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Proposed Effective Date: May 23, 2005

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 Patrick D. Crocker, Attorney

Docket No.: **DOCKET NO. 05 - 189**

NOTICE CONCERNING ALL
TERMS AND CONDITIONS and RATES

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Chapter 204 - Basic-Service Calling Areas
- Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire
- Chapter 250 - Coin-operated Telephone Service
- Chapter 280 - Provision of Competitive Telecommunications Services
- Chapter 291 - Standards for Billing, Credit and Collection, and Customer Information for Non-Eligible Telecommunications Carriers
- Chapter 292 - Chapter 292, Standards for Billing, Credit and Collection, and Customer Information for Interexchange Carriers
- Chapter 294 - Lifeline and Link Up Service Programs
- Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers
- Chapter 297 - Anti-Cramming Rule: Registration Requirements, Complaint Procedures and Penalty Provisions for Service Providers and Billing Aggregators
- Chapter 870 - Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

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Notice Concerning All Terms and Conditions and Rates (continued)

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

1. FOR INTEREXCHANGE SERVICE:

Discount for Hearing-Impaired Customers. Upon customer request, the Company will automatically apply a 70% reduction for intrastate toll calls made from line used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A.M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

2. FOR LOCAL EXCHANGE SERVICE:

Enhanced Universal Emergency Number Service - E911 - Surcharge. An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. § 2927(1-A), applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account.

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

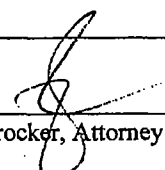
This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. §1303.

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Terms and Conditions

Definitions

1. "Carrier, "Company" or "Utility" refers to DELTEL, INC.
2. "Completed" call is a call, which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.
3. "Customer" means any person who has applied for, been accepted, and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person who was a customer of the same utility within the past 30 days and who requests service at the same or a different location.
4. "Residential" customer is a customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are nonresidential customers.
5. "Service" means any telecommunications service(s) provided by the carrier under these schedules.
6. "Station" is a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
7. "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods. Day is from 8 a.m. up to but not including 5 p.m. local time Monday through Friday. Evening is from 5 p.m. up to but not including 11 p.m. local time Monday through Friday. Night is from 11 p.m. up to but not including 8 a.m. local time Monday through Friday. Weekend is from 11 p.m. Friday through the weekend hours up to 8 a.m. on Monday.

The company charges weekend rates on the following federal holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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Terms and Conditions (continued)

General Description of Services Offered

1. These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
2. The Company's intrastate service territory consists of the entire State of Maine. Company services are available 24 hours per day, 7 days a week.
3. Company services are available for residential and nonresidential customers.

Calculation of Rates

1. Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
2. The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

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Terms and Conditions (continued)

Credit, Collection, and Dispute Resolution Procedures

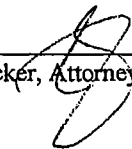
1. Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules.
2. Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules.
3. The Company **does not charge a fee** to establish service.
4. For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
5. The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
6. The Company **charges \$19.95** to restore service that was disconnected for nonpayment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
7. All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
8. As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the company shall furnish the customer with proof of the bank charge.

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Terms and Conditions (continued)

Credit, Collection, and Dispute Resolution Procedures (continued)

- 9. All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 290, 291, 292 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.
- 10. Customer complaints are handled by a full-service customer service department. Customers may call 1-877-7PBNEXT from 8:00 a.m. to 6:00 p.m. Monday through Friday or submit a written complaint to:

DELTEL, INC.
 27071 Aliso Creek Road, Suite 150
 Aliso Viejo, CA 92656

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If the customer is not satisfied with the Company's response, the customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

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Terms and Conditions (continued)

Interruption of Service/Liability

1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
2. The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
3. Upon customer request, the Company will credit a customer's account for service interruptions, which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
4. The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.

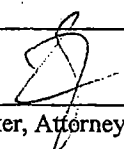
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Rate Schedules (continued)

B. PBNext System Unlimited

Customers receive the PBNext System features described above in Section A.2.

Monthly Charges

Unlimited minutes \$49.95

Per Minute Usage Rates

All Inbound Toll-Free calls \$0.039

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C. PBNext System Tiered Plan

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Customers receive the PBNext System features described above in Section A.2.

Monthly Charges

| | |
|------------------------------------|---------|
| 1 user | \$29.95 |
| up to 3 users | \$39.95 |
| up to 5 users | \$49.95 |
| each additional user after 5 users | \$9.95 |

First 250 outbound or inbound Intralata minutes (per account) Free

A "user" is a person or customer authorized to download the PBNext System software using the activation code supplied by Deltel.

Per Minute Usage Rates

All usage is rounded up to whole minutes.

| | |
|--|---------|
| All Inbound Toll-Free calls | \$0.039 |
| Outbound Intralata (after the first 250 minutes) | \$0.026 |
| Outbound Intrastate | \$0.026 |


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