

**LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE
RATES, TERMS, AND CONDITIONS**

This tariff applies to Long Distance Message Telecommunications Service furnished for interstate telecommunications in accordance with the Communications Act of 1934, as amended. Service is provided between points within the United States.

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

- C - to signify a changed regulation
- D - to signify a discontinued rate or regulation
- I - to signify a rate increase
- M - to signify a matter moved or relocated without change
- N - to signify a new rate or regulation
- R - to signify a reduction
- S - to signify a reissued matter
- T - to signify a change in text but no change in rate or regulation
- Z - to signify a correction

EXPLANATION OF ABBREVIATIONS

- Company - Arrival Communications, Inc.
- STD. - Standard
- DIS. - Discount
- ECO. - Economy

1. APPLICATION OF RATES, TERMS, AND CONDITIONS

This tariff contains the regulations and rates applicable to the provision of Long Distance Message Telecommunications Service by Arrival Communications, Inc. (hereinafter referred to as the Company), from its operating location(s) in the United States as specified in Section 3.1.1(a). Service is furnished subject to transmission, atmospheric and like conditions.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Long Distance Message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Liability of the Company

- (A) Except as stated in this Section 2.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- (B) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to five times the initial minute charge provided for under this tariff for the interstate long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.3 Liability of the Company

- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars or other labor difficulties.

- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's Long Distance Message Telecommunications Service. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

2.1.4 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees; due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities, and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Prohibited Uses

Long Distance Message Telecommunications Service shall not be used for any unlawful purpose.

2. REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.4 Use of Service

Long Distance Message Telecommunications Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

Use of Long Distance Message Telecommunications Service is considered an order for such service.

2. REGULATIONS

2.5 Customer Equipment and Channels

2.5.1 Interconnection of Facilities

- (A) Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer-provided and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Leased channels obtained from the Company for Long Distance Message Telecommunications Services are domestic leased channels and are not covered by this tariff.

- (B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2. REGULATIONS

2.5 Customer Equipment and Channels

2.5.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

- (B) If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2. REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

- (A) The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Federal, state and local sales, use and excise taxes, where applicable, shall be added to the charges contained herein. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may subsequently become applicable retroactively.
- (B) Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within thirty (30) days after the invoice date listed on the bill it shall become a delinquent bill and interest at the lesser of (1) the rate of one and one-half percent (1.5%) per month or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings then the defendant Customer shall pay the reasonable attorney's fees and costs of the Company in prosecuting such proceedings and appeals therefrom.
- (C) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the company which a financial institution refuses to honor for insufficient funds or non-existent account.
- (D) Customers are responsible for any previously unbilled charge for services furnished prior to three months immediately preceding the date of the bill, except for collect calls, credit card calls, third party calls and "Error File" calls (those which cannot be billed due to the unavailability of complete billing information to the company) which shall have a six-month back billing period. In case of fraud, a back billing period of no more than three years will apply.

2. REGULATIONS

2.6 Payment Arrangements

2.6.2 Discontinuance of Service for Cause

Upon non-payment of any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service or upon violation of any of the terms or conditions governing the furnishing of service under this tariff, the Company may, after 24 hours advance notice in writing to the Customer, without incurring any liability, discontinue the furnishing of service under this tariff.

These restrictions on Long Distance Message Telecommunications Services may include, but are not limited to, the following: the Company may withhold the use of a specific 800 number or deny its transfer to another carrier for nonpayment of charges due as specified in 2.6.1, "Payment for Service," preceding. Such action may be taken without written notice being sent to the Customer. Upon payment of charges by the Customer this restriction on the use of a specific 800 number will be removed.

2. REGULATIONS

2.7 Definitions

Access Line: A transmission path that connects a Customer premise to a Local Exchange Carrier's Central Office.

Call: A completed connection established between a calling station and one or more called stations.

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

Calling Card: A card assigned by the company which enables users to bill telephone calls to their company long distance account.

Company: The term "Company" denotes American Communications Network, Inc.

Customer: The person or legal entity that orders long distance service (either directly or through an agent) or is responsible for payment of tariffed charges for services furnished to that customer.

Premises: A building on continuous property not separated by a public thoroughfare.

United States The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

3. SERVICE OFFERINGS

3.1 Interstate Message Telecommunications Service

3.1.1(a) Description of Services

Interstate Message Telecommunications Service consists of the furnishing of switched message telephone service between points within the United States Mainland; and between the Mainland and Alaska and Hawaii. Such service is available twenty-four (24) hours a day, seven (7) days a week.

The Company maintains its headquarters in Bakersfield, California.

3.1.1(b) Explanation of Rates for Interstate Message Telecommunication Service

The rates for the Company's Interstate Message Telecommunications Service will depend on the length of the call and the class of service applicable to the call. Rates apply to all days, all hours. The following Rate Schedule in Section 3.1.2(a) and 3.1.2(b) represents the maximum applied rate for Interstate services.

The Company may request any customer to pay in advance for toll services based on a good faith estimate of traffic volumes. At the Company's discretion a surcharge of 10% may be added to usage charges when actual traffic exceeds estimates. When estimates exceed actual usage, the customer will be credited on the toll statement.

3.1.1(c) Classes of Service

The Company provides the following classes of service:

Direct Dial
Inbound 800

3. SERVICE OFFERINGS

3.1 Interstate Message Telecommunications Service3.1.2(a) Dial Station Service Rates

1. Multi Rate Switched Access Calling Plans

Multi Rate Switched Access Calling Plans are distance and time-of-day insensitive long distance services. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Billing increments vary by rate plan. All partial billing increments will be rounded up to the next whole increment. Rates for Multi Rate Switched Access Calling Plans vary by domestic jurisdiction (i.e., interstate, intrastate interLATA, and intrastate intraLATA). Rates also vary by the anticipated or committed monthly billing for all long distance services provided by the Company to the Customer. The Company reserves the right to evaluate actual customer usage volumes and disqualify from certain rate plans subscribers who consistently fall below established usage thresholds.

Rate Plan

Rate Plan	Initial/Add'l Increments	Interstate Rate	Intrastate InterLATA Rate	Intrastate IntraLATA Rate
39	18/6 sec	\$0.090	<i>see state tariff</i>	<i>see state tariff</i>
99	18/6 sec	\$0.100	<i>see state tariff</i>	<i>see state tariff</i>
60	18/6 sec	\$0.090	<i>see state tariff</i>	<i>see state tariff</i>
333	18/6 sec	\$0.110	<i>see state tariff</i>	<i>see state tariff</i>
36	18/6 sec	\$0.130	<i>see state tariff</i>	<i>see state tariff</i>
37	18/6 sec	\$0.130	<i>see state tariff</i>	<i>see state tariff</i>
332	18/6 sec	\$0.140	<i>see state tariff</i>	<i>see state tariff</i>
16	30/6 sec	\$0.140	<i>see state tariff</i>	<i>see state tariff</i>
31	18/6 sec	\$0.150	<i>see state tariff</i>	<i>see state tariff</i>
12	18/6 sec	\$0.150	<i>see state tariff</i>	<i>see state tariff</i>
17	18/6 sec	\$0.160	<i>see state tariff</i>	<i>see state tariff</i>
308	30/6 sec	\$0.170	<i>see state tariff</i>	<i>see state tariff</i>
8	30/6 sec	\$0.170	<i>see state tariff</i>	<i>see state tariff</i>

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3. SERVICE OFFERINGS

3.1 Interstate Message Telecommunications Service3.1.2(a) Dial Station Service Rates

1. Multi Rate Switched Access Calling Plans

Qualification Table

Anticipated/Committed Monthly Long Distance Revenue	Available Plans
More than \$250	94, 39, 99, 60, 333, 36, 37, 332, 16, 31, 12, 17, 308, 8
More than \$100	39, 99, 60, 333, 36, 37, 332, 16, 31, 12, 17, 308, 8
More than \$75	333, 36, 37, 332, 16, 31, 12, 17, 308, 8
More than \$50	36, 37, 332, 16, 31, 12, 17, 308, 8
More than \$25	332, 16, 31, 12, 17, 308, 8
<i>no minimum threshold</i>	17, 308, 8

Directory Assistance \$1.10 per call

3. SERVICE OFFERINGS

3.1 Interstate Message Telecommunications Service

[For intrastate 800 rates see Cal. P.U.C. Schedule CLC 6-T]

3.1.2(b) 800 Service

PRICE SCHEDULE

Rate Table	Initial Period in Seconds	Rate for Initial Period	Rate for Each Additional 6 Seconds
AA	30	.090	.018
BB	18	.048	.016
CC	30	.070	.014
DD	18	.036	.012

3. SERVICE OFFERINGS

3.2 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.

Domestic calls are billed in six (6) second increments after a thirty (30) second per call minimum.

A. To points within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

All plans, per minute rate	\$0.25
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B. To Guam/CNMI

All plans, per minute rate	\$0.25
Per call set-up (in addition to per minute rate)	\$0.25

3.3 Minimum Monthly Usage Charge

In addition to all other nonrecurring monthly recurring, or usage charges identified in Company tariffs, or tariff equivalents, a minimum monthly usage charge applies to accounts with total monthly long distance usage billing of less than \$10.00. The \$10 minimum monthly usage charge is applied in lieu of accumulated long distance usage charges when such charges total less than \$10 for the relevant billing period. This charge is cross-jurisdictional, i.e., the charge will apply in connection with all relevant jurisdictions.

4. MISCELLANEOUS SERVICES

4.1 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.

4.2 Presubscribed Interexchange Carrier Pass-Through Charge

In connection with the FCC's Access Reform Orders, the Company assesses a Presubscribed Interexchange Carrier Charge (PICC). The PICC is a per line monthly charge applicable to all lines or trunks that are presubscribed to the Company or the Company's underlying carrier(s), regardless of the particular service or volume option selected by the Customer. No fractional debits or credits will be created for Customers subscribing to Arrival's services for a partial month.

Rate Per Line Per Month (see Note on this page)

Single-Line Business/Residential	\$ 0.53
Multi-Line Business (excluding Centrex)	\$ 2.60
Centrex	\$ 0.43

Note - Where information is insufficient for the Company to determine the type of line, the Company may default to the multiline rate for all lines including Centrex.