be null and void except as ratified by the Company.

2.2.7. This tariff shall not be construed such that the Company and the Customer could be considered as principal and agent, partners, or employer and employee.

2.2.8. The Company's failure to insist upon strict performance of the terms of this tariff or to exercise any rights or remedies set forth in this tariff shall not waive any of the Company's rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.3. Liability

2.3.1. Customer shall defend, indemnify, and hold the Company harmless from and against all third party claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature, for any and all damages of any kind arising from or related to any use of the Company's service or otherwise arising from the Customer's relationship with the Company.

2.3.2. The Company shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, ware or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond the Company's reasonable control.

2.3.3. If a third party solicits a Customer's order on behalf of the Company or promotes or endorses to the Customer the use of the Company's services, or provides all or a portion of such service with, for, or on behalf of the Company, or if a third party is involved in any other way, the Company and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either the Company or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

2.3.4. In the event that the Company's service or any portion thereof is unavailable to Customer due to a total or partial interruption of the service, the Company's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of service shall be for the Company, if requested by Customer, to provide and for the Customer to receive a pro rata credit for the period and for the portion of the service affecting during which the service or any part thereof was unavailable to Customer.

2.3.5. In no event shall the Company be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. The Company's maximum liability for any damages arising out of or related to its service and/or agreements and/or contracts between Customer and the Company shall not exceed the estimated monthly charges as calculated by the Company for the month during which such liability arises.

2.3.6. The Company warrants that it shall provide its service in accordance with this tariff. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.3.7. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.3. Liability, cont'd.

2.3.8 The Company shall not be liable to the Customer or any other person, firm, or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in service (collectively "defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, representatives invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of local access providers' labor and materials. In addition, all or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

2.4. Payment and Billing

2.4.1. Service is billed on a monthly basis. Bills are due and payable upon receipt. In addition to any other remedies the Company may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.

2.4.2. Except where indicated, charges for service shall accrue from the earlier of the Customer-requested service start date, the service commencement date, or the date set forth in section 2.4.3., below. Partial month billings shall be prorated based on 30 days. Unless otherwise referenced in this tariff, any fraction of a cent for the Company's service will be rounded up to the next whole cent.

2.4.3. Unless the Customer notifies the Company to the contrary within five (5) business days after the service commencement date, service shall be deemed accepted by the Customer as of that day, and charges shall accrue for the service as of the service commencement date.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.4. Payment and Billing, cont'd.

2.4.4. The Customer is responsible for payment of all charges for service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's authorization codes is the responsibility of the Customer. The Company reserves the right to bill all calls placed using Customer's authorization code.

2.4.5. Customer will be billed for and will be responsible for any applicable federal, state, or local taxes, tax surcharges and similar fees related to the provision and use of service unless Customer provides the Company with a valid exemption certificate. The Company reserves the right to adjust its rates and charges, or impose additional rates and charges on its Customers pursuant to charges imposed on the Company by an order, rule or regulation of the Federal Communications Commission (FCC) or other governmental authority in support of statutory or regulatory programs, such as Universal Service Fund, Presubscribed Interexchange Carrier Charge, and payphone service provider compensation.

2.5. Cost of Collection

Customers will be liable to the Company for any and all costs and/or expenses including reasonable attorneys' fees and expenses of any kind or nature, incurred by the Company directly or indirectly in the collection of any amounts due or while otherwise enforcing the terms of this tariff with respect to the Customer.

2.6. Returned Check Charge

If payment for service is made by a check, draft, or similar instrument (collectively "check") that is returned unpaid by a bank or another financial institution to the Company for any reason, the Company will first attempt to re-deposit the check. If, after the check is re-deposited, it is returned by the bank or financial institution for the second time, in addition to any other remedies available, Company will pursue its remedies available per S.C. Code Ann. Section 34-11-70. In addition, the Customer will be required to replace the returned check with a payment in cash or equivalent to cash, such as cashier's check, certified check, or money order. Notwithstanding the bad check charge provision as set forth in this section, the Company may disconnect the service in the event of returned payment, as set forth in section 2.14 of this tariff.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.7. Billing to Term

If the total charges incurred by the Customer for all usage identified in the term plan as being contributory toward meeting the Customer's minimum spend commitment (net of any applicable term plan or other discounts) for any monthly billing period are not at least equal to their timer plan minimum, then for that month the Customer shall pay an additional charge (as a service underutilization charge and not as penalty) equal to the difference between the Customer's term plan minimum and the total amount of net usage charges for contributory usage incurred that month.

2.8. Deposits

The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

2.9. Advance Payments

2.9.1. Recurring Charges

The Company reserves the right to collect an advance payment from those Customers from whom the Company feels an advance payment is necessary. Such payment shall not exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.9.2. Non-Recurring Charges

The Company reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

If a deposit and an advance payment are both collected from a Customer, then the sum of the two cannot exceed 2½ times the estimated monthly charge.

2.10. Disputed Bills

Customer must bring billing inquiries and disputes to the Company's attention within forty-five (45) days of the invoice date. Failure to do so within this period shall be deemed an admission of the accuracy of the entire contents of the bill and shall foreclose any opportunity to challenge the accuracy of any portion of that bill at a later date. Company's billing practices shall at all times comply with R. 103-625.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.11. Taxes

All state and local taxes including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax, are listed as separate line items and are not included in the quoted rates.

2.12. Notices to the Company by Customer

A notice shall be considered given when delivered in the manner prescribed below.

2.12.1. This section applies to:

(A) Notices of termination of service by Customer when such termination is prior to the end of the term commitment for such service, or when such termination does not otherwise conform with the terms and conditions of this tariff or Customer's service order form;

(B) All other notices such as ordering of service, changes of service, billing inquiries, and other notices regarding service.

2.12.2. Notices pertaining to 2.12.1.(A), above, shall be sent to the Company's principal place of business, shall be in writing, and shall be either delivered in person, or sent by certified mail with return receipt requested, or by facsimile, electronically confirmed and followed up immediately by regular mail. Alternatively, oral notice may be provided by notification to the Company's customer service department by calling 877/297-0926.

2.12.3. Notices pertaining to 2.12.1.(B), above, shall be sent to the Company's principal place of business and shall be either delivered in person, or sent by facsimile, electronically confirmed, or sent by regular mail.

2.13. Cancellation or Termination of Service by Customer

2.13.1. Cancellation of Service Prior to Service Commencement Date

If Customer cancels an application for service prior to the service commencement date, Customer shall be liable for any costs incurred by the Company in provisioning the service as well as the Company's applicable administrative fees, if any.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.13. Cancellation or Termination of Service by Customer, cont'd.

2.13.2. Termination of Service without Term Commitment

Unless stated otherwise, for a service not subject to term commitment, the Customer may terminate such service without incurring liability. Upon such a termination, Customer shall immediately cease using the service and pay the Company for all charges incurred by Customer through the date such service is discontinued.

2.13.3. Termination of Service with Term Commitment

For a service subject to term commitment, Customer may, by providing thirty (30) days advance written notice to the Company, terminate such service prior to the expiration of its specified term. Upon such termination, the following shall apply:

(A) Customer shall immediately cease using that service; and

(B) Customer shall pay the Company for all charges incurred for that service through the date that service is discontinued; and

(C) Customer shall pay the Company any promotion credits provided to Customer by the Company for the terminated service; and

(D) Customer shall pay the Company the minimum commitment amounts remaining in the term. For example, if the Customer committed to $400 per month in charges, and the service is discontinued three (3) months prior to the expiration of the specified term, the amount due to the Company is equal to 3 (three months) x $400 (minimum monthly commitment), or $1,200.

2.13.4. Renewal Period

Upon expiration of the initial term for service, unless the Company and the Customer have agreed to renew such service for a specified period of time, the Company shall continue to provide such service until either the Company or the Customer, upon thirty (30) days prior written notice, terminates the service. During such continuation, the Company may adjust the charges to the applicable month-to-month rate.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.14. Discontinuance of Service by the Company

In addition to any other remedies available to the Company, the Company may, upon notice unless stated otherwise, discontinue service or cancel an application for service. Service may be denied or discontinued in compliance with R. 103-625 and with R. 103-633.

2.15. Inspection, Testing and Adjustment

2.15.1. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's equipment. The Company may interrupt the service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

2.15.2. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company.

2.15.3. In the event of service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the service, including the provision of immediate access to the customer's premises.

2.15.4. No interruption of service allowance will be granted for the time during which such tests and adjustments are made.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.16. Interconnection

2.16.1. Service furnished by the Company may be interconnected with services or facilities of an access carrier, other authorized communications common carrier or with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and of others shall be provided at the Customer's expense.

2.16.2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs, if any. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.16.3. The Customer shall ensure that its equipment is properly interfaced with the Company's facilities such that the signals emitted into the carrier's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause an imminent harm to the Company's equipment, personnel or the quality of service to other customers, the Company may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to the Company, the Company may, upon written notice, terminate the Customer's service pursuant to section 2.14.14. of this tariff.

2.16.4. The Customer agrees to use and maintain the Company-provided equipment in accordance with instructions of the Company. Failure to do so will void liability for interruption of service and may make the Customer responsible for damage to the Company's equipment pursuant to this section. Risk of loss for any Company-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's premises.

2.16.5. Title to any Company-furnished equipment shall at all times remain with the Company or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and the Company shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in the Company-furnished equipment.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.16. Interconnection, cont'd.

2.16.6. Customer agrees to return to the Company all of the Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company upon demand for any costs incurred by the Company due to the Customer's failure to comply with this provision.

2.16.7. If the Company provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "software") to Customer, Customer shall use the software only with Company-furnished equipment and service. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the software in any form or by any means, or (b) use the software for any purpose other than as set forth in this section. Customer shall not have any ownership rights in, or obtain rights to, the software. If a license agreement accompanies the software, Customer agrees to abide by the terms of such agreement.

2.16.8. Customer shall sign a Company-provided letter of agency to enable and authorize the Company to notify the local service provider of Customer's selection of Company as its long distance carrier for the Customer-designated telephone numbers and to contact the local service provider on its behalf.

2.17. Allowance for Interruptions

2.17.1. For all services for which charges are specified on a time-sensitive basis, and which there may be interruption of an individual call, due to a condition in Company's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

(A) A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a Company customer service representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.17. Allowance for Interruptions, cont'd.

2.17.1., cont'd.

(B) Credit allowance will not be made for (1) interruptions not reported to Company, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Company. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over Company facilities, the Customer must pay the charges for the alternative service used.

2.17.2. When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to re-establish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. A Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a Company customer service representative.

2.17.3. For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

(A) When service is interrupted for a period of less than two hours, no credit allowance will be given; or

(B) When the service's dedicated access or termination line(s) associated with the service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one-thirtieth (1/30) of the monthly recurring charge(s) will be given; or

(C) When the service's access or termination line(s) associated with the service are interrupted for a period of more than twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30) of the monthly recurring charge(s) will be given for each twenty-four (24) hour period or fraction thereof.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.17. Allowance for Interruptions, cont'd.

2.17.4. No credit allowances will be made for:

(A) Interruptions caused by the negligence of the Customer, Customer's authorized user, or agent and/or designees; or

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

(C) Interruptions during any period during which Company or its agents are not afforded access to Company-provided equipment or the premises where access facilities associated with service are terminated; or

(D) Interruptions during any period when the Customer or user has released the service to Company for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

(E) Interruptions during periods when the Customer elects not to release the service for testing or repair and continues to use it on an impaired basis; or

(F) Interruptions not reported to Company; or

(G) Interruptions that are due to a cause beyond Company's reasonable control, including, without limitation, problems with the Customer's terminal equipment, or failure of Customer to meet its responsibilities set forth in this tariff.

2.17.5. An interruption period begins when the Customer reports to Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted, and, therefore, no credit for the interruption will be allowed.

2.17.6. If the Customer elects to use another means of communication during the period of interruption, the Customer must pay the charges for the alternative service used.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

2. RULES AND REGULATIONS, cont'd.

2.18. Special Customer Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, at its option, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.19 Marketing Guidelines

As a telephone utility under the regulation of the Public Service Commission of South Carolina, TSLC hereby asserts and affirms that as a provider of intrastate telecommunications service, TSLC will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and TSLC will comply with those marketing procedures, if any, set forth by the Commission. Additionally, TSLC will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. TSLC understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. SERVICE DESCRIPTIONS

3.1. Timing of Calls

Billing for calls placed through the Company's service is based in part on the duration of the call as follows, unless specified otherwise in this tariff:

(A) Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry detection methods, including hardware and software detection.

(B) Chargeable time for a call ends when either party disconnects from the call.

(C) Minimum call duration may vary by service and is specified in Section 4 of this tariff.

(D) Billing increments may vary by service and are specified in Section 4 of this tariff.

(E) The Company will not charge for unanswered (uncompleted) calls.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. SERVICE DESCRIPTIONS, cont'd.

3.2. Calculation of Distance ("V&H")

Usage charges for mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer and that of the destination point is calculated by using the industry standard vertical ("V") and horizontal coordinates ("H") coordinates.

Step 1: Obtain the V and H coordinates for the wire centers serving the customer and the destination point.

Step 2: Obtain the difference between the V coordinate of each wire center. Obtain the difference between the H coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the V difference and the H difference obtained in Step 3.

Step 5: Divide the sum of the squares obtained in Step 4 by 10. Round to the next higher whole number if a fraction remains from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if a fraction remains.

Formula: Mileage = $\sqrt{\frac{[V1-V2]^2+[H1-H2]^2)}{10}}$

3.3. Holiday Rates

On holidays, the evening rates apply all day, except when the night/ weekend rates would normally apply.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. SERVICE DESCRIPTIONS, cont'd.

3.4. Promotions and Discounts

3.4.1. Special Promotional Offering

Applicant may make special promotional offerings of its service on a limited basis. This promotional offering may include waiving or reducing the applicable charges for the promoted service. The promotion may also be offered for a limited duration and limited to specific locations within the state. The waiver of any charge, other than a non-recurring charge, shall be limited to ninety (90) days on a per-customer basis. The Commission shall be notified of any Special Promotional Offering prior to its implementation.

3.5. Service Offerings

3.5.1. 1+ Service

1+ Service consists of the furnishing of presubscribed switched message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week.

Customers will be charged for calls based on the duration of the call as set forth below.

3.5.2. 800/888 Service

This service is a direct access, incoming only, usage sensitive WATS offering which requires a dedicated access line for use. This is a service whereby a customer can be billed at reduced rates for calls to his premises.

Customers will be charged for calls based on the duration of the call as set forth below.

3.5.3. Travel Card Service

Travel Card Service allows customers to gain access to their long distance service from anywhere in the state to anywhere in the state via discount service billed back to the user's account. The customer utilizes an 11-digit "800" access number established by the Company to access a terminal. Upon receiving a second dialtone, the customer uses push-button dialing to enter an identification code assigned by the Company, followed by the ten-digit number of the called party.

Customers will be charged for calls based on the duration of the call as set forth below.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

3. SERVICE DESCRIPTIONS, cont'd.

3.5. Service Offerings, cont'd.

3.5.4. Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

4. CURRENT AND MAXIMUM RATES AND CHARGES

4.1. 1+ Dialing

The Company will charge a flat rate per minute without regard to mileage for calls made by residential customers originating and terminating in South Carolina as follows:

	Day	Evening	Weekend
Current rate per minute	$0.08	$0.08	$0.08
Maximum rate per minute[1]	$0.10	$0.10	$0.10

The Company will charge a flat rate per unit without regard to mileage for calls made by business customers originating and terminating in South Carolina as follows:

	Day	Evening	Weekend
Current rate per minute[1]	$0.08	$0.08	$0.08
Maximum rate per minute[1]	$0.10	$0.10	$0.10

4.2. 800/888 Service

The Company will charge a flat rate per minute without regard to mileage for calls originating and terminating in South Carolina as follows:

	Day	Evening	Weekend
Current rate per minute[1,2]	$0.20	$0.20	$0.20
Maximum rate per minute[1,2]	$0.25	$0.25	$0.25

[1] Day: 8:00 a.m. to but not including 5:00 p.m.
Evening: 5:00 p.m. to but not including 11:00 p.m.
Weekend: 11:00 p.m. to but not including 8:00 a.m.; Saturdays, Sundays and holidays

[2] Plus any payphone originating surcharges.

David Clark
Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us

5. CURRENT AND MAXIMUM RATES AND CHARGES

5.1 Travel Cards

The Company will charge a flat rate per minute without regard to mileage for calls originating and terminating in South Carolina as follows:

	Day	Evening	Weekend
Current rate per minute[1,2]	$0.20	$0.20	$0.20
Maximum rate per minute[1,2]	$0.25	$0.25	$0.25

1 Day: 8:00 a.m. to but not including 5:00 p.m.
Evening: 5:00 p.m. to but not including 11:00 p.m.
Weekend: 11:00 p.m. to but not including 8:00 a.m.; Saturdays, Sundays and holidays

2 Plus any payphone originating surcharges.

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Chief Executive Officer
3291 North Buffalo Drive, Suite 150
Las Vegas, NV 89129
Phone: 702/367-8647; Fax: 702/365-8647
dclark@commpartners.us