

Quick Communications, Inc. d/b/a Quick Connect USA
Douglas M. Quick, President
5850 Dixie Highway
Clarkston, Michigan 48346
Issued: March 21, 2002

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Original Page 1

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ACCESS SERVICES

QUICK COMMUNICATIONS, INC. D/B/A QUICK CONNECT USA
REGULATIONS AND SCHEDULE OF CHARGES FOR
ACCESS SERVICES

Quick Communications, Inc. d/b/a Quick Connect USA
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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- C - Changed Regulation
- D - Delete or Discontinue
- I - Change Resulting In An Increase
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction
- T - Change In Text But No Change In Rate or Charge
- Z - Correction

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TARIFF FORMAT

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

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ABBREVIATIONS

DS1: Digital Signal Level 1. A dedicated, high capacity, full duplex Channel with a line speed of 1.544 Mbps.

FOC: Final Order Confirmation.

ICB: Individual Case Basis.

ISDN: Integrated Services Digital Network. Integrates voice, data, and video communications services via standard interfaces.

IXC: Interexchange Carrier.

Kbps: KiloBits Per Second. 1000s of Bits per second.

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.

Mbps: MegaBits per second; millions of Bits per second.

MECAB: Multiple Exchange Carrier Access Billing.

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ABBREVIATIONS

MECOD: Multiple Exchange Carrier Ordering and Design.

N/A: Not Available.

PIU: Percent Interstate Usage.

POP: Point of Presence.

PRI: Primary Rate Interface.

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DEFINITIONS

Access Minutes - Denotes that usage of exchange facilities in Interstate service or foreign service for the purpose of calculating chargeable usage.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of Bits transmitted in a one second interval.

Channel or Circuit - A communications path between two or more points of termination.

Commission - Federal Communications Commission.

Company - Quick Communications, Inc. d/b/a Quick Connect USA

Company-Designated POP - Denotes a switch location, a central office, Serving Wire Center or any location designated by the Company which may be used to provide access to the Company's Services.

Company-Provided - The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

Customer - Any person, firm, partnership, corporation or other entity which uses Service under the terms and conditions of this Tariff and is responsible for the payment of charges.

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DEFINITIONS

Customer-Designated Premises/Customer Premise(s)/Customer's Premise(s) - The Premises specified by the Customer for the provision of Access Services.

Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User - The person or legal entity which uses the Service provided by the Company.

Feature Group - A switching arrangement available from LEC's and CLEC's end central offices to interexchange long distance carriers.

Interstate - Applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Interexchange Carrier - Any individual, partnership, association, corporation or other entity engaged in Interstate or international communication for hire by wire or radio between two or more exchanges.

Local Access and Transport Area - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic, and other purposes.

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DEFINITIONS

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

Primary Rate Interface - Denotes the ISDN equivalent of a DS-1 Circuit.

Service: Any or all services provided pursuant to this Tariff.

Serving Wire Center - The Wire Center from which the Customer-Designated Premises would normally obtain dial tone from the Company.

Switched Access Service - Available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.

Terminal Equipment - Telecommunications devices, apparatus, and associated wiring on the Customer-Designated Premises.

Third Party Vendor - Denotes a company, entity or individual, other than the Company, that provides the facilities and/or the equipment required to provide service(s).

Transmission Speed: Denotes the line or Channel speed in Bits per second.

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DEFINITIONS

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of Trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company's Access Service(s) are furnished to Customers for Interstate communications. All Services are only available at the Company-Designated POP at 123 North Saginaw Street, Pontiac, Michigan 48342.
- 2.1.2 The Company arranges for the installation, operation, and maintenance of the Service provided in this Tariff for the Customer in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3 The provision of such Services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.
- 2.1.4 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available.
- 2.2.2 The Company may rely on Third Party Vendors to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time. Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).
- 2.2.3 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.4 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the Company-Provided network; or
- (E) Customer's use of the Company-Provided network for any fraudulent purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 (continued)

(G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or

(H) Insufficient or fraudulent billing information.

2.2.6 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

(A) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or

(B) non-payment of any sum owed the Company by the due date printed on the bill; or

(C) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.7 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.8 Any applicant or Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.16 of this Tariff in connection with the provision of Service to Customer.

2.3.1 The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for the Service.

2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.2 of this Tariff, whichever is applicable, and the sum of \$1,000.

2.3.4 The liability of the Company for wilful misconduct occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Sections 2.3.2 or 2.3.3, which is applicable, and the sum of \$1,000.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose. The Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company.
- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's or End User's messages.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.14 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

(F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User.

(G) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.4 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.4.5 Recording of telephone conversations of Service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state or local laws.
- 2.4.6 Any Service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of Service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.

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2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (I) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

- (J) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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2.5 Obligations of the Customer (continued)

2.5.5 The Customer is responsible for paying for all Services the Company provides to the Customer regardless of whether the Customer's Services were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public.

2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, or 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the Company's POP. The Customer will ensure that the signals emitted into the network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the Company-Provided network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable signal power limitations.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.17 of this Tariff for additional information regarding the Customer's obligations concerning taxes.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s) or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions. Facilities utilized by the Company to provide Service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.11 The Customer is responsible for ensuring that the Customer's facilities provide the necessary On-Hook and Off-Hook supervision for accurate timing of calls.
- 2.5.12 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.5.13 If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with Service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.14 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.
- 2.5.15 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.5.16 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.17 The Customer shall reimburse the Company for damages to Company-Provided facilities utilized to provide Service(s) under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of Company-Provided facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.
- 2.5.18 Company-Provided facilities used by the Company or Third Party Vendor to provide Service under the provisions of this Tariff shall remain the property of the Company or designated Third Party Vendor. Such facilities shall be returned to the Company or Third Party Vendor by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.
- 2.5.19 Service provided under this Tariff shall be made available to the Company-designated personnel at times mutually agreed upon in order to permit the Company or Third Party Vendor to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments. The Company will, for maintenance purposes, test its Service only to the extent necessary to detect and/or clear troubles.

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2.5 Obligations of the Customer (Continued)

2.5.20 The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.5.21 The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications Service.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.6 Obligations of an IXC or Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.6 hereof, apply to Customers that are IXCs or Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by an IXC's/Reseller's subscriber, the Company may be requested by the Customer to block such subscribers's service because of non-payment of charges. Before the Company blocks service to the subscriber of an IXC/Reseller, the Customer must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking service due to non-payment. The Customer is responsible for all costs incurred to disconnect or block the location from service(s).
- 2.6.3 Customers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Customers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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2.6 Obligations of a Reseller (continued)

- 2.6.5 The IXC/Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 In addition to the other provisions in this Tariff, IXCs/Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested.

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2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for six months' Service. The Company will determine the amount of the deposit. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.

(C) Interest on Deposits

The Company will not pay interest on deposit.

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2.8 Customer Deposits / Advance Payments (continued)

2.8.1 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual usage. The Company does not pay interest on advance payments.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.9 Billing and Payment Arrangements

- 2.9.1 Except for fraud, charges may be assessed for unbilled traffic up to two years in arrears. Charges for fraud may be billed in excess of two years in arrears. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.
- 2.9.2 Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill.
- 2.9.3 If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late charge is 1.5% on the delinquent amount or the highest amount allowable by the applicable state law whichever is lower.

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2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.
- 2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.
- 2.10.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in Section 2.9.3 of this Tariff.

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2.11 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling a toll free number.

2.12 Interconnection Information

2.12.1 The company codes for Quick Communications, Inc. d/b/a Quick Connect USA are as follows:

<u>Company Name</u>	<u>Company Code</u>
Quick Communications, Inc. d/b/a Quick Connect USA	5557

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2.13 Assignment or Transfer

All Service provided under this Tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of Service without the express prior written consent of the Company. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as all conditions of Service.

2.14 Restoration of Service

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.15 Minimum Period

The minimum period for which Service(s) are provided and for which rates and charges are applicable is one (1) month unless otherwise specified. When a Service with a one (1) month minimum period is discontinued prior to the expiration of the minimum period, a one (1) month charge will apply at the rate level in effect at the time Service is discontinued.

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2.16 Inspection, Testing and Adjustment

- 2.16.1 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 facilities or equipment or Company-Provided 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, Company-Provided facilities or equipment shall be made available to the Company or Third Party Vendor 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.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.17 Taxes, Surcharges, and Fees

- 2.17.1 In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. The Company may impose a surcharge on its Customers 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. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- 2.17.2 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

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2.18 Interruption of Service

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.19 Cancellation of Service By Customer

2.19.1 Cancellation of Application for Service

Where the Customer or applicant cancels an application for Service prior to receipt of FOC, or prior to the start of special construction, no charge applies. Where installation of Service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

2.19.2 Cancellation by the Customer

Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written notice to the Company. Notice should be addressed to the Company's Customer Service Department. The Company shall hold the Customer responsible for payment of all bills for Service furnished until Service is disconnected.

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2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.21 Interconnection

- 2.21.1 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.
- 2.21.2 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.
- 2.21.3 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 Company-Provided 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.

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2.22 Jurisdiction

2.22.1 Jurisdictional Reports

For Switched Access Services, the Company will use the percentage of Interstate originating Feature Group D to determine the percent of Interstate usage to apply to all other Switched Access Services provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related Access Minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the Interstate and intrastate jurisdictions. The Customer shall upon ordering Service, and quarterly thereafter, report the percentage of Interstate use and such report will be used for billing purposes until the Customer reports a different projected Interstate percentage for a working Trunk Group. When the Customer adds Trunks to or removes Trunks from an existing group, the Customer shall furnish a revised projected Interstate percentage for each Service arranged for Interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.22 Jurisdiction (continued)

2.22.2 Mixed Interstate and Intrastate Switched Access Service

When mixed Interstate and intrastate Switched Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between Interstate and intrastate. The percentage provided in the reports as set forth in Section 2.22.1 of this Tariff will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as Interstate is applied in the following manner:

- (A) For nonrecurring chargeable rate elements, multiply the percent Interstate use times the quantity of chargeable elements times the Interstate tariff rate per element.
- (B) For usage sensitive chargeable rate elements, multiply the percent Interstate use times actual use (measured or Company assumed average use) times the Interstate rate.

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2.22 Jurisdiction (continued)

2.22.3 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

When mixed Interstate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- If the Customer's estimate of the Interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the Company's applicable rules and regulations for intrastate service.
- If the Customer's estimate of the Interstate traffic on the Service is more than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this Tariff.
- If the percentage of Interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.23 Meet Point Billing

Meet Point Billing applies when more than one exchange telephone companies is involved in the provision of Switched Access Service. Each exchange telephone company will provide its portion of the service based on its regulations, rates, and charges. All recurring and nonrecurring charges for services provided by each exchange telephone company are billed by each company providing a portion of the service. The billing percentage for End Office Local Switching provided by the Company is 100%. The Company's rates and charges for End Office Local Switching, as specified in Section 3.2.3 (A) of this Tariff, are multiplied by the appropriate quantity(ies) and the Company's billing percent to obtain the charges associated with the Company's Service. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.24 Maintenance of Service

The Service(s) provided under this Tariff shall be maintained by the Company or a Company-designated Third Party Vendor. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company or a Company-designated Third Party Vendor, other than by connection or disconnection to any interface means used, except with the written consent of the Company. When trouble on an Access Service is caused by facilities, equipment or wiring owned or leased by the Customer, a charge will apply on a deregulated basis.

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2.25 Promotions

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. In order to acquire new Customers or retain its existing Customers, the Company will match certain offers made by other interexchange carriers where the Customer can demonstrate to the Company's satisfaction that the Customer intends to accept an offer from the other interexchange carrier as an inducement to subscribe to or remain subscribed to the other IXC's services.

ACCESS SERVICES

SECTION 2 - GENERAL RULES AND REGULATIONS

2.26 Interference or Impairment

- 2.26.1 The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company or Company-designated Third Party Vendors and associated with the facilities utilized to provide Services under this tariff shall not interfere with or impair Service over any facilities of the Company, Company-designated Third Party Vendors, affiliated companies or its connecting and concurring carriers involved in its Services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- 2.26.2 If such characteristics or methods of operation are not in accordance with Section 2.26.1 of this Tariff, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. However, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions is not applicable.

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.27 Special Construction

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer and upon a determination by the Company that such charges should apply in that particular instance. Special construction cases/rates are on an ICB. Special construction may be undertaken:

- (a) where facilities are not presently available;
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its Service;
- (c) where the service is requested over a route other than that which the Company would normally utilized in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs;
- (h) where service is requested in advance of the Company's normal construction schedule.

ACCESS SERVICES

SECTION 3 - RATES AND CHARGES

3.1 General

Access Service provides access to a local exchange network for the purpose of enabling a provider to originate or terminate telecommunication services within the local exchange. Except for End-User Common Line Service, Access Services does not provide access to a person who is not a provider. If the rules and regulations contained in Section 3 of this Tariff conflict with the rules and regulations contained in Section 2 of this Tariff, the rules and regulations in this section apply in lieu of the rules and regulations contained in Section 2 of this Tariff.

3.2 Switched Access Service

3.2.1 Availability

All Switched Access Services are only available at the Company-designated Ameritech tandem. The Company determines the point of interconnection. The Customer is responsible for the provisioning of the facilities within its own network up to a physical meet point located at an interface point specified by the Company.

3.2.2 Description of Service

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path to an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.

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SECTION 3 - RATES AND CHARGES

3.2 Switched Access Service (continued)

3.2.3 Rates and Charges - End Office Local Switching

Charges for end office local switching are applied on a per Access Minute basis. Access Minute charges are accumulated over a monthly period. Access Minutes will be measured in accordance with generally accepted industry practices.

(A) Per Minute Charge:

	<u>Terminating</u>	<u>Originating</u>
Michigan	\$0.0150	\$0.0150

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3.3 Reserved For Future Use

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3.4 End User Common Line Service

3.4.1 General

The Company will provide End User Common Line Service to end users who obtain Local Exchange Service from the Company. This Service provides for the use of an End User Common Line. The End User Common Line Charge will be billed to the End User of the associated Local Exchange Service.

3.4.2 Rates and Charges

	Monthly Charge
(A) Residential Customer - Individual line or trunk, each	\$1.640
(B) Single Line and Multiline Business - Individual line or trunk, each	\$0.605
(C) Centrex CO or CO Like	\$0.065
(D) ISDN Base Rate Interface - per facility	\$0.605
(E) ISDN Primary Rate Interface - per facility	\$3.025
(F) Digital Transport - per facility	\$3.025

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3.5 CIC Charge

The Company will carry the IXC's or Reseller's Carrier Identification Code on each line of the IXC's/Reseller's end users which subscribe to one of the Company's Local Exchange Service offerings. The CIC charge applies as indicated below and will be billed to the IXC/Reseller. The monthly recurring charge is as follows:

Rates and Charges

Monthly Charge

(A)	Residential Customer - Individual line or trunk, each	\$2.95
(B)	Single Line and Multiline Business - Individual line or trunk, each	\$2.95
(C)	Centrex CO or CO Like	\$2.95
(D)	ISDN Base Rate Interface - per facility	\$2.95
(E)	ISDN Primary Rate Interface - per facility	\$2.95
(F)	Digital Transport - per facility	\$2.95