

Specialized Common Carrier Service
Regulations and Rates, Terms, and Conditions

of

ARRIVAL COMMUNICATIONS, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of international telecommunications services by Arrival Communications, Inc. ("Arrival").

Service is provided by radio, terrestrial facilities, submarine cables, earth terminals and communications satellites in connection with the establishment of communications paths between United States points and foreign points as specified herein. Rates herein are for landline-terminated services only. For terminating rates to wireless services, please contact the company.

This tariff is filed pursuant to Section 203 of the Communications Act of 1934, as amended.

TABLE OF CONTENTS

Original Title Page 1

Table of Contents 2

Explanation of Symbols and Abbreviations..... 3

Definitions 4

Rules and Regulations 5

Service Description and Rates 13

Miscellaneous Services and Rates 34

Promotions 35

Contract Services 35

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

- LATA** Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC** Local Exchange Company.

SECTION 1 - DEFINITIONS

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

Arrival - Used throughout this tariff to refer to Arrival Communications, Inc.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

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

Commission - Federal Communications Commission.

Company or Carrier - Arrival Communications unless otherwise clearly indicated by the context.

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

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

Personal Identification Number (PIN) - See Authorization Code.

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

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

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

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI)

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

purposed of rating calls.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Arrival

Arrival's services and facilities are furnished for communications between certain locations in the United States and international locations under the terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Arrival arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Arrival may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Arrival network. The Customer shall be responsible for all charges due for such service arrangement.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Arrival in its reasonable judgment.

2.3.5 Service may be limited or discontinued by Arrival, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when Arrival deems it necessary to take such action to prevent unlawful use of its service. Arrival will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability, (Cont'd.)**

2.5.7 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service**2.7.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service (cont'd)

- (d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- (e) any and all calls placed to an 800/888 service number provided to the Customer by the Company.

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Payments for service provided in association with Company-issued Debit Services must be received by the Company or its authorized agent prior to activation of the Customer's Debit Account. The Company reserves the right to place the Available Balance for the Customer's Debit Account on hold until the check or draft presented for payment clears or is paid.

2.7.3 Late Payment Fees

The Company reserves the right to assess a one time late payment fee of 1.5% for any past due charges. Charges are considered past due if unpaid thirty (30) days following the date of the bill listing the amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.7.4 Returned Check Charge

The Company reserves the right to assess a returned check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent.

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two months' estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Arrival reserves the right to collect an amount not to exceed two (2) months' estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Arrival's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Inspection, Testing and Adjustment**

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

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company, subject to any applicable term agreements. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Refusal or Discontinuance by the Company (cont'd)

- 2.16.1** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- 2.16.2** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.16.2** For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.
- 2.16.4** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.16.5** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.16.6** For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.18 8XX Numbers

- 2.18.1** The Company will make every effort to reserve "8XX" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "8XX" number(s) will be available or assigned to the customer requesting the number.
- 2.18.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 8XX service to another carrier (e.g., "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 8XX Numbers (cont't)

2.18.3 8XX numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in Section 2.18.2, the Company will only honor Customer requests for change in Resp Org or 8XX service provider for 8XX numbers dedicated to the sole use of that single Customer.

2.19 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.19.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.19.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.19.3 The requirements of 2.19.1 and 2.19.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.20 Miscellaneous Rates and Charges

Arrival may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Presubscribed Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Arrival services.

SECTION 3 - SERVICE DESCRIPTION AND RATES

3.1 General

Arrival offers direct-dialed (1+) services for communications between certain points in the United States and international locations under the terms of this tariff.

Direct dial service is offered from originating locations within the mainland United States.

Customers are billed based on their use of Arrival's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

3.2 Call Timing

Billing for calls placed over the Company's network is based in part on the duration of the call.

3.2.1 Timing for calls begins when a completed connection is established between the calling station and the called station.

3.2.2 Chargeable time for all calls ends when the calling station hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment in the telecommunications network.

3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

3.3 Calculation of Distance

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

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers, as defined in industry publications, in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the rate centers serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

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

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.3 Calculation of Distance (cont'd)

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula: [Install Equation Editor and double-click here to view equation.](#)

3.4 Rate Periods

3.4.1 Time of Day Rate Periods

None of the Company's rates are presently time of day sensitive.

3.5 Mexico Rates

	<u>Option 1</u>	<u>Option 2</u>
MEXICO		
BAND #1	\$0.30	\$0.20
BAND #2	\$0.30	\$0.20
BAND #3	\$0.39	\$0.29
BAND #4	\$0.39	\$0.29
BAND #5	\$0.39	\$0.29
BAND #6	\$0.39	\$0.29
BAND #7	\$0.39	\$0.29
MEXICO CITY, MEXICO	\$0.39	\$0.29
BAND #8	\$0.39	\$0.29

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.6 Canada Rates

	Country		
	<u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
CANADA	NPA		
Manitoba	204	\$0.12	\$0.10
British Columbia	250	\$0.12	\$0.10
Saskatchewan	306	\$0.12	\$0.10
Alberta	403	\$0.12	\$0.10
Ontario	416	\$0.12	\$0.10
Quebec	418	\$0.12	\$0.10
Quebec	450	\$0.12	\$0.10
New Brunswick	506	\$0.12	\$0.10
Quebec	514	\$0.12	\$0.10
Ontario	519	\$0.12	\$0.10
British Columbia	604	\$0.12	\$0.10
Ontario	613	\$0.12	\$0.10
Ontario	705	\$0.12	\$0.10
Newfoundland	709	\$0.12	\$0.10
Alberta	780	\$0.12	\$0.10
Ontario	807	\$0.12	\$0.10
Quebec	819	\$0.12	\$0.10
Yukon/North West Territory	867	\$0.12	\$0.10
Nova Scotia/Prince Edward Is.	902	\$0.12	\$0.10
Ontario	905	\$0.12	\$0.10

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 International Rates

	<u>Country</u> <u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
Afghanistan	93	\$1.70	\$1.40
Albania	355	\$1.20	\$0.60
Algeria	213	\$0.75	\$0.50
American Samoa	684	\$0.45	\$0.32
Andorra	376	\$0.50	\$0.26
Angola	244	\$1.50	\$0.70
Anguilla	1264	\$0.65	\$0.47
Antarctica – Casey	672	\$1.50	\$1.00
Antarctica – Scott	672	\$0.60	\$0.50
Antigua/Barbuda	1268	\$0.65	\$0.48
Argentina	54	\$0.63	\$0.47
Argentina (Cellular)	54C	\$1.04	-----
Armenia	374	\$1.38	\$1.02
Aruba	297	\$0.45	\$0.33
Ascension Island	247	\$1.11	\$0.82
Australia	61	\$0.18	\$0.15
Australia (Cellular)	61(14-19,41)	\$0.29	\$0.25
Austria	43	\$0.24	\$0.18
Azerbaijan	994	\$0.90	\$0.75
Bahamas	1242	\$0.30	\$0.20
Bahrain	973	\$0.94	\$0.69
Bangladesh	880	\$1.25	\$0.92
Barbados	1246	\$0.59	\$0.50
Belarus	375	\$0.58	\$0.50
Belgium	32	\$0.25	\$0.18
Belgium (Cellular)	32C	\$0.32	-----
Belize	501	\$0.89	\$0.65
Benin	229	\$0.78	\$0.57
Bermuda	1441	\$0.42	\$0.30
Bhutan	975	\$1.50	\$1.20
Bolivia	591	\$0.65	\$0.48
Bosnia-Herzegovina	387	\$0.84	\$0.54
Botswana	267	\$0.89	\$0.50
Brazil	55	\$0.40	\$0.29
Brazil (Cellular)	55(119)	\$0.57	\$0.35
British Virgin Islands	1284	\$0.56	\$0.41
Brunei	673	\$0.63	\$0.46
Bulgaria	359	\$0.53	\$0.39
Burkino Faso	226	\$0.72	\$0.53
Burma/Myanmar	95	\$2.06	\$1.52
Burundi	257	\$1.97	\$1.42
Cambodia	855	\$2.10	\$1.38
Cameroon	237	\$0.92	\$0.67

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)
3.7 International Rates (cont'd)

	Country		
	<u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
Canary Island	34	\$0.26	\$0.19
Cape Verde Islands	238	\$0.81	\$0.60
Cayman Islands	1345	\$0.37	\$0.27
Central African Republic	236	\$1.38	\$1.02
Chad Republic	235	\$1.47	\$1.08
Chile	56	\$0.40	\$0.30
China Prc	86	\$0.58	\$0.43
China (Cellular)	86(13)	\$0.67	-----
Christmas Island	672	\$0.40	\$0.26
Cocos-Kelling Island	61	\$0.25	\$0.18
Colombia	57	\$0.49	\$0.36
Colombia (Cellular)	57(3)	\$0.67	-----
Congo Republic	242	\$0.85	\$0.62
Cook Islands	682	\$1.60	\$1.18
Costa Rica	506	\$0.34	\$0.24
Croatia	385	\$0.44	\$0.32
Cuba	53	\$0.90	\$0.64
Cyprus	357	\$0.59	\$0.45
Czech Republic	42	\$0.60	\$0.44

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 International Rates, (Cont 'd.)

	<u>Country Code</u>	<u>Option 1</u>	<u>Option 2</u>
Denmark	45	\$0.20	\$0.18
Diego Garcia	246	\$1.40	\$0.86
Djibouti Republic	253	\$1.15	\$0.85
Dominica	1767	\$0.75	\$0.55
Dominican Republic	1809	\$0.40	\$0.29
Dominican Republic (Audiotelex)	1474	\$0.45	\$0.35
Ecuador	593	\$0.57	\$0.41
Ecuador (Cellular)	593(9)	\$0.94	\$0.55
Egypt	20	\$0.78	\$0.66
El Salvador	503	\$0.56	\$0.51
El Salvador (Cellular)	503(8)	\$0.93	\$0.60
Equatorial Guinea Republic	240	\$1.32	\$0.97
Eritrea	291	\$1.96	\$1.34
Estonia	372	\$0.70	\$0.53
Ethiopia	251	\$1.14	\$1.06
Faeroe Islands	298	\$0.58	\$0.36
Falkland Islands	500	\$1.40	\$1.03
Fiji Islands	679	\$1.17	\$0.88
Finland	358	\$0.21	\$0.18
France	33	\$0.21	\$0.18
France (Cellular)	33(6)	\$0.32	\$0.28
French Guiana	594	\$0.61	\$0.51
French Polynesia	689	\$1.20	\$0.99
Gabon Republic	241	\$0.98	\$0.72
Gambia	220	\$0.93	\$0.68
Georgia	995	\$0.81	\$0.73
Germany	49	\$0.18	\$0.17
Germany (Cellular)	49(16-17)	\$0.45	\$0.28
Ghana	233	\$0.64	\$0.47
Gibraltar	350	\$1.03	\$0.58
Gilbert Island	686	\$1.20	\$0.89
Greece	30	\$0.29	\$0.29
Greenland	299	\$0.60	\$0.39
Grenada	1473	\$0.76	\$0.50

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 International Rates, (Cont 'd.)

	Country <u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
Guadeloupe	590	\$0.63	\$0.40
Guantanamo Bay	53	\$0.95	\$0.70
Guatemala	502	\$0.49	\$0.40
Guinea	224	\$0.81	\$0.63
Guinea Bissau	245	\$1.44	\$0.93
Guyana	592	\$0.98	\$0.85
Haiti	509	\$0.80	\$0.57
Honduras	504	\$0.56	\$0.48
Hong Kong	852	\$0.25	\$0.17
Hong Kong (Special Services)	852(X)	\$0.84	\$0.62
Hungary	36	\$0.50	\$0.35
Iceland	354	\$0.50	\$0.39
India	91	\$0.68	\$0.55
Indonesia	62	\$0.63	\$0.46
Inmarsat(AOR)	871	\$9.00	\$8.88
Inmarsat(IOR)	873	\$9.00	\$8.88
Inmarsat(POR)	872	\$9.00	\$8.88
Inmarsat(WAT)	874	\$9.00	\$8.88
Iran	98	\$0.96	\$0.83
Iraq	964	\$1.40	\$1.22
Ireland	353	\$0.19	\$0.17
Ireland (Cellular)	353(86-88)	\$0.30	\$0.25
Iridium (6)	881(6)	\$12.59	\$9.35
Iridium (7)	881(7)	\$6.33	\$4.69
Israel	972	\$0.25	\$0.17
Israel (Cellular)	972(5)	\$0.30	\$0.20
Italy	39	\$0.21	\$0.17
Italy (Cellular)	39(33-36)	\$0.28	\$0.22
Ivory Coast	225	\$1.55	\$1.14
Jamaica	1876	\$0.69	\$0.60
Japan	81	\$0.25	\$0.20
Japan BB Tokyo	81(3)	\$0.25	\$0.20
Japan (Cellular)	81(x0's)	\$0.25	\$0.20
Jordan	962	\$1.00	\$0.75

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 International Rates, (Cont 'd.)

	Country <u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
Kazakhstan	7	\$0.55	\$0.47
Kenya	254	\$0.88	\$0.65
Kiribati	686	\$1.22	\$0.92
Kuwait	965	\$1.01	\$0.74
Kyrgyzstan	996	\$1.54	\$1.12
Laos	856	\$2.02	\$1.40
Latvia	371	\$0.71	\$0.52
Lebanon	961	\$0.93	\$0.69
Lesotho	266	\$0.84	\$0.63
Liberia	231	\$0.78	\$0.57
Libya	218	\$0.90	\$0.72
Liechtenstein	41	\$0.24	\$0.17
Lithuania	370	\$0.89	\$0.68
Luxembourg	352	\$0.21	\$0.17
Macao	853	\$0.78	\$0.57
Macedonia	389	\$0.67	\$0.49
Madagascar	261	\$2.12	\$1.66
Malawi	265	\$0.70	\$0.50
Malaysia	60	\$0.38	\$0.34
Maldives, Republic of	960	\$1.24	\$0.91
Mali Republic	223	\$1.29	\$0.95
Malta Republic	356	\$0.29	\$0.21
Marshall Islands	692	\$0.66	\$0.56
Martinique/French Antilles	596	\$0.67	\$0.39
Mauritania	222	\$0.90	\$0.75
Mauritius	230	\$1.18	\$0.87
Mayotte Island (Comoros)	269	\$2.12	\$1.27
Micronesia	691	\$0.95	\$0.70
Moldava	373	\$1.05	\$0.76
Monaco	377	\$0.24	\$0.18
Mongolia	976	\$1.68	\$1.24
Montserrat	1664	\$0.72	\$0.63
Morocco	212	\$0.84	\$0.60
Mozambique	258	\$1.08	\$0.92

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)
3.7 International Rates, (Cont 'd.)

	Country <u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
Namibia	264	\$0.62	\$0.54
Nauru	674	\$1.15	\$0.85
Nepal	977	\$1.39	\$1.03
Netherlands Antilles	599	\$0.54	\$0.39
Netherlands	31	\$0.20	\$0.18
Netherlands (Cellular)	31(6,9)	\$0.24	\$0.20
Nevis	1869	\$0.62	\$0.52
New Caledonia	687	\$1.14	\$0.83
New Zealand	64	\$0.18	\$0.17
New Zealand (Cellular)	64(12-29)	\$0.23	\$0.22
Nicaragua	505	\$0.60	\$0.50
Niger Republic	227	\$0.98	\$0.70
Nigeria	234	\$0.90	\$0.70
Niue Island	683	\$2.24	\$2.07
Norfolk Island	672	\$1.82	\$1.62
North Korea	850	\$3.69	\$3.35
Norway	47	\$0.20	\$0.17
Oman	968	\$0.94	\$0.69
Pakistan	92	\$0.89	\$0.77
Palau Republic	680	\$0.99	\$0.82
Panama	507	\$0.60	\$0.52
Papua New Guinea	675	\$0.80	\$0.55
Paraguay	595	\$0.65	\$0.60
Peru	51	\$0.50	\$0.48
Philippines	63	\$0.47	\$0.34
Poland	48	\$0.34	\$0.31
Portugal	351	\$0.33	\$0.24
Qatar	974	\$0.97	\$0.71
Reunion Island	262	\$0.96	\$0.76
Romania	40	\$0.64	\$0.47
Russia	7	\$0.49	\$0.34
Rwanda	250	\$0.97	\$0.88

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 International Rates, (Cont 'd.)

	Country <u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
San Marino	378	\$0.45	\$0.28
Sao Tome	329	\$1.57	\$1.16
Saudi Arabia	966	\$0.89	\$0.79
Senegal	221	\$1.28	\$0.94
Seychelles Island	248	\$1.51	\$1.17
Sierra Leone	232	\$1.25	\$0.91
Singapore	65	\$0.31	\$0.24
Slovakia	421	\$0.60	\$0.44
Slovenia	386	\$0.60	\$0.44
Solomon Islands	677	\$0.99	\$0.87
Somalia	252	\$1.44	\$1.21
South Africa	27	\$0.59	\$0.43
South Korea	82	\$0.26	\$0.19
South Korea (Cellular)	82(1x)	\$0.43	\$0.39
Spain	34	\$0.19	\$0.17
Spain (Cellular)	34(6,96)	\$0.30	\$0.25
Sri Lanka	94	\$1.14	\$0.92
ST. Helena	290	\$1.32	\$1.11
ST. Kitts	1869	\$0.54	\$0.46
ST. Lucia	1758	\$0.55	\$0.50
ST. Pierre & Miquelon	508	\$0.48	\$0.35
ST. Vincent & Grenadines	1784	\$0.64	\$0.61
Sudan	249	\$1.14	\$0.94
Suriname	597	\$1.19	\$0.89
Swaziland	268	\$0.82	\$0.57
Sweden	46	\$0.20	\$0.18
Switzerland	41	\$0.20	\$0.18
Switzerland (Cellular)	41C	\$0.18	-----
Syria	963	\$1.45	\$1.23
Taiwan	886	\$0.33	\$0.29
Tajikistan	992	\$0.59	\$0.43
Tanzania	255	\$0.92	\$0.61
Thailand	66	\$0.55	\$0.48
Togo Republic	228	\$1.16	\$0.87

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.7 International Rates, (Cont 'd.)

	Country <u>Code</u>	<u>Option 1</u>	<u>Option 2</u>
Tonga Islands	676	\$1.45	\$0.88
Trinidad & Tobago	1868	\$0.69	\$0.57
Tunisia	216	\$0.80	\$0.44
Turkey	90	\$0.59	\$0.43
Turkey (Cellular)	90(5)	\$0.59	\$0.46
Turkmenistan	993	\$0.99	\$0.81
Turks & Caicos Islands	1649	\$0.63	\$0.54
Tuvalu	688	\$1.80	\$1.27
Uganda	256	\$0.75	\$0.55
Ukraine	380	\$0.59	\$0.48
United Arab Emirates	971	\$0.62	\$0.45
United Kingdom	44	\$0.15	\$0.10
United Kingdom (Cellular)	44(2)	\$0.34	\$0.25
Uruguay	598	\$0.68	\$0.50
Uzbekistan	998	\$0.89	\$0.63
Vanuatu Republic	678	\$2.99	\$2.47
Venezuela	58	\$0.36	\$0.34
Vietnam	84	\$0.88	\$0.79
Wallis & Futuna Island	681	\$2.67	\$2.37
Western Samoa	685	\$0.99	\$0.73
Yemen, Republic of	967	\$1.02	\$0.82
Yugoslavia & Serbia	381	\$0.78	\$0.54
Zaire	243	\$0.87	\$0.74
Zambia	260	\$0.80	\$0.61
Zanzibar	259	\$2.07	\$1.53
Zimbabwe	263	\$0.82	\$0.51

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**3.8 Calling Card**

Arrival's Calling Card Service allows customers to make long distance calls when they are away from home or the office, and the calls will be billed to their calling card. The cardholder can have domestic origination and international termination. International service is provided in conjunction with the Company's interstate domestic offering.

The Calling Card service will be available anywhere in the continental US, using a single toll free number. It will also be available in Hawaii, Alaska, Puerto Rico and the US Virgin Islands.

International calls are billed in six (6) second increments after a thirty (30) second per call minimum. A set-up per call charge of \$0.25 will be applied in addition to the per minute rate.

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3.8.1 Calling Card International Rates

Country	Country Code	Rate
Afghanistan	93	\$1.70
Albania	355	\$1.20
Algeria	213	\$0.75
American Samoa	684	\$0.45
Andorra	376	\$0.50
Angola	244	\$1.50
Anguilla	1264	\$0.65
Antarctica - Casey	672	\$1.50
Antarctica - Scott	672	\$0.60
Antigua/Barbuda	1268	\$0.65
Argentina	54	\$0.63
Argentina (Cellular)	54C	\$1.04
Armenia	374	\$1.38
Aruba	297	\$0.45
Ascension Island	247	\$1.11
Australia	61	\$0.18
Australia (Cellular)	61(14-19,41)	\$0.29
Austria	43	\$0.24
Azerbaijan	994	\$0.90

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.8 Calling Card, (Cont 'd.)

3.8.1 Calling Card International Rates, (Cont 'd.)

Country	Country Code	Rate
Bahamas	1242	\$0.30
Bahrain	973	\$0.94
Bangladesh	880	\$1.25
Barbados	1246	\$0.59
Belarus	375	\$0.58
Belgium	32	\$0.25
Belgium (Cellular)	32C	\$0.32
Belize	501	\$0.89
Benin	229	\$0.78
Bermuda	1441	\$0.42
Bhutan	975	\$1.50
Bolivia	591	\$0.65
Bosnia-Herzegovina	387	\$0.84
Botswana	267	\$0.89
Brazil	55	\$0.40
Brazil (Cellular)	55(119)	\$0.57
British Virgin Islands	1284	\$0.56
Brunei	673	\$0.63
Bulgaria	359	\$0.53
Burkino Faso	226	\$0.72
Burma/Myanmar	95	\$2.06
Burundi	257	\$1.97
Cambodia	855	\$2.10
Cameroon	237	\$0.92
Canary Island	34	\$0.26
Cape Verde Islands	238	\$0.81
Cayman Islands	1345	\$0.37
Central African Republic	236	\$1.38
Chad Republic	235	\$1.47
Chile	56	\$0.40

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.8 Calling Card, (Cont 'd.)

3.8.1 Calling Card International Rates, (Cont 'd.)

Country	Country Code	Rate
China Prc	86	\$0.58
China (Cellular)	86(13)	\$0.67
Christmas Island	672	\$0.40
Cocos-Kelling Island	61	\$0.25
Colombia	57	\$0.49
Colombia (Cellular)	57(3)	\$0.67
Congo Republic	242	\$0.85
Cook Islands	682	\$1.60
Costa Rica	506	\$0.34
Croatia	385	\$0.44
Cuba	53	\$0.90
Cyprus	357	\$0.59
Czech Republic	42	\$0.60
Denmark	45	\$0.20
Diego Garcia	246	\$1.40
Djibouti Republic	253	\$1.15
Dominica	1767	\$0.75
Dominican Republic	1809	\$0.40
Dominican Republic (Audiotext)	1474	\$0.45
Ecuador	593	\$0.57
Ecuador (Cellular)	593(9)	\$0.94
Egypt	20	\$0.78
El Salvador	503	\$0.56
El Salvador (Cellular)	503(8)	\$0.93
Equatorial Guinea Republic	240	\$1.32
Eritrea	291	\$1.96
Estonia	372	\$0.70
Ethiopia	251	\$1.14
Faeroe Islands	298	\$0.58
Falkland Islands	500	\$1.40

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.8 Calling Card, (Cont'd.)

3.8.1 Calling Card International Rates, (Cont'd.)

Country	Country Code	Rate
Fiji Islands	679	\$1.17
Finland	358	\$0.21
France	33	\$0.21
France (Cellular)	33(6)	\$0.32
French Guiana	594	\$0.61
French Polynesia	689	\$1.20
Gabon Republic	241	\$0.98
Gambia	220	\$0.93
Georgia	995	\$0.81
Germany	49	\$0.18
Germany (Cellular)	49(16-17)	\$0.45
Ghana	233	\$0.64
Gibraltar	350	\$1.03
Gilbert Island	686	\$1.20
Greece	30	\$0.29
Greenland	299	\$0.60
Grenada	1473	\$0.76
Guadeloupe	590	\$0.63
Guantanamo Bay	53	\$0.95
Guatemala	502	\$0.49
Guinea	224	\$0.81
Guinea Bissau	245	\$1.44
Guyana	592	\$0.98
Haiti	509	\$0.80
Honduras	504	\$0.56
Hong Kong	852	\$0.25
Hong Kong (Special Services)	852(X)	\$0.84
Hungary	36	\$0.50
Iceland	354	\$0.50
India	91	\$0.68
Indonesia	62	\$0.63

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.8 Calling Card, (Cont'd.)

3.8.1 Calling Card International Rates, (Cont'd.)

Country	Country Code	Rate
Inmarsat (AOR)	871	\$9.00
Inmarsat (IOR)	873	\$9.00
Inmarsat (POR)	872	\$9.00
Inmarsat (WAT)	874	\$9.00
Iran	98	\$0.96
Iraq	964	\$1.40
Ireland	353	\$0.19
Ireland (Cellular)	353(86-88)	\$0.30
Iridium (6)	881(6)	\$12.59
Iridium (7)	881(7)	\$6.33
Israel	972	\$0.25
Israel (Cellular)	972(5)	\$0.30
Italy	39	\$0.21
Italy (Cellular)	39(33-36)	\$0.28
Ivory Coast	225	\$1.55
Jamaica	1876	\$0.69
Japan	81	\$0.25
Japan BB Tokyo	81(3)	\$0.25
Japan (Cellular)	81(x0's)	\$0.25
Jordan	962	\$1.00
Kazakhstan	7	\$0.55
Kenya	254	\$0.88
Kiribati	686	\$1.22
Kuwait	965	\$1.01
Kyrgyzstan	996	\$1.54
Laos	856	\$2.02
Latvia	371	\$0.71
Lebanon	961	\$0.93
Lesotho	266	\$0.84
Liberia	231	\$0.78
Libya	218	\$0.90

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**3.8 Calling Card, (Cont 'd.)****3.8.1 Calling Card International Rates, (Cont 'd.)**

Country	Country Code	Rate
Liechtenstein	41	\$0.24
Lithuania	370	\$0.89
Luxembourg	352	\$0.21
Macao	853	\$0.78
Macedonia	389	\$0.67
Madagascar	261	\$2.12
Malawi	265	\$0.70
Malaysia	60	\$0.38
Maldives, Republic of	960	\$1.24
Mali Republic	223	\$1.29
Malta Republic	356	\$0.29
Marshall Islands	692	\$0.66
Martinique/French Antilles	596	\$0.67
Mauritania	222	\$0.90
Mauritius	230	\$1.18
Mayotte Island (Comoros)	269	\$2.12
Micronesia	691	\$0.95
Moldava	373	\$1.05
Monaco	377	\$0.24
Mongolia	976	\$1.68
Montserrat	1664	\$0.72
Morocco	212	\$0.84
Mozambique	258	\$1.08
Namibia	264	\$0.62
Nauru	674	\$1.15
Nepal	977	\$1.39
Netherlands Antilles	599	\$0.54
Netherlands	31	\$0.20
Netherlands (Cellular)	31(6,9)	\$0.24
Nevis	1869	\$0.62
New Caledonia	687	\$1.14

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**3.8 Calling Card, (Cont 'd.)****3.8.1 Calling Card International Rates, (Cont 'd.)**

Country	Country Code	Rate
New Zealand	64	\$0.18
New Zealand (Cellular)	64(12-29)	\$0.23
Nicaragua	505	\$0.60
Niger Republic	227	\$0.98
Nigeria	234	\$0.90
Niue Island	683	\$2.24
Norfolk Island	672	\$1.82
North Korea	850	\$3.69
Norway	47	\$0.20
Oman	968	\$0.94
Pakistan	92	\$0.89
Palau Republic	680	\$0.99
Panama	507	\$0.60
Papua New Guinea	675	\$0.80
Paraguay	595	\$0.65
Peru	51	\$0.50
Philippines	63	\$0.47
Poland	48	\$0.34
Portugal	351	\$0.33
Qatar	974	\$0.97
Reunion Island	262	\$0.96
Romania	40	\$0.64
Russia	7	\$0.49
Rwanda	250	\$0.97
San Marino	378	\$0.45
Sao Tome	329	\$1.57
Saudi Arabia	966	\$0.89
Senegal	221	\$1.28
Seychelles Island	248	\$1.51
Sierra Leone	232	\$1.25
Singapore	65	\$0.31

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**3.8 Calling Card, (Cont 'd.)****3.8.1 Calling Card International Rates, (Cont 'd.)**

Country	Country Code	Rate
Slovakia	421	\$0.60
Slovenia	386	\$0.60
Solomon Islands	677	\$0.99
Somalia	252	\$1.44
South Africa	27	\$0.59
South Korea	82	\$0.26
South Korea (Cellular)	82(1x)	\$0.43
Spain	34	\$0.19
Spain (Cellular)	34(6,96)	\$0.30
Sri Lanka	94	\$1.14
St. Helena	290	\$1.32
St. Kitts	1869	\$0.54
St. Lucia	1758	\$0.55
St. Pierre & Miquelon	508	\$0.48
St. Vincent & Grenadines	1784	\$0.64
Sudan	249	\$1.14
Suriname	597	\$1.19
Swaziland	268	\$0.82
Sweden	46	\$0.20
Switzerland	41	\$0.20
Switzerland (Cellular)	41C	\$0.18
Syria	963	\$1.45
Taiwan	886	\$0.33
Tajikistan	992	\$0.59
Tanzania	255	\$0.92
Thailand	66	\$0.55
Togo Republic	228	\$1.16
Tonga Islands	676	\$1.45
Trinidad & Tobago	1868	\$0.69
Tunisia	216	\$0.80
Turkey	90	\$0.59

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**3.8 Calling Card, (Cont 'd.)****3.8.1 Calling Card International Rates, (Cont 'd.)**

Country	Country Code	Rate
Turkey (Cellular)	90(5)	\$0.59
Turkmenistan	993	\$0.99
Turks & Caicos Islands	1649	\$0.63
Tuvalu	688	\$1.80
Uganda	256	\$0.75
Ukraine	380	\$0.59
United Arab Emirates	971	\$0.62
United Kingdom	44	\$0.15
United Kingdom (Cellular)	44(2)	\$0.34
Uruguay	598	\$0.68
Uzbekistan	998	\$0.89
Vanuatu Republic	678	\$2.99
Venezuela	58	\$0.36
Vietnam	84	\$0.88
Wallis & Futuna Island	681	\$2.67
Western Samoa	685	\$0.99
Yemen, Republic of	967	\$1.02
Yugoslavia & Serbia	381	\$0.78
Zaire	243	\$0.87
Zambia	260	\$0.80
Zanzibar	259	\$2.07
Zimbabwe	263	\$0.82

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.8 Calling Card, (Cont 'd.)

3.8.1 Calling Card International Rates, (Cont 'd.)

Service Charges to or from the Mainland

Customer Dialed Calling Card -	
Customer Dialed/Automated	\$4.50
Customer Dialed/Operator Assisted	\$6.00
Customer Dialed/Operator Must Assist	\$6.00
Operator Dialed Calling Card	\$6.50
Person-to-Person	\$8.50

3.8.2 Calling Card Mexico Rates

	Rate
BAND #1	\$0.30
BAND #2	\$0.30
BAND #3	\$0.39
BAND #4	\$0.39
BAND #5	\$0.39
BAND #6	\$0.39
BAND #7	\$0.39
MEXICO CITY, MEXICO	\$0.39
BAND #8	\$0.39

3.8.2 Calling Card Mexico Rates, (Cont 'd.)

Customer Dialed -	
Automated	\$3.00
& Operator Assisted	\$3.50
& Operator Must Assist	\$3.50
Operator Dialed -	N/A
Person-to-Person	N/A

SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.8 Calling Card, (Cont 'd.)

3.8.3 Calling Card Canada Rates

	NPA	Rate
Manitoba	204	\$0.12
British Columbia	250	\$0.12
Saskatchewan	306	\$0.12
Alberta	403	\$0.12
Ontario	416	\$0.12
Quebec	418	\$0.12
Quebec	450	\$0.12
New Brunswick	506	\$0.12
Quebec	514	\$0.12
Ontario	519	\$0.12
British Columbia	604	\$0.12
Ontario	613	\$0.12
Ontario	705	\$0.12
Newfoundland	709	\$0.12
Alberta	780	\$0.12
Ontario	807	\$0.12
Quebec	819	\$0.12
Yukon/North West Territory	867	\$0.12
Nova Scotia/Prince Edward Is.	902	\$0.12
Ontario	905	\$0.12

3.8.3 Calling Card Canada Rates, (Cont 'd.)

Customer Dialed CC -	
Cust.Dialed Automated	\$2.50
& Operator Assisted	\$3.50
& Operator Must Assist	\$3.50
Operator Dialed CC -	\$4.25
Person-to-Person	\$6.00

SECTION 4 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**4.1 Payphone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access Arrival services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with Arrival service, applies for the use of the instrument used to access Arrival service and is unrelated to the Arrival service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Payphone Compensation Charge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Payphone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Payphone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Surcharge, per call	\$0.30
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4.2 Universal Service Fund Contribution

In connection with the FCC's Universal Service Orders, Arrival will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Arrival will pass-through the USF assessment to its customers by assessing an 10.5% surcharge applicable to all interstate and international end-user charges. This surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service.

SECTION 5 - PROMOTIONS**5.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

5.3 Comparable Pricing Promotion

Arrival may, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers or retain existing Customer accounts. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain subscribed with the competing interexchange carrier or reseller.

SECTION 6 - CONTRACT SERVICES**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.