EXHIBIT "F"
PROPOSED INTEREXCHANGE TARIFF

365 Wireless, LLC

APPLICABLE TO INTEREXCHANGE SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by 365 Wireless, LLC with principal offices at 1500 Trotters Cove, Atlanta, GA 30338. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

CHECK PAGE

The Title Page and remaining pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

PAGE	REVISION	PAGE	REVISION
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original	36	Original
11	Original	37	Original
12	Original	38	Original
13	Original	39	Original
14	Original	40	Original
15	Original	41	Original
16	Original	42	Original
17	Original	43	Original
18	Original	44	Original
19	Original	45	Original
20	Original	46	Original
21	Original	47	Original
22	Original	48	Original
23	Original	49	Original
24	Original	50	Original
25	Original	51	Original
26	Original		

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

TABLE OF CONTENTS

DESCRIPTION — PAGE NUMBER

Title Page 1
List of Changes Made by this Supplement 2
Check Page 3
Table of Contents 4
Explanation of Symbols 6
Tariff Format 7
Application of Tariff 8

Section 1 – Technical Terms and Abbreviations 9

Section 2 – Rules and Regulations 14
2.1. Undertaking of Company 14
2.2. Customer's Use of Service 15
2.3. Application for Service 17
2.4. Deposits 18
2.5. Credit 20
2.6. Provision and Maintenance of Service 23
2.7. Minimum Service Period 25
2.8. Customer Responsibilities 26
2.9. Payments and Billing 28
2.10. Taxes 31
2.11. Allowances for Interruption of Service 31
2.12. Cancellation or Modification of Service by Customer 32
2.13. Cancellation by Company 33
2.14. Restoration of Service 36
2.15. Limitation of Liability 37
2.16. Notices 42
2.17. Customer Provided Equipment and Interconnection 43
2.18. Promotional Offerings 45

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

TABLE OF CONTENTS, Continued

DESCRIPTION PAGE NUMBER

Section 3 – Description of Services 46
3.1. Application of Rates 46
3.2. 365's Interexchange Telecommunications Services 48

Section 4 – Rates and Charges 49
4.1. Service Charges 49
4.2. Time Periods 50
4.3. Discounts for Hearing Impaired Customers 51

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

EXPLANATION OF SYMBOLS

(I) To signify a **increase** in rates.

(D) To signify a **decrease** in rates.

(C) To signify any other changes.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

TARIFF FORMAT

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

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

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

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.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

APPLICATION OF TARIFF

A. This Tariff contains the descriptions, regulations and rates applicable to the furnishing of intraLATA and interLATA Toll Services to Business Customers only within the State of South Carolina by 365 Wireless, LLC.

B. This Tariff is in concurrence with all applicable South Carolina State and Federal laws. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

C. The rates and regulations contained in this Tariff apply only to the interexchange telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.

D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

E. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 1500 Trotters Cove, Atlanta, GA 30338.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Business Service:

A Service that conforms to one or more of the following criteria:

A. the Service is primarily for paid commercial, professional or institutional activity; or

B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or

D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Called Station: The terminating point of a call (i.e., the called number).

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Carrier:

A company authorized by the South Carolina Public Service Commission to provide telecommunications services.

Channel:

A communications path between two or more points of termination.

Collect Call:

A billing arrangement where a call is billed to the Called Station.

Commission

The South Carolina Public Service Commission

Company:

365 Wireless, LLC ("365")

Customer:

The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or

Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	apparatus
equipment	communications paths
lines	devices
accessories	systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the State's Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of- way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Business Service:

A service which does not meet the definition of a Residential Service and conforms to the following criteria:

A. the use of the Service is not primarily and substantially of a social or domestic nature; and

B. the Service is not located in a residence, or in the case of a combined business and residential Premises, the service is located in the business section of the Premises.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Service(s)

The telecommunications Services that Company offers pursuant to this Tariff.

Station:

Each telephone on a line where no telephone number associated with the line is provided on the same Premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Company undertakes to provide Services to Business Customers only subject to the terms and conditions of this Tariff.

2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of South Carolina.

2.1.3. Company offers Services to Business Customers for the transmission and reception of voice, data, and other types of communications.

2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.

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

2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE

2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.

2.2.2. Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.

2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.

2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE, Continued

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

2.2.8. The Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. APPLICATION FOR SERVICE

2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.

2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.

2.3.3. Customer who is indebted to Company for Service previously rendered pursuant to this Tariff may be refused further Service until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6 below.

2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer. Company will not seek to discontinue service for non-payment unless Bill for service is not paid at least 29 days from the date of the bill as established in Commission Rule 515-12-1-.28(b)/(c). Company will provide written notice of proposed disconnect at least five (5) days prior to date of disconnection. Company will make a good-faith effort to make personal contact at least two (2) days prior to the proposed disconnect date.

2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.

2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS

2.4.1. Company may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.

2.4.2. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.

2.4.3. Company will calculate the maximum deposit required from an applicant for Service or an existing customer by estimating the expected charges for Service for a two (2) month period. Company may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.

2.4.4. Customers may satisfy deposit requirements as follows:

A. In cash,
B. By an acceptable bank letter of credit,
C. Other forms of security acceptable to Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS, Continued

2.4.5. Deposits will be refunded to Business Service Customers at the sole discretion of Company.

2.4.6. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.

2.4.7. Interest rates applied to Business Customers' deposits held by Company shall be calculated in conformance with applicable State and Commission requirements.

SECTION 2 - RULES AND REGULATIONS, Continued

CREDIT 2.5.

2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;

B. Providing a suitable guarantee in writing, in a form presubscribed by Company; or

C. Paying a cash deposit pursuant to Section 2.4.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT, Continued

2.5.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the State of South Carolina for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and

B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and

C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and

D. The applicant provides accurate credit information as appropriate.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT, Continued

2.5.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.

2.5.6. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit pursuant to Section 2.4.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. PROVISION AND MAINTENANCE OF SERVICE

2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.

2.6.2. At the request of the Customer, installation or maintenance may be performed outside of Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or Facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.

2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. PROVISION AND MAINTENANCE OF SERVICE, continued

2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.

2.6.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days notice.

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. MINIMUM SERVICE PERIOD

2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.

2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.

2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES

2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.

2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.

2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES

2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.

2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's Premises.

2.8.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.

2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

2.8.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING

2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.

2.9.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears.

2.9.3. The Company will comply with the provisions of the Commission's rules regarding billing content and format.

2.9.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Business Customers' Bills not paid within thirty-one days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance only if such balance exceeds $20.00.

2.9.5. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.

2.9.6. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of $20.00 per Customer per check.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.7. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.

2.9.8. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

2.9.9. Billing disputes should be addressed to Company's customer service organization via telephone to 888-820-4544.

Customer service representatives are available from 9:00 AM to 6:00 PM Eastern Time at 888-820-4544. Messages may be left for the Customer Service Department Eastern Time from 6:01 PM to 8:59 AM, which will be answered on the next business day.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.10. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

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

B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Carolina Public Service Commission for its investigation and decision.

C. The address and telephone numbers of the Commission are:

South Carolina Public Service Commission
Office of Regulatory Staff
Consumer Services Division
PO Box 11263
Columbia, SC 29211
Tel. 1-800-922-1531 or 803-737-5230

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. TAXES

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

2.11.2. Credit allowances will be given in accordance to this Section 2.11. for interruptions of Service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of Channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.

2.11.3. For purposes of computing a credit under Section 2.11. every month is considered to have 30 days. No credit will be allowed for an interruption of a continuous duration of less than twenty-four (24) hours. Company will credit the Customer for an interruption of twenty-four (24) hours or more at the following rates:

1) One-thirtieth of monthly rate of each of the first three full 24-hour periods; and

2) Two-thirtieths of monthly rate for each full 24-hour period beyond the first three 24 hour periods.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER

2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.

2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.

2.12.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.

2.12.4. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.4. will apply to the extent Company has not yet recovered the costs described in Section 2.12.4. In addition, the minimum Service period obligations described in Section 2.7. will apply regardless of whether Service has been initiated and the charges due under Section 4.1. apply.

2.12.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company may immediately discontinue furnishing the Service to Business Customers without incurring liability:

A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or

B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or

C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or

D. For use of Company's Services for any purpose other than that described in the application; or

E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or

F. In the event of tampering with the equipment furnished and owned by Company; or

G. In the event of unauthorized or fraudulent use of Service.

2.13.2. Company may immediately discontinue furnishing the Service to Customers without incurring liability if there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company. At the time service is discontinued, the Company will mail a notice to the Customer's billing address.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.3. Company may discontinue Business Service without liability upon five (5) days written notice to the Customer via first-class mail prior to discontinuance of Service:

A. For violation of this Tariff, except as provided in Section 2.13.1., including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or

B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or

C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.6. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.

2.13.7. Company may refuse to permit Collect Calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. RESTORATION OF SERVICE

2.14.1. The use and restoration of Service in emergencies may be in accordance with federal rules and regulations which specifies the priority system for such activities.

2.14.2. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.

2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.

2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY

2.15.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or

B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

C. A breach in the privacy or security of communications transmitted over Company's facilities; or

D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment, as more fully discussed in Section 2.15.2; or

E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or

F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

G. Violations of the obligations of the Customer under this Tariff; or

H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or

I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

J. Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

K. Any delay or failure of performance or equipment due to a Force Majeure condition, as more fully discussed in Section 2.15.2., or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.

L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.1. Continued

N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:

1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or

2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or

3. A third party.

O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or

P. Any unauthorized use of the Service provided to Customer.

2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the lesser of $500.00 or, in the event of a failure of service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the time in which service is affected. The provisions for allowances for interruption as set forth in Section 2.11 of this Tariff are the sole remedy of the Customer, authorized user, or joint user and the sole liability of Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.3. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

2.15.4. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.

2.15.5. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.

2.15.6. **THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.**

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

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

2.15.8. Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

2.15.9. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS, Continued

2.16. NOTICES

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION

2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.

2.17.2. Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.

2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:

A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

B. the reception of signals by Customer-provided equipment; or

C. network control signaling when performed by Customer-provided network control signaling equipment.

SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION, Continued

2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company s network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.

2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.

2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 2 - RULES AND REGULATIONS, Continued

2.18. PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

All promotional offerings will be filed with the Commission at least seven (7) days in advance for tariff approval.

SECTION 3 - DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. Timing of Calls

A. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends a supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.

B. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is thirty-seconds with six-second billing increments thereafter.

C. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

D. There is no billing for incomplete calls.

3.1.2. Service Areas

A. Service is offered subject to the availability of Company facilities, equipment and systems throughout the State of South Carolina.

B. Unless otherwise specified in this Tariff, Company's interexchange Service area is statewide.

C. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. 365 INTEREXCHANGE SERVICES

3.2.1. Company provides telecommunications Services that allow a business Customer to establish a communications path between two Stations by using uniform dialing plans. Calls are billed in ten (10) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this Tariff.

3.2.2 **365 Outbound Long Distance Service**

365 Long Distance Service is offered to Business customers only. Service is provided from presubscribed, dedicated or shared use access lines. No monthly recurring charges or minimum monthly billing requirements apply.

3.2.3 **365 800/888 (Inbound) Long Distance Service**

365 800/888 (Inbound) Long Distance Service is offered to Business customers only. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in ten-second increments, with a thirty-second minimum call duration. A $10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.2.4. **Directory Assistance** (DA) is provided by 365's underlying Carrier to subscribers of record. The Customer may access the underlying Carrier's Directory Assistance by dialing the area code plus 555-1212.

3.2.5. **Operator Assisted Calling Services** - 365 provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the Company's underlying Carrier at the underlying Carrier's rates, terms and conditions, pursuant to underlying Carrier intrastate tariffs on file with the Commission. The Company does not offer alternative operator services to the transient public.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2.6. **911 Service** - 911 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.

Where offered, the Service shall include a 911 Emergency System, including but not limited to Enhanced 911 services, pursuant to applicable federal, South Carolina, and local laws and regulations. This system will provide use of the exchange network at no charge to the caller on a per call basis. Any calls from a pay telephone shall not require a coin to be deposited or payment of any charge for 911 calls. Company shall also provide the ability to transfer calls from a Public Safety Answering Point (PSAP) to the proper Emergency Response Agency (ERA), as required.

SECTION 4 - RATES AND CHARGES

4.1. SERVICE CHARGES

4.1.1 365 1+ Service (Outbound)

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
IntraLATA	$0.0750	$0.0150	$0.0750	$0.0150	$0.0750	$0.0150
InterLATA	$0.0750	$0.0150	$0.0750	$0.0150	$0.0750	$0.0150

4.1.2. 365 Toll Free Service (Inbound)

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
IntraLATA	$0.0750	$0.0150	$0.0750	$0.0150	$0.0750	$0.0150
InterLATA	$0.0750	$0.0150	$0.0750	$0.0150	$0.0750	$0.0150

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338

SECTION 4 - RATES AND CHARGES

4.2. TIME PERIODS

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

SECTION 4 - RATES AND CHARGES, Continued

4.3. DISCOUNTS FOR HEARING IMPAIRED CUSTOMERS

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit or charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per-call add-on charges for service that would normally incur the surcharge.

Tony D. Cash, General Counsel
365 Wireless, LLC
1500 Trotters Cove
Atlanta, GA 30338