

New-Talk

WELCOME TO NEW-TALK!

Thank you for choosing New-Talk as your residential telephone service provider. New-Talk is committed to providing you with superior home phone service. We appreciate your business and work diligently to provide you our valued customer with a world class customer experience.

(New-Talk is a residential telephone service provider. New-Talk services are not intended to be used for business purposes)

CUSTOMER NOTIFICATIONS

- Customer Service Agreement
- Use of New-Talk Customer Information (CPNI)
- Important contact information
- Terms and conditions of service
- Customer rights (PUC rule 26.31(a)(4)(c))
- Your Rights as a Customer
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CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement ("Agreement") specifies the terms and conditions under which New-Talk, inc. referred to as (New-Talk) for the remainder of this document will activate local residential telephone service ("Service"). By purchasing or activating this Service, you, the customer ("Customer") agree to the terms and conditions of this Agreement. If you do not agree with or accept any of these Terms and Conditions of service, do not activate or use service provided by New-Talk and contact New-Talk at (888) 871-0321 or (800) 747-6522. By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for New-Talk service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of New-Talk. Any attempted assignment or delegation without proper consent from New-Talk shall be void. If you do not agree to the New-Talk Terms of Service, you may cancel service within the first 30 days from the service installation date without penalty. If you choose cancel service within the first 30 days, you must submit, in writing, that you wish to cancel service. All charges will be removed from the account and no additional collection efforts will be made by New-Talk. New-Talk offers services to residential customers only and is not intended for business use. Use of New-Talk services for business use is grounds for immediate termination of the agreement between the user and New-Talk. All services are not available in all areas.

USE OF NEW-TALK CUSTOMER INFORMATION (CPNI)

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of New-Talk Privacy Policy available online at www.newtalkonline.com. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information (CPNI) data that New-Talk collects from customers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the New-Talk privacy policy. New-Talk will not intentionally share customer personal information without the customer's permission. New-Talk may, from time to time, use the information customers provide to market services to customers that may be related to New-Talk services or offerings. New-Talk may from time to time contact customers about new products, promotions, or other important services offered by New-Talk. New-Talk may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

IMPORTANT CONTACT INFORMATION

Telephone Provider	Customer Service	Legal Notices	Bankruptcy Division
New-Talk, Inc. (PUCT #60530) PO Box 470458 Fort Worth, TX 76147 Email: billing@newtalkonline.com Visit Us On The Web: www.newtalkonline.com	English/Spanish 9am - 6pm Monday - Saturday CST IVR available 24hrs a day, 7 days a week Toll-Free 24 Hours: 1-800-747-6522 By Fax: 1-800-783-7685	Please Send All Legal Notices – Include Name, Telephone Number, and Account Number To: By U.S. Mail: New-Talk Attn: Legal Department PO Box 470458 Fort Worth, TX 76147 By Email: legalnotices@newtalkonline.com	Please Send All Bankruptcy Notices – Include Name, Telephone Number, and Related Information To: By U.S. Mail: New-Talk Attn: Bankruptcy Compliance Division PO Box 470458 Fort Worth, TX 76147 By Fax: (817) 887-1738
Disconnect Requests	Texas Public Utility Commission	Repair Department	Payments
Please Send all Termination Requests – Include Name, Telephone Number, and Related Information To: By U.S. Mail: New-Talk ATTN: Disconnect D&T PO Box 470458 Fort Worth, TX 76147 By Email: billing@newtalkonline.com By Fax: 1-800-783-7685	Customer Protection Division PO Box 13326 Austin, TX 78711-3326 www.puc.state.tx.us Direct: (512) 936-7120 Toll-Free: 1-888-782-8477 Fax: (512) 936-7003 Email: customer@puc.state.tx.us	9am – 6pm Monday – Saturday Central Time Zone Toll-Free 24 Hours: 1-800-747-6522	Telephone Payments Can Be Made via Our Automated Payment System 24 Hours a Day Seven Days a Week or By Calling Our Customer Service Department 9am – 6pm Monday thru Saturday Central Time. Toll-Free: 1-800-747-6522

HOURS OF OPERATION

Hours	Mon-Fri (9am-6pm CST)	Sat (9am-6pm CST)	Sunday & Holidays
Customer Service	Open	Open	Closed
Billing	Open	Closed	Closed
Order Processing	Open	Closed	Closed
Payment Processing (Live Person)	Open	Open	Closed
Legal Department	Open	Closed	Closed
Repair Department	Open	Open	Closed
Payment Processing (Automated IVR)	Open 24 hours a day, 7 days a Week.		

TERMS AND CONDITIONS OF SERVICE

RATE PLANS

Bronze - \$32.49 mo.	Silver - \$37.49 mo.	Gold - \$40.49 mo.
<ul style="list-style-type: none"> • Caller ID (Name/Number) and Call Waiting for 30 days free* • Unlimited Local Service • 100 initial free minutes of Long Distance Minutes must be used within 22 days from date of activation • 100 Free minutes of Long Distance (On time Bill pay Reward)** • Unlimited toll-free access long distance*** <p style="font-size: small; margin-top: 10px;">* Free call waiting and caller ID features will be removed after 30 days unless customer calls New Talk and requests to upgrade to Silver or Gold package).</p>	<ul style="list-style-type: none"> • Caller ID (Name/Number) • Call Waiting • Unlimited Local Service • 100 initial free minutes of Long Distance Minutes must be used within 22 days from date of activation • 100 Free minutes of Long Distance (On Time Bill pay Reward)** • Unlimited toll-free access long distance*** 	<ul style="list-style-type: none"> • Caller ID (Name/Number) • Call Waiting • Priority Calling • Selective Call Forwarding • Call Return • Call Blocker • Call Waiting ID • Three Way Calling • Call Forwarding • 100 initial free minutes of Long Distance Minutes must be used within 22 days from date of activation • 100 Free minutes of Long Distance (On Time Bill Pay Reward)** • Unlimited toll-free access long distance***
<p>Important Note: All monthly rates are subject to change. If the monthly rate for any or all of the above monthly plans changes, New-Talk will provide a 30-day written notice to the customer prior to notifying the customer of the rate change in advance.</p> <p>**100 minutes of Long Distance earned each month when customer makes timely payment in full for the monthly service plus any applicable taxes, fees and surcharges. Timely payment means payment must be posted to the customer account on or before the due date of the monthly invoice. To use, customer dials 1+ the number to call. The customer will hear a message at the beginning of each long distance call informing the customer of the number of minutes remaining.</p> <p>*** Unlimited Long Distance (included with all calling plans) To use, customer must dial a toll free access number. The customer must be calling from the home telephone number on the customer's New Talk account to use the Unlimited Long Distance.</p>		

LIFELINE

To qualify for Lifeline, the customer must meet the State and/or Federal eligibility requirements and agree to register with Lite-Up Texas at 1-866-454-8387 as required. If you receive benefits from food stamps, energy assistance programs (LIHEAP), Medicaid, supplemental security income (SSI), federal pub housing/section 8, children's health insurance program (CHIPs), bureau of Indian affairs general assistance, tribally administered temporary assistance for needy families (TANF), Head Start (income qualified customers only), or National School lunch program (free lunch program only), or if your income is at or below 135% of the federal poverty level, you may qualify for Lifeline. Lifeline offers a monthly discount up to \$16.00 on local telephone service and waives the monthly customer line charge. Additional discount may apply if you live on tribal lands. Call the Texas Lite-Up program at 1-866-454-8387 for more information or to sign up for Lifeline. More information is available by clicking on the lifeline tab at www.newtalkonline.com.

- Lifeline Credit - \$15.00/mo. (only one monthly Lifeline credit per household)

LIFELINE SUPPORTED SERVICES

1. *Voice grade access to the public switched network.* Voice grade access is defined as a functionality that enables a user of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating there is an incoming call. Bandwidth for voice grade access should be, at a minimum, 300 to 3,000 Hertz;
2. *Local usage.* Local usage means an amount of minutes of use of exchange service, prescribed by the Commission, provided free of charge to end users.
3. *Dual tone multi-frequency signaling or its functional equivalent.* Dual tone multi-frequency (DTMF) is a method of signaling that facilitates the transportation of signaling through the network, shortening call set-up time.
4. *Single-party service or its functional equivalent.* Single-party service is telecommunications service that permits users to have exclusive use of a wireline subscriber loop or access line for each call placed, or, in the case of wireless telecommunications carriers, which use spectrum shared among users to provide service, a dedicated message path for the length of a user's particular transmission.
5. *Access to emergency services.* Access to emergency services includes access to services such as 911 and enhanced 911, provided by local governments or other public safety organizations. 911 is defined as a service that permits a telecommunications user, by dialing the three-digit code 911, to call emergency services through a Public Service Access Point (PSAP) operated by the local government. Enhanced 911 is defined as 911 service that includes the ability to provide automatic numbering information (ANI), which enables the PSAP to call back if the call is disconnected, and automatic location information (ALI), which permits emergency service providers to identify the geographic location of the calling party. Access to emergency services includes access to 911 and enhanced 911 services to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems.
6. *Access to operator services.* Access to operator services is defined as access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.
7. *Access to interexchange service.* Access to interexchange service is defined as the use of the loop, as well as that portion of the switch that is paid for by the end user, or the functional equivalent of these network elements in the case of a wireless carrier, necessary to access an interexchange carrier's network.
8. *Access to directory assistance.* Access to directory assistance is defined as access to a service that includes, but is not limited to, making available to customers, upon request, information contained in directory listings.
9. *Toll limitation for qualifying low-income consumers.* Toll limitation denotes either toll blocking or toll control for eligible telecommunications carriers that are incapable of providing both services. For ETCs that are capable of providing both services, toll limitation denotes both toll blocking and toll control.

ONE-TIME CHARGES

- **Installation fee:** \$30.00 fee charged on all new accounts upon activation.
- **One-Time Fees:**
 - \$20.00 Service Reconnection fee (If customer fails to pay bill and service is suspended this fee is applied in order to reconnect service)
 - \$10.00 Change Fee (This fee is applied for a number of reasons such as a name change on the account or to add or remove features. Any change that requires a service order to the carrier will trigger the change fee)
 - \$15.00 Telephone Number Change Fee
 - \$5.00 Late Fee (This fee is applied if the customer pays after the billing due date)
 - \$35.00 Transfer Fee (This fee is applied if service is transferred to a new address)
 - \$25.00 Canceled Check Fee
 - \$25.00 Credit Card Charge Back Fee

USAGE CHARGES

- **Local Directory Assistance - \$1.99/call**
- **National Directory Assistance - \$2.49/call**
- **Operator Assistance (Dial "0") - \$4.95 for 1st minute \$1.50 each additional minute**

If a single line uses more than \$25.00 in usage charges in a 30 day period, New-Talk will add toll restriction to the customer's line at a \$4.99/mo. recurring fee. Lifeline customers who exceed the \$25.00 usage charge limit will have toll restriction added to their line but will not be charged the \$4.99/mo. fee. Toll restriction blocks all calls that generate a charge for usage. To remove the restriction customers must pay for all charges on the account, including pending charges for usage.

OPTIONAL MONTHLY SERVICES

- **Toll Block/Toll Restriction (Non-Lifeline Customers) - \$4.99/mo.**
- **Toll Block/Toll Restriction (Lifeline Customer) – Free**
- **Unlisted or Unpublished telephone number - \$4.99/mo.**
- **TLS (Toll Limitation Services) - \$3.00/mo**

TOLL LIMITATION SERVICE (TLS)

At the start of service, customer will be offered the option of Toll Limitation Service (TLS) for a fee. The fee is included in the monthly plan rate for service. However, TLS is not required. Because New-Talk offers month-to-month service with no up-front credit requirements and no money down, a customer may choose to refuse TLS. If customer does not choose TLS, then a deposit in the amount of \$200 will be required to cover Long Distance and other usage related charges which for which New-Talk may incur additional charges. For Lifeline customers, an additional credit is included in the Lifeline Discount if the customer chooses to have TLS on the account to lower the bill an additional amount equivalent to the customary charge for TLS.

CALLING FEATURES

- **Caller ID (Name/Number):** Using a display unit, Caller ID with Name and number allows you to see the telephone number and name of the caller before you answer the phone. Even if the caller's name and number are unlisted, this information will be displayed — along with the date and time of the call. New-Talk customers must supply Caller ID equipment.
- **Call Waiting:** Call Waiting services allows you to receive an incoming call while on the phone.
- **Priority Calling:** Allows you to select up to 10 important numbers that you can mark with a special ring. It even works with Call Waiting so you can recognize important calls when you're on the line.
- **Selective Call Forwarding:** You can select up to 10 phone numbers you want to hear from and have them follow you wherever you go.
- **Call Return:** In the case that you don't get to an incoming phone call before it stops ringing call return lets you automatically dial back your last local caller even if you don't know the number.
- **Call Blocker:** Call blocker allows you to block up to 10 selected numbers.
- **Call Waiting ID:** A display unit, If you are currently engaged in a telephone call and a new call comes in the name and number of the incoming call will be displayed on. To enjoy the benefits of call waiting ID it must be a feature on your account.
- **Three Way Calling:** Allows you to talk to two people, in different places, at the same time.
- **Call Forwarding:** Allows you to forward your calls to your wireless or other phone where you can be reached.

LONG DISTANCE

1. **100 Free Minutes (New Customer Reward):** Each new customer will receive 100 free minutes of domestic long distance minutes. Minutes must be used within 22 days of activation. Unused minutes do not rollover to the next billing period.
2. **100 Free Minutes (On-time Bill Payment Reward):** Customers may earn a monthly long distance reward of 100 minutes of domestic long distance each month by paying each invoice on time. To earn 100 minutes of long distance, the invoice must be paid in full on or before the invoice due date. Minutes expire 30 days after they are awarded, 100 minutes can be earned once per month by paying the invoice on time. Long distance credits are non-refundable and may not be accessed on or after the customer's Service End Date. The customer may only access their long distance Credits from their home Service address when their account is not in a past due status. Complete long distance credits terms and Conditions are available through customer service 1-800-747-6522 or on our website at www.newtalkonline.com.
3. **Unlimited Long Distance:** To use, customer must dial a toll free access number. The customer must be calling from the home telephone number on the customer's New Talk account to use the Unlimited Long Distance. Customer must maintain an account in good standing in order to maintain the unlimited long distance on their account. If a customer is disconnect for non-payment or for any other reason described in the Terms of Service, New-Talk reserves the right to discontinue the free Long Distance on the customer's account. Calls must be made to any of the 48 contiguous United States. Unlimited long distance is intended for person-to-person calls only. Use of long distance for dial up internet is strictly prohibited. Long distance plans intended for normal residential use only. All New-Talk services, including long distance, are intended for residential use only. Not intended for business use. Restrictions may apply. New-Talk maintains the right to monitor usage only for purposes of identifying abuse of the approved use of residential long distance. New-Talk may discontinue long distance on any account on which abnormal usage is detected.

ACTIVATION FEE

The Activation fee of \$30.00 is charged on all new customers who start service with New Talk. The fee is a one-time charge that appears on the first invoice to the customer. The fee is non-refundable. The fee is billed to the customer after service has been active for 12 days. The invoice is due 16 days later.

TRANSFER FEES

Customers may transfer their number to a new address if their account is in good standing and there is not a past due balance. If the customer has a past due balance the balance on the account must be paid before a number will be transferred. There is a \$10.00 fee for transfer of service and the transfer may take between 2-5 business days. The \$10.00 fee must be paid prior to New-Talk processing the order to transfer service.

CANCELLATION POLICY

Customers can disconnect at any time without penalty. There are no early cancellation fees. Upon cancellation or disconnection of service, customer will receive a final bill showing all current and past due amounts. Also included in the final bill are credits for service that was previously billed to the customer but not used. New Talk will calculate the final bill service credit based on a 30 day month. A credit for unused service plus any applicable taxes and fees will appear as a credit on the final bill. Customer is responsible for payment of service thru the day that he or she requests to disconnect or cancel service. These fees include the monthly service, any usage such as directory assistance and operator assisted calls as well as any other charges incurred by the customer while service is active. Customer agrees to pay for all service used prior to disconnection or cancellation.

ACTIVATION AND CUSTOMER WIRING

New-Talk will activate service at the network interface jack of the service address the Customer provides for activation. New wiring beyond the network interface jack or repairs needed for the inside wiring of the Customer's residence are the Customer's responsibility. Inside wiring includes but is not limited to, phone wires, phone jacks, telephones, and equipment. New-Talk is not liable for any delays or failure on the part of any local telephone service provider to process orders for Service. Service normally begins working within 1-4 business days after the Service activation information is provided to New-Talk, in most cases. However, service delays may occur due to conditions beyond the control of New Talk for which customer agrees to hold New Talk harmless of any and all potential liability.

INITIAL SERVICE PERIOD

The initial Service period under this Agreement shall be for a term of 30 days. The customer agrees to keep service active for a minimum of 30 days and agrees to pay for the activation of such service as well as all fees billed for the monthly service for a minimum of 30 days. The charge for the first 30 days of service will appear on the second bill to the customer. This bill will be mailed approximately 12 days after the end of the service period and will include any charges for directory assistance, operator assisted called and other such optional services for which the customer is billed on a per usage basis.

RENEWAL OF SERVICE

Service beyond the initial service period will extend from the end of the previous Service period ("Service End Date") on a month to month basis. Service is billed to the customer 12 days after the end of the service period. Payment is due within 16 days of the date the invoice is mailed to the customer.

CREDIT REQUIREMENTS

New Talk does not require a credit check or a deposit for a customer to start service. However, a deposit may be required if customers wishes to decline the TLS and have the ability to use services that are charged to future bills on a per-call basis, such as 411 calls, long distance calls, operator services, etc.

FEES FOR SERVICE

The Customer agrees to pay an activation fee as part of the first month's service. The Customer agrees to pay the monthly service charge including applicable taxes, fees and surcharges plus charges for any optional features ordered. If optional features are added after the initial Service activation, the Customer understand that he or she may be required to pay additional fees to activate such features in addition to Service period charges for those features. Additional lines are billed as a separate monthly charge including applicable taxes, fees and surcharges. Service charges, taxes, fees and surcharges vary by Service location and underlying carrier.

PAYMENT FOR SERVICE

New-Talk will invoice the Customer for Service renewal approximately 12 days after the Service Period End Date. The invoice will be due and payable 16 days after being created and mailed to the customer. Payment MUST be made in full by the invoice Due Date – REGARDLESS OF WHETHER YOU RECEIVE A BILL. If the total invoice amount is not paid within ten (10) days after the invoice Due Date, Service will be suspended for non-payment. To reconnect service, the Customer agrees to pay a reconnection fee and the invoice amount to restore Service. Plus any past due balance. Non-payment or partial payment of your bill may result in the removal of unregulated services that are included in a package. If your payment is sufficient to cover them, the regulated local services of the package will remain on the account and be billed at their tariff rates.

PAYMENT POSTING POLICY

New-Talk accepts many forms of payment, including money order, credit card and debit card. New-Talk does not accept personal checks as payment for New-Talk services. New-Talk reserves the right to return a check received in the mail from a customer for payment of New-Talk services. All customer payments are posted immediately upon receipt by New-Talk. Credit card and debit card payments are posted immediately to the customer account, regardless of whether the customer pays online, via the IVR or with a live representative over the phone. Payments made at payment locations may take up to 24 hours to post to a customer account. Customers should be aware of possible delays when making a cash payment at a retail location and plan accordingly. When mailing a payment, customers should mail payments at least 3-5 business days, not including weekends and holidays, in order to allow sufficient time for payments to be processed. Mail payments received at the payment location are posted the same day they are received. Mail payments are not processed or posted on Saturdays, Sundays or any Holiday.

PAYMENT LOCATIONS

New-Talk has agreements in place with ACE Cash Express, Western Union Swiftpay and In-Person Payments (IPP). Customers may pay for New-Talk services at any location which accepts these forms of payment. New-Talk lists the nearest payment locations on the back of the customer monthly invoice for the convenience of the customer. Each of these companies may charge a fee for payment. Payment fees may vary by location. Check with each individual store for details of the payment fee.

LATE FEES

New-Talk may charge a late payment charge to an account when the invoice is not paid on or before the due date listed on the bill. If the invoice is not paid so that the remaining balance is less than the \$10.00 minimum threshold, the customer account will be considered PAST DUE. Once the account is past due, the late payment charge may be automatically applied to the account as a pending charge to appear on the next monthly invoice. The detail of the charge on the bill will indicate which invoice was not paid on time and triggered the late payment charge by listing the date of the unpaid invoice.

FINAL BILL

Upon disconnection or cancellation of service, New-Talk will generate and mail to the customer a final bill. The bill will contain the following and will be due upon receipt: past due balance from previous bills, credits for days of unused service, charges for service not yet billed including monthly service and one time charges for pay-per-use type features and services. customer agrees to pay all charges for service that were used prior to disconnection or cancellation of service. If customer is disconnected for non-payment, service credits will be calculated based on the day the service was suspended for non-payment. CUSTOMER AGREES TO PAY FINAL BILL WITHIN 16 DAYS OF RECEIVING IT. PRIOR TO RECONNECTING SERVICE, New-Talk requires all past due charges to be paid in full.

REFUNDS

If Service is not working due to an inside wiring problem or repair issue, the activation fee, processing fee, and monthly service fee including applicable taxes and fees plus any optional feature charges for Service is refundable if you request to terminate service prior to due date on the first invoice which is 22 days after the service start date. Refunds will not be issued for early termination of Service. New-Talk will provide a customer a refund in the event that service has been paid for by the Customer and was not used or New-Talk was unable to install. Monthly charges for service are prepaid and are not refundable if the Customer cancels during the month. Any service that is paid in advance and is not used will be refunded to the customer. Please allow up to two(2) billing cycles to receive a refund. For questions, please call 1-888-871-0321.

DISCONNECTION OF SERVICE AND RESTORING SERVICE

If an invoice remains unpaid and has a balance of \$10.00 or more, a past-due notice of pending disconnection for non-payment will be mailed to the customer. The notice will be mailed the day following the invoice due date. The Public Utility Commission of Texas requires that a telephone service provider notify its customers in writing at least 10 days prior to the date the service will be interrupted. The notice must inform the customer of the amount past due and the amount required as payment to avoid service being disconnected. New-Talk follows this PUC rule by mailing a written notice to all customers who do not pay their invoice on or before the invoice due date. A payment is not considered received until it is posted in the customer account. When mailing a payment in the US Mail, customers should allow sufficient time for a payment to be received.

Grounds for Suspension/Disconnect. If \$10 or more of an invoice remains past due for more than 10 days, New-Talk will suspend all incoming and outgoing calls for non-payment of the invoice.

Disconnection of Service. Once a customer line has been suspended for non-payment, New-Talk will maintain the line for a period of 10 days to allow the customer to pay the past due charges and restore service with the same telephone number. After 10 days, if the customer has not paid all past due charges and the service reconnection fee, New-Talk will permanently disconnect the customer's telephone line. Once this step has been taken, the customer may not be able to get the same telephone number again if they reconnect service with New-Talk or start new service with a new provider.

Service Reconnection Fee. a \$20 service reconnection fee will be charged to an account upon the service being suspended for non-payment. In order to restore service, the service reconnection fee plus any past due amounts must be paid before service will be restored.

Customer's Rights to Continue Local Service. A customer can continue local service as long as full payment for local service plus any taxes, fees and surcharges are paid in a timely manner. A customer may not be suspended for amounts in dispute.

Fees for Early termination. If a customer disconnects service and still has pending future charges or unpaid future installments of \$2.50 for the deferred installation fee. Customers will be billed for the remaining unpaid installments on the final bill. All charges will be due immediately. Customer agrees to pay remaining balance on final bill upon disconnect.

SCOPE OF SERVICE

The Service allows the Customer to make and receive unlimited local home telephone calls. The Service does not include or authorize outbound 1+ long distance, inbound collect calls. If unauthorized charges are incurred, the charges will be billed to the Customer's account. Features such as third party calling, call waiting, caller ID, call waiting ID, call return, priority call, selective call forwarding, call forwarding, call blocker, and speed calling, are not user sensitive features and can be purchased with select calling plans. All customers are subject to additional fee's not included in their preselected calling plan for use of features including but not limited to directory assistance, operator assistance, and busy line interrupt; these fee's may vary. This service is not intended to be used for business.

RELAY TEXAS (TELEPHONE SERVICE FOR THE HEARING IMPAIRED)

Relay Texas provides telephone interpreting service between individuals who can hear and those who are deaf, hard-of-hearing, deaf-blind or speech-disabled. Relay Texas agents have equipment that enables them to hear a speaking caller and also read the text sent by a text telephone (TTY) user. This service is available for Texas 24 hours a day, 365 days a year. There are no restrictions imposed on Relay Texas calls. Texas and United States laws ensure confidentiality for relay users and operators. The Public Utility Commission (PUC) is legally mandated with the oversight of Relay Texas. The PUC's Relay Texas administrator works to ensure that the needs of individuals and businesses are communicated to, and adequately addressed by the Commission and Sprint, Texas' relay service provider until either a TTY user or a person using a standard phone may initiate a call through Relay Texas by dialing the relay number 711 or the designated 10 digit number. After dialing Relay Texas, the person initiating the call gives the desired phone number to the Relay Texas Agent, who then dials that number using another phone line. The Relay Agent types the standard phone user's spoken words to the person using the TTY and voices the TTY user's text.

RESPONSIBILITIES OF TELEPHONE SOLICITORS

- (1) Each telephone solicitor operating in this state who makes consumer telephone calls shall implement systems and procedures so that every effort is made not to call consumers who ask not to be called again. Upon request, a telephone solicitor shall provide a written description of such systems and procedures to the Public Utility Commission.
- (2) Every telephone solicitor must state the purpose of the call, the identity of the person and company or organization making the call, and a telephone number at which the person, company, or organization making the call may be reached, except where the provision of such information is prohibited under the federal Fair Debt Collection Practices Act (15 United States Code, §§ 1692, et seq.).
- (3) A telephone solicitor may not use any method, including per call blocking or per line blocking, that prevents caller identification information for the solicitor's lines from being shown by an end user's caller identification device.
- (4) The solicitor's displayed caller identification number must be one at which telephone calls may be received by end users if the solicitor leaves messages on end user answering machines or uses ADAD devices which play a recorded message. Solicitors must comply with this provision by September 1, 1998. INDEMNIFICATION AND COST OF COLLECTION.

CUSTOMER INFORMATION SHARED BETWEEN STATE AGENCIES AND NEW-TALK

Each month, New-Talk will provide a complete list of all active customers, including customer name, address, telephone number, social security number (if applicable), services provided and service dates to various state agencies, including the Texas Public Utilities Commission (PUC) as well as agencies representing the Texas PUC, may receive information regarding your account. These state agencies will use this information to determine if each New-Talk customer qualifies for the Lifeline and Link-Up discounted services.

LIMITATION OF LIABILITIES

Neither the Customer nor New-Talk shall be liable to the other for any special, indirect, incidental or consequential damages of the other arising in connection with this Agreement. New-Talk is a RESIDENTIAL TELEPHONE SERVICE PROVIDER ONLY, New-Talk services should not be used for business purposes. New-Talk is not liable to you (Customer) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost potential profits from business related activities using New-Talk service (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. New-Talk will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Unless prohibited by law, you (Customer) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. New-Talk is not liable for any act or omission of any third party company providing part of New-Talk services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by New-Talk, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (Customer) and New-Talk, or its affiliates. If New-Talk services are being used for business use or any other prohibited use, New-Talk may, at its sole discretion, terminate the service immediately.

NON-DISCRIMINATION STATEMENT

New-Talk services are provided without discrimination as to a customer's race, color, sex, nationality, religion, marital status, income level, source of income, or from unreasonable discrimination on the basis of geographic location.

YOUR RIGHTS AS A CUSTOMER

Selecting a Telephone Provider (Slamming). Telephone companies are prohibited by law from switching from one telephone service provider to another without your permission, a practice commonly known as "slamming". If you are slammed, Texas law requires the telephone company that slammed you to do the following:

1. Pay all charges associated with returning you to your original telephone company within five (5) business days of your request.
2. Provide all billing records to your original telephone company within 10 business days of your request.
3. Pay your original telephone company the amount you would have paid if you had not been slammed.
4. Refund to you within 30 business days any amount you paid for charges during the first 30 days after the slam and any amount more than what you would have paid your original telephone company for charges after the first 30 days following the slam.

Your original telephone company is required to provide you with all the benefits, such as frequent flyer miles, you would have normally received for your telephone use during the period in which you were slammed. If you have been slammed, you can change your service immediately back to your original provider by calling your local telephone company. You should also report the slam by writing or calling the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or in Texas (Toll-Free) 1-888-782-8477, fax (512) 936-7003, email address: customer@puc.state.tx.us. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

You can prevent slamming by requesting a preferred telephone company freeze from your local telephone company. With a freeze in place, you must give formal consent to lift the freeze before your phone service can be changed. A freeze may apply to local toll service, long distance service, or both. The Public Utility Commission of Texas can give you more information about freezes and your rights as a customer.

Charges on Your Telephone Bill (Cramming). Placing charges on your phone bill for products or services without your consent is known as "cramming" and is prohibited by law. Your telephone company may be providing billing services for other companies, so other companies' charges may appear on your telephone bill.

If you believe you were "crammed," you should contact the telephone company that bills you for your telephone service, (insert name of company), at (insert company's toll-free telephone number) and request that it take corrective action. The Public Utility Commission of Texas requires the billing telephone company to do the following within 45 calendar days of when it learns of the unauthorized charge:

- Notify the service provider to cease charging you for the unauthorized product or service;
- Remove any unauthorized charge from your bill
- Refund or credit all money to you that you have paid for an unauthorized charge; and on your request, provide you with all billing records related to any unauthorized charge within 15 business days after the charge is removed from your telephone bill.

If the company fails to resolve your request, or if you would like to file a complaint, please write or call the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll-free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

Your phone service cannot be disconnected for disputing or refusing to pay unauthorized charges. You may have additional rights under state and federal law. Please contact the Federal Communications Commission, the Attorney General of Texas, or the Public Utility Commission of Texas if you would like further information about possible additional rights.

NOTICES RELATED TO BANKRUPTCY

Pursuant to 11 U.S.C. § 342(g), New Talk designates its Bankruptcy Compliance Division as the organizational subdivision of New Talk to be responsible for receiving notices under Title 11 of the United States Code (i.e., the Bankruptcy Code). Notice shall be provided in writing by at least one of the following methods, addressed as follows:

By United States Postal Service:
New Talk, Inc.
Attn: Bankruptcy Compliance Division
P.O. Box 470458
Fort Worth, Texas 76147

By Facsimile:
New Talk, Inc.
Attn: Bankruptcy Compliance Division
(817) 887-1738

A courtesy copy may be emailed to bankruptcycompliance@newtalkonline.com, but such an email is for courtesy only and will not constitute notice sufficient under 11 U.S.C. § 342(g). By accepting service from New Talk, you acknowledge and agree that the above-described procedures are reasonable so that bankruptcy-related notices are receivable by New Talk. Notice provided to New Talk other than in accordance with this section shall not be considered to have been brought to the attention of New Talk until such notice is received by the Bankruptcy Compliance Division of New Talk.