

## Residential and Small Business – Terms and Conditions of Service\*:

**Customer Acceptance of Terms:** By subscribing to or making use of TransWorld Network, Corp.'s ("TWN," "Company") services, the Customer is agreeing to abide by the Terms and Conditions of service set forth herein. If the Customer does not agree to the Terms and Conditions set forth herein, the Customer must contact TWN prior to using TWN's service or as soon as possible thereafter, and cancel their service by notifying TWN at 1-800-950-3015. If the Customer cancels service, TWN will terminate the Customer's ability to make calls using TWN's service. The Customer must then make arrangements for new service with the carrier of their choice. Should the Customer choose to cancel service, applicable early termination charges may apply. Customer is also responsible for any usage charges incurred prior to disconnection of TWN's service.

**Application for Service:** Customer warrants and represents that all information provided to TWN for purposes of applying for service is complete, accurate and true. If TWN subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TWN may declare the Customer to be in default under this agreement and may exercise any remedies it has under this agreement at law or in equity. All applications for service are subject to approval by TWN.

**Credit Approval / Establishment of Credit:** TWN reserves the right to require all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized TWN to obtain such routine credit information and verification as TWN shall require in accordance with its then existing credit policies. Any applicant whose credit has not been duly established and acceptable to the Company may be required to make a deposit to be held as a guarantee of payment of charges. TWN shall have the right to require the Customer to make a deposit prior to or at any time after provisioning of any service. Waiver of initial deposit for any one Customer shall not act as a waiver for any other customer. At TWN's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service or if any balance is outstanding on the Customer's account at the time of cancellation, TWN reserves the right to apply the Customer's deposit against any unpaid balance. In the event TWN requires the prospective customer to make a deposit and the Customer refuses to make a deposit or advance payment, TWN may reserve the right to refuse to provide service to the Customer.

**Use of Service, Fraud, Termination or Denial of Service by the Company:** The Customer, not TWN, shall be responsible for compliance with FCC Rules for all Customer premise equipment and/or facilities. The Customer understands that Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to: (1) Using the Service for any purpose which is in violation of any law. (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard. (3) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard. (4) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers. (5) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful. The Company may immediately cancel the provision of services to the Customer, without incurring liability, for any of the following reasons: Non-payment of any sum due to the Company for any service on a timely basis; use of any service in a fraudulent or suspected fraudulent manner; failure to comply with any material provision of these Terms and Conditions; or the violation of any law or requirement of any governmental agency. If Customer fails to comply with this section, Customer acknowledges release of TWN from all liabilities or obligations and agrees to pay TWN for all costs or damages that TWN incurs as a result.

**Liability of the Company, Indemnity:** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer provided equipment, facilities or services. TWN is not liable for, and shall be fully indemnified and held harmless by the Customer against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TWN shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TWN be liable for any act or omission for any other company furnishing any portion of Service to Customer, including, but not limited to, any equipment owned or leased by Customer, any equipment supplied to Customer by TWN or any other supplier of equipment to Customer, or any network Service contracted by Customer or TWN. Further, TWN shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions.

**No warranties:** TWN makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, to Customer in connection with use of the Service. In no event shall TWN be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that Service interruptions will occur from time to time and agrees to hold TWN harmless for all such interruptions.

**Changes to Rates, Terms and Conditions:** TWN may change Rates, access numbers, authorization codes, promotion periods, and/or Terms and Conditions from time to time. TWN will notify Customers of increases by bill message, bill insert or other reasonable commercial method at least 30 days prior to the effective date for the increases except: TWN will not send notice of rate changes for international calls and TWN may decrease rates and charges without providing advance notice. Continued use of the services after receiving notification of change(s) constitutes the Customer's agreement to TWN's rates and terms and conditions that are in effect at the time the Customer uses the services.

**Availability:** Products, Plans and Promotional Offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Customer acknowledges that all Plans, Products, and Promotional Offerings may be offered for a limited time.

**Discounted Term and Bundled Plans:** In addition to standard rates and services, where available, TWN offers residential customers the opportunity to enroll in long distance as well as long distance plus Internet bundled plans when customers agree to remain active on the plan(s) for one year from enrollment. Early termination fees, disconnection requests, and restrictions/conditions apply. See subsequent sections for details. Upon completion of the plan(s) term, the plan(s) will automatically convert to a month-to-month term where early termination fees will not apply.

**Internet Service:** Where available, TWN offers Internet Access Service. Terms and Conditions for use of TWN's Internet Service can be accessed via the Internet at: <http://www.twncorp.com>

**Services, Billing Increments, Per Call Charges:** Service is provided and billed on a regular basis until cancelled by the Customer through notice given to TWN or until cancelled by TWN for non-payment or other breach of terms & conditions. The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether individually authorized or not; (b) accepted at the Customer's number(s) whether individually authorized or not (e.g. Inbound Service/Toll-Free Service); (c) billed to the Customer's number via a calling card, a company-assigned authorization code, travel card number, or other special billing number whether individually authorized or not; and/or (d) incurred at the specific request of the Customer. Customer assumes responsibility for security of their assigned numbers (card numbers) and access codes (PIN's, Account Codes) and is responsible for any calls made on their assigned access numbers and access codes. The Customer must report lost/stolen cards to TWN's customer service department immediately. The Customer agrees to assume all liability for fraudulent usage incurred up to the proper notification of TWN. **Billing Increments** for calls are as follows: (1) Residential customers; Domestic direct dialed, domestic calling card or domestic inbound calls are billed in 6 second increments and a 30 second minimum. International calls are billed in 30 second increments with a 1 minute minimum. (2) Business customers; Domestic direct dialed, domestic calling card or domestic inbound calls are billed in 6 second increments and an 18 second minimum. International calls are billed in 30 second increments with a 1 minute minimum. **Per Call Charges** will be assessed on calls originating at payphones (Payphone Surcharge) and for directory assistance calls. Per call charges may vary by state, accordingly, Customers are encouraged to contact TWN for applicable rates.

**International Calls Terminating to Mobile/Wireless Devices and International Audiotext Calls :** International calls terminating to a wireless device (including, but not limited to: a cellular phone, pager, personal computer, or personal digital assistant), may incur a higher rate than standard land-line termination rates. International Audiotext calls may also incur higher rates than standard land-line termination rates. Rates are subject to change without notice. Customers are encouraged to contact TWN for applicable rates.

**Termination of Inactive Inbound Toll-Free Service:** TWN reserves right to terminate an inbound toll-free number when the service becomes inactive for 3 consecutive months.

**Invoicing:** TWN will issue invoices for Service charges on a regular basis, which are due and payable 30 days from the invoice date. Charges are based on actual calls made and not previously invoiced. If the Customer's account balance is less than \$5.00 and the current charges are less than \$10, the Customer will not be invoiced until either their balance due exceeds \$5.00, the current charges exceed \$10 or 3 months have elapsed since their last invoice. A customer choosing to have an invoice generated each month will be assessed a service charge of \$1.00 for each monthly invoice generated where the total amount due is less than \$5.00. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The Company will bill the Customer directly for services rendered. Service will be billed on a monthly basis (unless Customer's balance due is less than \$5.00 and the current charges are less than \$10, as set forth above). Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in these Terms and Conditions. TWN reserves the right to correct any billing errors or omissions. Where available, Customers may choose *Paperless E-Bill*, an option whereby a link to the Customer's invoice will be sent via electronic mail instead of via the U.S. Postal Service. In order to sign up for the *Paperless E-Bill* service, the Customer understands and accepts that they will not receive a paper invoice. The Customer also agrees to ensure that the Customer has the proper hardware, software and Internet services in order to receive the *Paperless E-Bill* Service if the Customer chooses to sign up for this billing option. Failure to access invoices via the *Paperless E-Bill* option does not relieve the Customer of any obligation relating to these terms and conditions of service.

**Taxes and other charges:** In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that TWN bills the Customer related to Services. Taxes and other charges will be in the amounts that federal, state and local authorities require or allow TWN to bill Customer. TWN will not provide advance notice of changes to taxes and other charges, except as required by applicable law. The Company may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasi-governmental authorities in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the State Universal Service Funds, the Primary Inter-exchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service. In order to recover regulatory costs that are not separately itemized on Customer invoices, the Utility imposes a Regulatory Cost Recovery fee on all telecommunications services.

**Miscellaneous Administrative Fees:** (1) Customers may be subject to *Abandoned Credit Transfer Fees* of up to \$5. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of closing or accounts remaining dormant for 6 months or more. (2) *Invoice reprints* are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a Customer. From the 3<sup>rd</sup> period prior to the current invoice period there is a \$5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, \$1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TWN's *Paperless E-Bill* program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice.

**Payment Options, Refunds, and Credits:** *Payment Options*-Customers may remit payment in the form of check, money order, credit card or via ACH/Auto payment plans where TWN is authorized by the Customer to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans Customer must provide written notice to TWN and allow 30 days for TWN to process the request. *Refunds*-Customer's with credit balances due to have the option of obtaining a refund check by calling TWN Customer Service toll-free at 1-800-950-3015. *Credits*-Customer is hereby notified that credits posted by TWN to Customer accounts for promotional offerings, switching fees, goodwill, win back and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

**Returned Item Fee:** Each negotiable instrument (Check, Credit Card, ACH) submitted as payment that is returned to TWN as non-negotiable for any reason shall be assessed a Returned Item fee of \$30 and the original amount due will be considered unpaid until received by TWN. TWN reserves the right to require payment by money order, cashier's check or similarly secure form of payment, at TWN's discretion.

**Billing Disputes:** Customers may notify TWN of billing or other disputes in writing as follows: TransWorld Network, Corp. ATTN: Customer Service, 7702 Woodland Center Blvd, Ste 50, Tampa, FL 33614-2411. Customers may also contact TWN at the following toll-free number, 1-800-950-3015. The Customer must pay the undisputed amount set forth in the invoice and submit written explanation by the due date on the invoice. If notice of a dispute with respect to a charge is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and binding upon the Customer. Customer complaints and billing disputes will be promptly and thoroughly investigated by TWN. TWN will promptly advise the Customer as to outcome. Once the Customer has received the results of TWN's investigation, the Customer shall submit payment by the due date of the invoice, or if the due date has passed, within five working days for any disputed amounts determined to be owed to the Company. Failure to then make full payment or payment arrangements satisfactory to TWN shall be grounds for termination of service.

**Late Payment, Nonpayment, Disconnections, and Reconnections:** Accounts not paid within 30 days from the due date stated on the invoice will be considered delinquent. When payment is received by TWN after the due date, Customer acknowledges responsibility for late fees on the outstanding balance in the amount of 1.5% per month. Customer further acknowledges that in the event of nonpayment of charges or any other breach of the terms and conditions of this agreement, in addition to any other remedies that TWN may have, TWN has the right to temporarily or permanently disconnect accounts after reasonable notification (if required) to Customer. Customer is hereby notified that accounts disconnected for non-payment (regardless of plan) will be charged \$30 to reconnect, are subject to approval, re-establishment of credit, and may require a deposit prior to reconnection of service. Customers on Term plans are hereby notified that they are subject to early termination fees if disconnected for non-payment and further acknowledge that if they reconnect their service after 30 days have elapsed from their disconnection date, the year term begins on the date of reconnection. Details regarding early termination fees are found in the appropriate section below.

**Collections:** Customer acknowledges that any litigation will be commenced in Florida, and consents to jurisdiction in Florida. Customer also acknowledges liability for attorney's fees or collection costs incurred in having to collect on Customer's account. Customers are also hereby notified that TWN reports collections actions to the appropriate credit bureau(s).

**Disconnection of Service by Customer-Standard and Term plans:** Disconnection notice periods, fees, and policies vary. Customers on *Standard, No term* plans may contact TWN's customer service center to disconnect service, or may request disconnection in writing. Plans with no minimum term will not incur early termination fees. The Customer agrees to provide TWN with 30 days notice of disconnection, whether requested by phone or in writing. Customers on *Term Plans* may contact TWN's customer service center to disconnect service, or may request disconnection in writing. The Customer agrees to provide TWN with 30 days notice of disconnection, whether requested by phone or in writing. Customer will incur early termination fees as follows: Long Distance only term plans are subject to an early termination fee of \$30 per plan. Bundled term plans (Long Distance plus Internet) are subject to both the \$30 early termination fee per plan for the long distance termination **and** an amount equal to three (3) months of internet access charges per plan.

**\*(1) For intrastate telecommunications services, where state law or TWN's state tariff differs from these Terms and Conditions, state law or TWN's applicable state tariff takes precedence. For interstate and international telecommunications services, where federal law differs from these Terms and Conditions, Federal law takes precedence. (2) Terms and Conditions applicable to larger Business accounts are also available. For information, please contact a TWN Business Support Specialist toll-free at 1-877-896-2877 for details.**

Please note: If you require these Terms & Conditions in larger print, please contact TWN's Customer Service Center toll-free at 1-800-950-3015 or Customers may access this information online at <http://www.twncorp.com>.