

SNiP Link, LLC

100-A Twinbridge Drive

Pennsauken, NJ 08110

INTRASTATE TELECOMMUNICATIONS SERVICES PRICE LIST

This Price List contains the description, regulations and rates for the furnishing of intrastate resold interexchange telecommunications services provided by SNiP Link, LLC (“SNiP Link”) throughout the State of Washington. The Company’s principal offices are located at: 100-A Twinbridge Drive, Pennsauken, NJ 08110. This applies for service furnished within the State of Washington. This Price List is on file with the Washington Utilities and Transportation Commission (“Commission”), and copies may be inspected, during normal business hours, at the Company’s principal place of business in Pennsauken, New Jersey.

The Company’s toll free number is (888) 764-7600 and the Company’s contact person is Joseph A. Polito, Jr. Mr. Polito may be reached at the above address.

The Definitions (Section 1) are identical to the Definitions provided by the Commission except that SNiP Link includes additional Definitions that are not in conflict with Commission Definitions.

The Rules and Regulations (Section 3) are identical to the Rules and Regulations provided by the Commission except that SNiP Link includes additional Rules and Regulations that are not in conflict with Commission Rules.

By Authority of Order of Washington Utilities & Transportation Commission Docket No. UT-_____.

Issued: January 23, 2000

Effective: March 2, 2000

Issued By: Joseph Polito, Jr.
Director of Telecommunications Sales
SNiP Link, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110

SNiP Link, LLC

Washington U.T.C. Price List No. 1

Original Sheet No. 1

CHECK SHEET

All sheets of this tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	30	Original		
1	Original				
2	Original				
3	Original				
4	Original				
5	Original				
6	Original				
7	Original				
8	Original				
9	Original				
10	Original				
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25	Original				
26	Original				
27	Original				
28	Original				
29	Original				

* Indicates new or revised sheet.

Issued: January 23, 2000

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Effective: March 2, 2000

SNiP Link, LLC

Washington U.T.C. Price List No. 1

Original Sheet No. 2

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) – To signify changed conditions or regulation.
- (D) – To signify discontinued rate, regulation or condition.
- (I) – To signify increase.
- (K) – To signify that material has been transferred to another sheet or place in the Price List.
- (M) – To signify that material has been transferred from another sheet or place in the Price List.
- (N) – To signify new rate, regulation, condition or sheet.
- (O) – To signify no change.*
- (R) – To signify reduction.
- (T) – To signify a change in text for clarification.

* *The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.*

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Washington U.T.C. Price List No. 1

Original Sheet No. 5

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State of Washington. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other common carrier for use in accessing the services of Carrier.

The Customer is entitled to limit the use of Carrier's services by Users of the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 1 - DEFINITIONS

For purposes of this tariff, the following definitions will apply.

Authorized User: An end user authorized by the Customer to use the service.

Carrier or Company: Refers to SNiP Link, the issuer of this tariff.

Collect Call: A billing arrangement where a call is billed to the called station.

Commission: The Washington Utilities and Transportation Commission

Customer: The person, firm, corporation, or other entity which orders or uses service and has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with Price List regulations.

Measured Service: The provision of intrastate long distance measured time communications telephone service to Customers who access the Company's service and its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Operator Station: A Call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person: A Call for which the person originating the Call specifies to the operator a particular person, department or extension that is to be reached. Person-to-Person charges only apply when the Call is completed to the requested party or when the calling party agrees to talk to another person.

Third Party Billing: Service option that allows a Call to be billed to an account different from that of the calling or called party.

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES

2.1 DESCRIPTION OF SERVICE

2.1.1 1+ Long Distance

1+ Long Distance Service is a dedicated or switched long distance message telecommunications service provided between points located within the State. Dedicated 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds. Switched 1+ Long Distance calls are billed in initial 18 second increments and additional increments of 6 seconds.

2.1.2 Toll Free Service

Toll Free Service is a telecommunications service which allows a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer Premises and that employs a toll-free area code. Toll free service is billed in initial 18 second increments and additional increments of 6 seconds.

2.1.3 Calling Plans

4.3.1 Anytime USA

The Company offers customers ordering Anytime USA two (2) alternative plans based upon the manner of bill presentment that the customer pre-selects. There is a monthly fee for this plan and no minutes of usage are provided.

4.3.2 Integrated Services Calling Plan

The Company offers customers ordering the Integrated Services Calling Plan two (2) alternative plans based upon the manner of bill presentment that the customer pre-selects. There is no monthly fee for this plan and no minutes of usage are provided. Separate Internet access rates of SNiP, Inc. apply in addition to the telecommunications usage rates below. This plan provides customers with a package of switched telecommunications services and Internet access. Customers must subscribe to a qualifying Internet service offered by the Company's Internet provider, SNiP, Inc.

2.1.4 Toll Directory Assistance

Toll Directory Assistance Service provides the Customer with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.1 DESCRIPTION OF SERVICE (cont'd)

2.1.5 Toll Operator Services

Toll Operator Services involve assisting Customers with the placement of long distance telephone calls, including Calling Card Calls, Station-to-Station Calls, and Person-to-Person Calls. The Company will provide this service through arrangements with other telecommunications carriers.

2.1.6 Intrastate Calling Card Service

The Company will provide its Customers with calling cards for the purpose of enabling the customer to access the Company's long distance services from locations other than the Customer's premises.

2.1.7 Intrastate Calling Card Directory Assistance Service

Intrastate Calling Card Directory Assistance Service provides Customers using the Intrastate Calling Card Service with access to telephone number listing information. The Company will provide this service through arrangements with other telecommunications carriers.

2.1.8 Conference Calling Service

Conference Calling Service is an audio service that allows Customers to establish conference calls with individuals located at different sites. Customers may enter into the conference meeting using a pre-assigned conference telephone number.

2.1.9 OnNet Service

OnNet Service is the virtual connection within the State originating from Customer Premises that are connected to the Company's point of presence ("POP") or virtual point of presence ("VPOP") using dedicated access. The Customer must deliver traffic to one of the Company's collocated facilities, using separate arrangements obtained from the Company or a third party. OnNet Service rates apply to all non-local traffic completed through such arrangements. OnNet Service calls are billed in initial 18 second increments and additional increments of 6 seconds

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.2 LOCATION OF SERVICE

Pursuant to the Rules and Regulations of the Commission, the Company shall offer service statewide.

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.3 PRICES AND CHARGES

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

2.3.1 Intrastate Charges Based on Duration of Use

Timing of Calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company does not bill for incomplete Calls.

Specifically, where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.3 PRICES AND CHARGES (cont'd)

2.3.2 Intrastate Rates Based Upon Distance

Reserved for future use.

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.3 PRICES AND CHARGES (cont'd)

2.3.3 1+ Long Distance Rates

2.3.3.1 Dedicated 1+ Long Distance

\$0.0884 per minute

2.3.3.2 Switched 1+ Long Distance

\$0.1596 per minute

2.3.4 Toll Free Service Rates

2.3.4.1 Switched 1+ Toll Free Service

\$0.1596 per minute

2.3.4.2 Dedicated 1+ Toll Free Service

\$0.0884 per minute

2.3.5 Calling Plans

2.3.5.1 Anytime USA Rates

The recurring fee for the Anytime USA plan is \$4.95 per month.

	<u>Switched 1+ Rate</u>	<u>Toll Free Rate</u>
Direct/LEC Billing	\$ 0.1372 per minute	\$ 0.1372 per minute
Electronic Billing	\$ 0.1372 per minute	\$ 0.1372 per minute

2.3.5.2 Integrated Services Calling Plan

	<u>Switched 1+ Rate</u>	<u>Toll Free Rate</u>
Direct/LEC Billing	\$ 0.1372 per minute	\$ 0.1372 per minute
Electronic Billing	\$ 0.1372 per minute	\$ 0.1372 per minute

2.3.6 Toll Directory Assistance

Per Call: \$0.68

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.3 PRICES AND CHARGES (cont'd)

2.3.7 Toll Operator Services

Direct Connect/Station-to-Station: \$0.95
Direct Connect/Person-to-Person: \$3.70

2.3.8 Intrastate Calling Card Service

Per Call Set-up Charge: \$0.10
Per Minute Rate: \$0.20
Per Call Charge for Calling Card Calls
Placed from a Payphone: \$0.40

2.3.9 Intrastate Calling Card Directory Assistance

Per Call: \$0.95

2.3.10 Conference Calling Service

Weekday charges apply 12:00 midnight CST Monday through 11:59 p.m. CST Friday.
Weekend charges apply 12:00 midnight CST Saturday through 11:59 p.m. CST Sunday.

	<u>Weekday Charge</u>	<u>Weekend Charge</u>
Per Call Set-up Charge:	\$3.00	\$3.00
Per Minute Per Bridgeport Rate:	\$0.65	\$0.45

2.3.11 OnNet Service Rates

Between Intrastate LATAs: \$0.06 per minute

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.3 PRICES AND CHARGES (cont'd)

2.3.12 Volume and Term Discounts

The following volume and term discounts apply to all telecommunications usage purchased under this tariff. The Company will apply these discounts to the Customer's total monthly bill for services rendered, in the aggregate.

2.3.12.1 Term Discounts.

<u>Term</u>	<u>Discount</u>
One Year:	0%
Two Year:	2%
Three Year:	3%
Five Year:	4%

2.3.12.2 Volume Discounts.

<u>Monthly Recurring Revenue</u>	<u>Discount</u>
No Commitment:	0%
\$100.00 – 499.00	1%
\$500.00 – 999.00	2%
\$1,000.00 – 3,999.00:	3%
\$4,000.00 – 8,499.00:	5%
\$8,500.00 – 12,499.00:	7%
\$12,500.00 +:	9%

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SECTION 2 - SERVICES, LOCATION, PRICES AND CHARGES (cont'd)

2.3 PRICES AND CHARGES (cont'd)

2.3.13 Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB rates, shall be filed with the Commission.

2.3.14 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Promotional offerings will be included in the Company's tariff. All promotions are offered on a non-discriminatory basis and will be in compliance with Commission requirements.

2.3.15 PROMOTIONAL OFFERINGS

Reserved For Future Use.

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SECTION 3 - RULES AND REGULATIONS

3.1 Undertaking of the Company

- a. The Company provides resold interexchange telecommunications services to Customers for the direct transmission of voice telecommunications.
- b. The Company resells interexchange services throughout the State of Washington.
- c. The Company sells the telecommunications services provided herein in accordance with the terms and conditions set forth in this Price List. When authorized by the Customer, the Company may act as the Customer's agent for ordering facilities provided by other carriers or entities 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 arrangements.
- d. The Company's services are provided on a monthly basis, unless otherwise stated in this Price List. Services are available twenty-four (24) hours per day, seven (7) days per week.

The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-888-764-7600.. Customers wishing to communicate with the Company in writing may send correspondence to: 100-A Twinbridge Drive, Pennsauken, NJ 08110.

3.2 Adoption of Rules and Regulatory Authorities

The Rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this Price List unless otherwise waived by order of the Commission.

3.3 Interconnection

Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with other companies' facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Application for Service

Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

3.5 Deposits

Deposits and/or advanced payments are not required.

3.6 Payment and Billing

3.6.1 Payment of Charges

1. Service is provided and billed on a monthly basis in arrears.
2. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service.
3. Billing will be payable upon receipt and past due fifteen (15) days after issuance. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by fifteen (15) days after the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.6 Payment and Billing (Cont'd)

3.6.2 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer take the following course of action:

First, the Customer may request, and the Company will provide, 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.)

Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Washington Utilities and Transportation Commission. The address of the Commission is:

Chandler Plaza Building
1300 South Evergreen Park Drive, S.W.
Olympia, WA 98504

3.7 Cancellation by Customer

Cancellation of service by the Customer can be made either verbally or in writing and is applied pursuant to WAC 480-120-081 (1) as follows:

1. Where an application for service is canceled by the Customer prior to the start of any design work or installation of facilities, no charge applies.
2. When an application which requires special design work is canceled after the design work has begun, the Company may collect charges equal to the cost incurred for the associated design work to date.
3. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.8 Disconnection of Service by Carrier

3.8.1 The Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

1. Nonpayment of bills;
2. Tampering with the Company's property;
3. Vacation of the premises by subscriber;
4. Violation of rules, services agreements, or the provisions of this Price List;
5. Use of subscriber equipment which adversely affects the Company's service to its other subscribers;
6. Fraudulent obtaining or use of service;
7. Unlawful use of service or use of service for unlawful purposes;
8. Failure of the Customer to adhere to contractual obligations with the Company.
9. The existence of a condition on the Customer's premises determined by the Company to be hazardous.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.8. Disconnection of Service by Carrier (Cont'd)

3.8.2 Except in case of danger to life or property, fraudulent use, impairment of service, violation of law, or order of a court or other government authority having jurisdiction, Company will, prior to disconnection, mail written notice of pending disconnection to the Customer. The Company will not disconnect service prior to the eighth (8th) business day following mailing of the notice. In the alternative, the Company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day in accordance with WAC 480-120-081(5).

3.8.3 Except in case of danger to life or property, fraudulent use, impairment of service, violation of law, or order of a court or other government authority having jurisdiction, before service is discontinued, the Company will make a good faith effort, by two (2) attempts during reasonable hours, to reach the Customer by telephone to advise the Customer of the pending disconnection and the reasons therefor. The Company will maintain a log or record of the attempts, showing the telephone number called and time of call. In the alternative, the Company may provide personal notice in accordance with WAC 480-120-081(5).

Telephone or personal contact need not be attempted when the Company has attempted such contact in any two billing periods during a consecutive twelve (12) month period and the Company has notified the Customer in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

3.8.4 All notices of delinquency or disconnection will include details pertinent to the situation and describe how the Customer can make contact with Company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where pertinent information is incorrect.

3.8.5 Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the Company cannot reestablish service on the same or following day.

3.8.6 When the Company has reason to believe service is to other than the subscriber of record, the Company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of service users, a minimum period of five (5) business days will be allowed to permit the service users to arrange for continued service.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.8. Disconnection of Service by Carrier (Cont'd)

- 3.8.7 Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the secretary or designee, a delay in disconnection of no less than five (5) business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- 3.8.8 The Company may not immediately disconnect service if the Customer has met the requirements of WAC 480-120-081(3) regarding a medical emergency.
- 3.8.9 Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- 3.8.10 Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer has been made as provided for in the Price List of the Company.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.9 Allowances for Interruptions in Service

3.9.1 General

A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this Price List.

An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.9. Allowances for Interruptions in Service (Cont'd)

3.9.2 Application of Credits for Interrupted Services

At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company or a case-by-case basis.

3.9.2.1 It is the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, or is not in wiring or equipment connected to the terminal of the carrier.

3.9.2.2 Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

3.9.2.3 In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

3.9.2.4 When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

3.9.2.5 All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

3.9.2.6 The Company will follow the Rules delineated in WAC 480-120-520 in the case of a major outage and/or service interruption.

3.9.2.7 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of FCC Rules and Regulations, which specifies the priority system for such activities, and will be in compliance with WAC 480-120-520.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.9. Allowances for Interruptions in Service (Cont'd)

3.9.3 Limitations on Allowances

No credit allowance will be made for any interruption of service:

1. due to the negligence of, or noncompliance with the provisions of this Price List by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
2. due to the failure of power, equipment, systems or services not provided by the Company;
3. due to circumstances or causes beyond the control of the Company;
4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
5. during any period in which the User continues to use the service on an impaired basis;
6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
8. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.10 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with WAC 480-120-520.

3.11 Tax Adjustment

The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

3.12 Limitations of Service

1. Service is offered subject to the availability of facilities and provisions of this Price List.
2. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
4. The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this Price List.
5. The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.12. Limitations of Service (Cont'd)

6. Service temporarily may be refused or limited because of system capacity limitations.
7. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
8. Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
9. The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this Price List.

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SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.13 Responsibilities of the Customer

1. The Customer is responsible for placing any necessary orders, complying with Price List regulations and assuring that Users comply with Price List regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
2. The Customer must apply for service verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
3. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
4. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
5. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
6. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
7. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
8. The Customer agrees, 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 and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.14 Refusal of Service

1. The Company may refuse to provide service to an Applicant when such service will adversely affect the service to other existing Customers, or where Applicant has not complied with state, county, or municipal code and/or regulations concerning the provision of such service.
2. The Company may refuse to provide service to an Applicant or Customer if, in its judgment, the installation is considered hazardous or of such nature that satisfactory service cannot be given.
3. The Company shall not be required to provide service unless and until it can secure all necessary rights of way, easements, and permits.
4. The Company may deny service to an Applicant or a Customer due to an overdue, unpaid prior obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company are made.
5. The Company may deny service to an Applicant or Customer for service at an address where a former Customer is known to reside, and has an overdue, unpaid prior obligation to the Company for the same class of service at that address, until the obligation is paid or arrangements satisfactory to the Company are made.
6. The Company may deny installation or continuation of service to any Applicant or Customer who fails to provide accurate and verifiable information necessary to establish the identity of the Applicant or Customer, until verifiable information is provided.
7. The Company may deny installation or continuation of service to any Applicant or Customer who is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements of credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive; rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons; or any other similar fraudulent devices.
8. The Company will deny service to a nonregistered telecommunications company that intends to use the service requested to provide telecommunications for hire, sale or resale to the general public within the state of Washington.
9. The Company will comply with the Rules delineated in WAC 480-120-061 addressing Refusal of Service.

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SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.15 Limitations of Liability

- 3.15.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 3.15.2 The Company is not liable to Users for interruptions in service except as set forth in this Price List.
- 3.15.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 3.15.4 Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 1. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 5. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
 - 6. Claims arising out of any act or omission of the User in connection with service provided by the Company.
 - 7. Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 8. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.15. Limitations of Liability (Cont'd)

- 9. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
 - 10. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
 - 11. Any noncompleted Calls due to network busy conditions; and
 - 12. Any Calls not actually attempted to be completed during any period that service is unavailable.
- 3.15.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 3.12.
- 3.15.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, except the underlying carrier.
- 3.15.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 3.15.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 3.15.9 Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise

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