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July 21, 2005
Via Overnight

Ms. Beth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

RECEIVED

JUL 22 2005

PUBLIC SERVICE
COMMISSION

**RE: Administrative Case No. 2005-00186; Trinsic Communications, Inc.
Responses to Commission and Attorney General Data Requests**

Dear Ms. O'Donnell:

Enclosed for filing are the original and five (5) copies the responses of Trinsic Communications, Inc. to the Commission and Attorney General Data Requests in the above-referenced proceeding. One copy of these responses is being filed with the Office of the Attorney General, Office of Rate Intervention.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-8575 or via email at mbyrnes@tminc.com. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
Trinsic Communications, Inc.

cc: Office of the Attorney General, Rate Intervention
T. Goode - Trinsic
B. Sullins - Trinsic
file: Trinsic - KY
tms: kyX0503

Response of Trinsic Communications, Inc. ("Trinsic")
to
Kentucky Public Service Commission Data Request dated June 22, 2005

Administrative Case No. 2005-00186

1. Does the utility offer a plan that is described, named or marketed as "unlimited"? If yes, identify and describe the plan and provide copies of the tariff sheets on which the plans can be found.

Response:

Yes, the company offers the following unlimited services:

Trinsic Unlimited which is a residential service that includes unlimited local calling and unlimited toll calling and selected calling features for a flat monthly recurring charge. Approved tariff pages are attached.

Trinsic Spectrum Unlimited which is a small business customer service that includes unlimited local and long distance calling for a flat monthly recurring charge, along with specific custom calling features. Approved tariff pages are attached. See Attachment PSC-1.

2. If the utility has an "unlimited" plan, are there use restrictions or other limitations on the plan? If yes, describe these restrictions and reference the utility's tariff.

Response:

Trinsic Unlimited: The service is available only to residential customers for voice applications. The service is not allowed for commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three way calling, voice chat line service or home use. Should the company determine that customers are using this service for other than residential voice applications the company may suspend, restrict or cancel the service or may move the customer to another service plan.

Trinsic Spectrum Unlimited: The service is restricted in the PBX, PBX-like equipment, auto-dialers, dial-up online service, broadcast fax transmissions and data usage traffic are prohibited under this plan. The plan determines whether such usage is occurring through the following methodology: If usage exceeds the average usage per line of all customer on the plan in the state by 5 times over a 3 month period, the customer may be moved to another plan.

3. How and when are customers or potential customers notified of the limitations on the unlimited plan? Describe the notification.

Response:

Customers are informed of the restrictions upon purchase. Also, the welcome package the company sends to new customers includes information on the plan's limitations.

4. If third parties (agents, telemarketers, consignees, etc.) market, advertise, or otherwise offer end-users the utility's unlimited plan, explain how those "marketers" are required to verify compliance with the notice requirements.

Response:

Trinsic is not actively marketing, advertising, or otherwise offering end-users the utility's unlimited plan at this time.

5. Assuming a customer has subscribed to an "unlimited" plan that has use limitations, is the customer notified when the limitations are exceeded? If yes, how is the customer notified?

Response:

An attempt is made to call and speak to the customer. If the customer is reached, they are reminded that Trinsic Unlimited service is intended for person-to-person, residential voice service only. If a voicemail service is reached, a message is left to return the call so we can provide explanation of the violation and what is expected to avoid a long distance block. If it is determined they are using the service to obtain Internet dial-up, chat lines, or any other prohibited use, they are asked to discontinue such use. A letter (attached) is also mailed to the customer, advising them of same. See Attachment PSC-2.

6. How and when are customer notified that changes have been made to the plan?

Response:

Should changes be made to the plan, customers would be notified via bill message.

7. Are customers able to check the number of minutes they have used in order to determine if they will exceed the plan's limitations?

Response:

Unfortunately the company does not have the capability of providing customers with real-time usage information.

8. Explain why the utility markets, names or describes a plan as "unlimited" when limits on the plan exist.

Response:

These plans are truly unlimited for traditional voice telephone service, and provide no restrictions on the voice usage for local or long distance services. Trinsic Unlimited is designed for residential users and is not allowed for home office or business use. In addition the plan is not designed for more than casual dial-up internet usage. Those customers who use this service for internet access and are hooked up to the internet for more than 4 hours per day would be considered non-traditional residential voice users and this service is not designed for that purpose.

Similarly, Trinsic Unlimited Spectrum is designed for voice use by small businesses. Rather than monitoring the specific usage of a business customers the company takes pains to review the usage of all customers within a state to determine average usage.

9. Explain how the utility ensures that the unlimited plan is offered and the rates, terms and conditions of service are applied without discrimination as required by KRS 278.170(1).

Response:

Trinsic's unlimited plans are offered pursuant to our PUC-approved tariff. The same price is offered to customers throughout a geographic zone, as that zone has been defined by the KY PUC, and the difference in rates among the zones is attributable solely to the difference in our costs in serving customers in each zone.

10. Provide summary records of all complaints received by the utility regarding any unlimited plans offered in Kentucky since January 1, 2001. Include the date that the complaint was opened, customer class, description of complaint, description of complaint resolution, and the date that the complaint was closed.

Response:

No complaints have been received regarding any unlimited plans offered in Kentucky since January 1, 2001.

Response of Trinsic Communications, Inc. ("Trinsic")
to
Kentucky Public Service Commission Data Request dated June 22, 2005
Administrative Case No. 2005-00186
Attachment PSC-1

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service, Cont'd.

4.5.4 Trinsic Unlimited (1)

Package Price for Trinsic Unlimited

Primary Line, per month	
UNE Zones 1, 2:	\$52.99 (I)
UNE Zone 3:	\$72.99 (I)
Secondary Line, per month	
UNE Zones 1, 2:	\$28.00 (I)
UNE Zone 3:	\$48.00 (I)
New Service Connection Fee, one-time charge, per line [#]	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

This service is for use by Residential Customers for the purpose of individual-to-individual two- way residential voice applications. If the Customer uses Trinsic Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling or voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

- A. Trinsic Unlimited includes the following:
1. Unlimited toll calling. For toll calls placed away from home, see Trinsic Travel Card in the Company's Kentucky Tariff No. 4. Such travel card calls are not included in the monthly toll call allowance for Trinsic Unlimited. (T)
 2. Local line and unlimited local calling

(1) This service formerly known as Z-LineHOME Unlimited Service.

[#] Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

Issued Date: May 6, 2005

Effective Date: June 7, 2005

By: Peggy Rubino, Regional Vice President
 601 South Harbour Island Boulevard, Suite 220
 Tampa, Florida 33602

kyf0501

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service, Cont'd.

4.5.4 Trinsic Unlimited

A. Trinsic Unlimited includes the following:

3. Primary Line Custom Calling Features Package: Call Forwarding Variable Caller ID with Name, Call Waiting with Caller ID with Name, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

4. Member to Member Service.

B. Calling Features

The following Calling features are available at an additional monthly recurring charge:

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature: \$3.00

Issued Date: November 30, 2004

Effective Date: January 1, 2005

By: Peggy Rubino, Regional Vice President
601 South Harbour Island Boulevard, Suite 220
Tampa, Florida 33602

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service, Cont'd.

4.5.9 Trinsic Spectrum Unlimited ² (T)

Trinsic Spectrum Unlimited is targeted primarily at business customers as a bundled service offering. Customers receive unlimited local and long distance calling including calls completed through the Company's Personal Voice Assistant (PVA) for a flat monthly rate. The primary line also includes the following custom calling features: Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding, as well as one voice mail box¹. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service. Trinsic Spectrum Unlimited is available on up to a maximum of twelve (12) lines per location. Trinsic Communications must be selected as both the local toll and interLATA toll carrier for all of your lines at a single location and on a single billing account. PBX, PBX-like equipment, auto-dialers, dial-up online service, broadcast fax transmissions and data usage traffic are prohibited under this plan. If usage exceeds the average usage per line of all customers on the plan in the Customer's state by five times over a three (3) month period, Customer may be moved to another plan. Customers may purchase additional lines, however custom calling features and voice mail are not available with the purchase of additional lines except through Feature Packages. (T)

A. Outbound Service

Primary Line, per month	\$53.99 (I)
Additional Lines, per month:	\$43.99 (I)
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$49.99
Per Secondary Line:	\$49.99

B. Feature Packages

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding.

Monthly Rate: \$4.95

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

¹ Voice mail is not regulated by the Commission. Voice Mail on Additional Lines may be purchased separately for a monthly fee per mail box.

² This service formerly known as TrinsicBUSINESS Simplicity Service. (N)

Issued Date: May 6, 2005

Effective Date: June 7, 2005

By: Peggy Rubino, Regional Vice President
 601 South Harbour Island Boulevard, Suite 220
 Tampa, Florida 33602

kyf0501

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

4.5 Network Exchange Bundled Service, (Cont'd.)

4.5.9 Trinsic Spectrum Unlimited, (Cont'd.)¹ (T)

C. Toll Free Service

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Trinsic Spectrum Unlimited Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Spectrum Unlimited Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates. (T)

Rate per minute:	\$0.049
Monthly Recurring Charge, Per toll free access line:	\$3.00
Toll Free Service Installation: *	\$20.00
Vanity Toll Free Number Search:	\$9.99

D. Travel Card Service

Trinsic Spectrum Unlimited Travel Card Service is available to Trinsic Spectrum Unlimited Customers for calls made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments. (T)

Rate Per Minute:	\$0.049
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* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

² This service formerly known as TrinsicBUSINESS Simplicity Service. (N)

Response of Trinsic Communications, Inc. ("Trinsic")
to
Kentucky Public Service Commission Data Request dated June 22, 2005

Administrative Case No. 2005-00186

Attachment PSC-2

F-IUSN000«SEARCH»
«FIRST» «LAST»
«address»
«CITY», «STATE» «ZIP»
«barcode»

July 21, 2005

Account Number: «ACCOUNT»
Phone Number: «PHONE»

Reference: Inappropriate Use of Service Notification

Dear «FIRST1»,

Based on your recent call utilization characteristics, it appears that you are using Trinsic Unlimited service in a manner that is not consistent with the terms and conditions associated with this service, as described in the current Trinsic Communications, Inc tariff on file at your state public utility commission.

You may review a copy of this tariff at Trinsic's website, www.trinsic.com. Trinsic wants to ensure that you are fully informed that Trinsic Unlimited service is for person-to-person, residential voice service only. Please carefully review the Trinsic Appropriate Use of Service Policy on the reverse side of this letter that describes the intended use of the product and gives examples of what is not appropriate use for Trinsic Unlimited Service.

Calls made outside of the normal residential person-to-person voice only tariffs must stop immediately to ensure that your long distance service is not interrupted. If you find that your calling needs are outside of the Trinsic products tariffs, we have several other calling plans that may better meet your needs.

Failure to do so may result in interruption of your long distance service and subsequent disconnection of all services, as allowed by law. Your prompt response is required. We look forward to a quick resolution to this issue.

Thank you for your prompt attention to this matter.

Trinsic Communications, Inc.
1-888-550-9459

TRINSIC APPROPRIATE USE OF SERVICE POLICY

Trinsic's Unlimited service is intended for use as a residential voice service only. Use for any other purpose, including but not limited to small/home office or commercial use, is strictly prohibited and may result in investigation and forfeiture of service. At Trinsic's discretion, customer usage and calling patterns may be periodically reviewed to determine if there are calling patterns other than those considered usual and normal for residential customers. Trinsic may use industry standards, including but not limited to average national usage, as well as personal past calling history in the determination of usual and normal residential usage patterns. Any usage pattern that is not considered usual and normal for residential customers may be considered abuse and can result in the termination of service without notice or possibility of renewal.

Trinsic Communications reserves the right, in its sole discretion, to cancel service for violation of this policy or other terms and conditions of service at any time. By selecting the Trinsic Unlimited service plan, the customer agrees to use the service in accordance with this Appropriate Use of Service Policy and other terms and conditions of service and to indemnify and hold Trinsic Communications harmless from any claims resulting from use or misuse of its products and services.

Service and usage are subject to revisions to this Appropriate Use of Service Policy at the time such revisions are made.

Prohibited Use

The following are examples of prohibited uses of the Trinsic Unlimited service plan that may result in investigation and forfeiture of service: Trinsic does not claim that this represents an exhaustive list of all prohibited uses.

- Use for any type of commercial business
- Use for a home office
- Use for long distance Data/Internet access
- Commercial faxing, fax broadcasting, or fax blasting
- Use of Auto-Dialers or predictive dialer
- Use of phone chat rooms
- Use for call back, call sell, or debit card services
- Use for call centers or telemarketing
- Use for long distance conference bridging
- Use for legal or medical transcription
- Use for resale of service
- Any use not consistent with individual-to-individual two-way residential voice applications, or for which the service is not otherwise intended

Customers who have excessive intrastate or interstate long distance usage in one month may have their service plan evaluated for compliance with this Appropriate Use of Service Policy. Depending on the evaluation results, customers whose use constitutes, in Trinsic's sole discretion, violation of this policy, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

Response of Trinsic Communications, Inc. ("Trinsic")
to
ATTORNEY GENERAL'S DATA REQUESTS
CASE NO. 2005-00186

1. Please provide copies of all advertisements, regardless of medium, solicitations, and explanations provided to the public to introduce, explain and/or market any plan labeled or otherwise described as "unlimited." In the event that the medium used is audio or video in nature, a transcript of same *is* deemed sufficient.

Response:

All pertinent materials are attached. See Attachment AG-1.

2. Please provide a copy of any and all contracts signed by customers who have participated or are participating in a plan labeled or otherwise described as "unlimited." This request seeks only a copy of the blank contract(s), not the executed contract for every customer.

Response:

The LOA (contract) signed by customers who have participated or are participating in an unlimited plan is attached. See Attachment AG-2.

Response of Trinsic Communications, Inc. ("Trinsic")
to
ATTORNEY GENERAL'S DATA REQUESTS
CASE NO. 2005-00186

Attachment AG-1

Trinsic Business Solutions Inbound Sales Call Flow

➤ Opening: Step 1

Generic: "Thank you for calling Trinsic Business. My name is _____. How may I help you today?"

<Action- If sales call, proceed to Step 2>

<Action - If not a sales call, refer to appropriate department>

<Action – If customer specifies interest in LD product, proceed to the LD call flow Step 1>

➤ Sale Confirmation/Check Serviceability: Step 2

"I'm going to gather some quick information from you and then we'll get started."

"May I have your name please?"

"May I have the name of the Business?"

"Do you have active phone service for your business right now?"

"And you are an authorized decision maker for the phone service in the business?"

Migration: "You want to switch your current phone service to Trinsic, right?"

YES: "Great, I need to verify that you are in a serviceable area. May I have your telephone number please?"

- "Do you currently have DSL?"
- "Is it Broadband DSL or Cable Modem?"
- "May I have your Business Address?"
- "Is the business located in a commercial building, in a house or in an apartment?"
- "Does your mail come to your service address or a PO Box?"
- "How many phone lines do you currently have in your business?"

NO: "How may I help you?" Probe, discover, what is the customer's reason for calling?

New Service: "You want to establish phone service with Trinsic, right?"

YES: "Great, I need to verify that you are in a serviceable area. May I please have your service address?"

- "Is the business located in a commercial building, in a house or in an apartment?"
- "Does your mail come to your service address or a PO Box?"

Verizon West: "I am sorry, but at this time Trinsic does not offer New Phone Service in your area. We can only migrate an existing telephone number. If you would like Trinsic as your local and long distance phone service provider, you will need to contact a carrier of your choice and receive active phone service through them. After you have been activated with that company, you may call us back at which time we may be able to assist you. Thank you for calling Trinsic Business and have a nice day."

NO: "How may I help you?" Probe, discover, what is the customer's reason for calling?

If not in Trinsic Serviceable Area: "Unfortunately, at this time Trinsic does not offer local service in your area. However, we do offer a long distance service." <Action – proceed to Non-local Product call flow Step 2>

<Action- If sales call, proceed to Step 3>

➤ Credit Profile (Address and SSN Collection): Step 3

"Mr./ Ms. _____, I need to check your business credit profile, do I have your permission to do this?"

Screening Tool	Small Business Credit Report*	Personal Credit Report**
POS ID	<p>Required Check</p> <p>If no file exists, populate the Principal or Guarantor Information section with the owners name and business address and try again. If still no results are found, a personal credit profile must be performed.</p>	<p>Required Check</p> <p>If green bar (verify name and address, if address is different ask for previous address), move to verifying Network Exchange info</p> <p>If red bar with message "No Credit History Reported," - Credit Card Required.</p> <p>If red bar with any other message, deny.</p>
Screening Tool	Small Business Credit Report*	Personal Credit Report**
Network Exchange	Does not apply to Small Business Credit Report	Check SafeScan field, if SSN has been reported deceased - Deny
Internal Credit Guidelines	<p>If credit score is 1-59 with 2/more current financial references or all trade references are < 60 day delinquent, then approve</p> <p>If credit score is 60 + then approve</p>	<p>If credit score is 1-699 or Null (blank or 000's), Credit Card Required</p> <p>If credit score is 700 + then approve</p>

If No Match, Deceased or SafeScan: "Mr. Ms. _____, we regret to inform you that we are unable to open an account for you at this time. This decision is based in whole or in part on information provided us by (Equifax/TransUnion) Credit Service, Inc. You have a right to obtain a free credit report within 60 days and you have the right to dispute its content. If you wish to contact Equifax you may do so by calling (1-888-259-2983 / 1-800-888-4213). Thank you for calling Trinsic Business Customer Care." <End Call>

<Action- If sales call, proceed to Step 4>

➤ **Identify Plan: Step 4**

"Mr/Ms____, Trinsic offers a variety of different plans. To determine what plan is best for you, I'd like to ask a few questions."

Example Questions:

- What type of phone service are you looking for?
- What features do you use most?
- Do you make a lot of long distance calls?
 - 0 – 500 minutes offer Trinsic Spectrum Local Plus
 - >500 minutes offer Trinsic Spectrum Unlimited
- Do you make a lot of international calls?
- How much are you currently paying for local and long distance service?
- Are you interested in having a high speed internet connection?
 - How many users? (if 1-5 ADSL, 5-25 SDSL, >25 T-1)
- How many lines will you need?

<Action: offer appropriate package and proceed to step 5.>

➤ **Additional Services: Step 5**

LD Term rates: For Trinsic Spectrum Local Plus Product: "Trinsic also offers a discount on state-to-state calls, access card calls, 1+ Dialing, and toll free usage. By agreeing to a term of 1 or 2 years you can lower your per minute cost from \$.049 per minute to \$.045 per minute for a one year term or \$.039 per minute for a two year term. Can I sign you up for a one year term or a two year term today?"

If customer has additional lines: For Trinsic Spectrum Local Plus Product: "Now we also offer a feature pack for your additional line(s). Included in this pack you will receive Call Waiting, Caller ID, 3-Way Calling and Speed Calling. You can add these features to your additional line(s) for only **\$3.00 per feature per month plus tax (per line) (up to 3 features) or you can have all 4 features for \$9.00 per line per month.**

For Trinsic Spectrum Unlimited Product: "Now we also offer a feature pack for your additional line(s). Included in this pack you will receive Call Waiting, Caller ID, 3-Way Calling and Speed Calling. You can add these features to your additional line(s) for only **\$4.95 per line per month**.

VM Boxes: **For Trinsic Spectrum Local Plus Product:** "Trinsic also offers voicemail boxes for your convenience. A voicemail box can be setup for each person in your business. You can add a voicemail box to your line for **\$9.99 per month each additional voicemail box is \$4.95 per line per month.** (\$2.00 in NY) Can I interest you in additional voicemail boxes today?"

For Trinsic Spectrum Unlimited Product: "Your Trinsic Spectrum Unlimited includes one voicemail box. You can add additional voicemail boxes to your line for **\$4.95 per line per month.** (\$2.00 in NY) Can I interest you in additional voicemail boxes today?"

Inside Wire Maintenance: "Now we recommend you purchase our Inside Wire Maintenance plan. This plan covers the cost to repair or replace your in-house phone wiring if damage is caused by normal wear and tear. The cost of this plan is only \$5.95 per line per month. **Protection under this plan begins 30 days after enrollment.** We'll go ahead and add this to your account today, alright?"

No: "That's fine, if at any time you change your mind and would like to add the Inside Wire Maintenance Plan, just give our Customer Care department a call at 1-877-504-8067."

DSL: (Verify serviceability through Covad prior to offering) "Trinsic Business also offers high speed internet connectivity via DSL. We offer a variety of speeds so to determine which one would best suit your needs; let me ask you a few questions."

- Do you upload and download files frequently?
- How much do you rely on the web for business tasks?
- What speed connection do you currently have? (offer comparable package)

Webhosting: "Trinsic Business also offers reliable web hosting to accommodate your current and evolving business needs at highly affordable rates.

- Does your company have a website? Or branded Email, (such as johndoe@doestv.com)
- How much web traffic does your website receive each month?

Toll Free Service: "Now we also offer toll free service for **\$3.00 per line per month.** The rates for the calls will mirror the rates that you pay for long distance. Would you like to add a toll free number to your account today?"

Yes: You can also have this toll free number listed in the national toll free registry for **\$15.00 per line per month.** Would you like this number listed in the registry?

<Action- Proceed to Step 6>

➤ **Recap Pricing Plan: Step 6:**

"OK, Mr. /Ms. _____, I would like to recap the pricing plan you will be receiving with the Trinsic Spectrum _____ plan."

Migrations: We will provision your directory listing status the way you currently have it with your local provider. If your number is non-published, non-listed or has additional directory listings associated with it, there will be a **\$2.00 monthly charge for those services.**

New Service if DL is Non-pub/Non-List/Add'l Listing: You have selected a(n) _____ directory listing. There is a monthly charge of **\$2.00 for this service.**

"Based on the plan you have selected, your monthly plan rate will be _____.

If Additional Lines: You have _____ additional line(s) on your account. The cost of this/these additional line(s) is \$ _____ per month.

If selected the IWM Plan: You have requested our Inside Wire Maintenance plan, which is an additional **\$5.95 per line per month.**

If VM Boxes: You have requested _____ voicemail box(es). The cost of this/these box(es) is \$ _____ per month.

If DSL: You have selected the _____ DSL plan on your account. The cost of this package is \$ _____ per month.

If Web Hosting: You have selected our web hosting plan. The cost of this package is \$____ per month.

If Toll Free: You have selected____ Toll Free line(s) on your account. The cost of this/these additional line(s) is \$____ per month.

This brings your total monthly plan rate and additional charges to about XXXX. Charges for any International calls made will be in addition to the package price you have selected. The monthly plan rate does not include taxes, applicable regulatory fees, and the subscriber line charge, which are required by State and Federal Law.

Your first bill will also include a pro-rated monthly plan charge for the time from the date your service was activated until the day your billing period begins. This pro-rated charge will occur on your first bill only.

<Action- Proceed to Step 7>

➤ **Payment Options (If CC/ACH change Payment tab): Step 7**

Credit Card Capture: "As an added convenience, Trinsic offers automated monthly billing through most major credit cards. Which credit card will you be using today?" (Capture Card Name, Name as it appears on the card, card number, Expiration Date and CVN #)

If no on CC then ACH: "Trinsic also offers you the convenience of paying your bill directly from your checking account each month. May I have you Account Number, please?"

If no to ACH then Direct: "That's fine. I will set your account up on direct billing."

<Action- Proceed to step 8>

➤ **Close: Step 8**

Local Service Freeze:

Term Agreement: (check universal rate sheet for state availability) "Mr/Ms____, since you have selected the ____ term agreement, I will be adding a local service freeze to your account. This will prevent other companies from switching your phone service to them without your permission. No changes can be made to your service without first removing this freeze.

No Term Agreement: (check universal rate sheet for state availability) "We recommend including a local line freeze on your account which will prevent other companies from switching your phone service to them without your permission. No changes can be made to your service without first removing this freeze. There is no charge to you for this protection and you can remove it anytime by simply calling us. Does that sound good to you?"

For New Service: "Your service will begin within 15-20 business days. You can expect a call to your contact # **within 10-15 business days** with your new phone number. Now, you will be receiving a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-504-8067.** Thank you for calling Trinsic Business and have a nice day."

<Action- If no Local Service Freeze - end call>

<Action- If Local Service Freeze – Proceed to Step 9>

Migration: "Now your Service will be activated in approximately 5-7 business days. You will be receiving a welcome package with a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-504-8067.**"

<Action- Proceed to Step 9>

➤ **Third Party Verification: Step 9**

Migration: "Mr./Ms. _____, In order to begin your service, I need to transfer you to an Independent Third Party Verification Company. They are going to confirm that you want to switch your service to Trinsic Business as your local and long distance provider. You understand that you can choose separate telecommunications carriers for your local calling, intralata (instate) long distance and interlata (out of state) long distance service for each telephone number, and you have requested that Trinsic be your carrier of choice for all three services."

"Please understand that they are not affiliated with Trinsic and cannot answer any questions regarding your account or new phone service. Before I transfer you, do you have any **QUESTIONS** for me?"

"Now, when the verifier comes on the line, they will introduce themselves and then ask for my agent ID number. Please hold while I connect you, it may take a moment." (Chit Chat with the customer while on hold.)

(Verify the customer is still on the line. Get a response from the customer prior to releasing them the TPV.)

"Mr./Ms. _____, the verifier is ready to take your call. They will be asking you a few questions and it is important that you listen to each question carefully and answer with a clear response. Please hold for the Verifier and thank you for calling Trinsic Business."

LD Product – Suggested Verbiage

➤ **Check Serviceability: Step 1**

"I'm going to gather some quick information from you and then we'll get started."

"May I have your name please?"

"May I have the name of your business please?"

"And you are an authorized decision maker in your business?"

"Do you have active phone service in your business right now?"

"May I have your telephone number please?"

"May I have your business address please?"

➤ **Identify Plan: Step 2**

Verify and review the LD plan.

<Action: proceed to step 3>

➤ **Recap Pricing: Step 3**

"Based on the plan you have selected, your monthly plan rate will be \$ _____. This monthly plan rate is in addition to any per-minute charges acquired. The monthly plan rate does not include taxes and applicable regulatory fees, which are required or allowed by State and Federal Law. Because of these additional charges, the monthly plan rate you selected will not be the exact amount you pay on your bill every month. Charges for any International calls you make will be added to the package price you have selected. Please keep in mind that if your dialup Internet access is a long distance number, it will affect your bill."

➤ **Payment Options: Step 4**

Credit Card Capture: "As an added convenience, Trinsic offers automated monthly billing through most major credit cards. Which credit card will you be using today?" (Capture Card Name, Name as it appears on the card, card number, Expiration Date and CVN #)

If no on CC then ACH: "Trinsic also offers you the convenience of paying your bill directly from your checking account each month. May I have you Account Number, please?"

If no to ACH then Direct: "That's fine. I will set your account up on direct billing."

<Action – Proceed to Step 5>

➤ **Close: Step 5**

"Now your Service should be activated within 5 business days. You will be receiving a detailed description of your _____ service within the next few days. If you do not receive this, or if you have any questions regarding your service, do not hesitate to **give our Customer Care Department a call at 1-877-504-8067.**"

<Action –proceed to Step 6>

➤ **Third Party Verification (Required only for Trinsic Spectrum Long Distance Plan): Step 6**

"Mr./Ms. _____, in order to begin your service, I need to transfer you to an Independent Third Party Verification Company. They are going to confirm that you want to switch your long distance provider to Trinsic. You understand that you can choose separate telecommunications carriers for your intralata long distance and interlata long distance service for each telephone number, and you have requested that Trinsic be your carrier of choice for Long Distance service."

"Please understand that they are not affiliated with Trinsic and cannot answer any questions regarding your account or new phone service. Before I transfer you, do you have any QUESTIONS for me?"

"Now, when the verifier comes on the line, they will introduce themselves and then ask for my agent ID number. Please hold while I connect you, it may take a moment." (Chit Chat with the customer while on hold.)

Agreement

This agreement ("Agreement") provides you with guidelines for using Trinsic's local, intrastate, interstate and international long distance Services. This Agreement governs the relationship between you and Trinsic and explains your respective legal rights concerning all aspects of our relationship. A full and complete version of this document is available on www.gettrinsic.com. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

By subscribing to and using our Services, you agree to abide by the terms and conditions of this Agreement. If you are an existing customer, your continued use of or subscription to our Services represents your acceptance of these terms and conditions of service. If you do not agree to the terms and conditions set forth in this Agreement, please contact us prior to using our Services or as soon as possible thereafter, and cancel your subscription by notifying us at our toll-free Customer Care number, 1-877-9TRINSIC (1-877-987-4674). Trinsic will terminate your ability to make calls using our Service; however, you must make arrangements to switch to a new telecommunications provider for continued local and long distance service.

You may cancel Service at any time without incurring early termination fees. Customers who do not agree to the terms and conditions set forth in this Agreement must contact us to discuss termination options.

Trinsic is committed to protecting your rights as a customer. If you have any questions about any of the following information, please call our Customer Care line at 1-877-9TRINSIC (1-877-987-4674).

TERM

The term of this Agreement for each Service depends on the Service feature or promotion you select as it is described in a separate Trinsic Service Plan description, in feature or supporting materials, or a Trinsic Price List and/or a Trinsic Member Service Guide. All of these publications are a part of this Agreement. The term of this Agreement for your Service begins on the date you subscribe to the Service. This Agreement will continue on a month-to-month basis until terminated by either you or us.

ASSIGNMENT

We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior consent.

ENTIRE AGREEMENT

This Agreement, together with any other documents directly or indirectly made a part of this Agreement, represents the entire Agreement between you and us, which may only be amended as described herein. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers.

SEVERABILITY

If any term of this Agreement (including without limitation a Service Plan issued hereunder) is determined by a federal or state court or other body of competent jurisdiction to be unenforceable, then such term will be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement will remain in full force and effect.

GOVERNING LAWS

This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state where Service is provided. Where our Service terms and conditions are regulated by a state agency or the Federal Communications Commission, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations, this Agreement shall survive and be deemed amended as necessary to conform to such regulations.

OTHER COMPANY SERVICES

You may receive special promotions or discounts on other Services offered by Company in connection with the purchase of certain Services. These promotions or discounts may terminate upon termination of this Agreement.

CAPACITY

You represent that you are legally competent to enter into this Agreement, that you are over 18 years old, and that you are not aware of any disability that would prevent you from entering into this Agreement.

WAIVER OF CLAIMS

If we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right.

CHANGES TO THIS AGREEMENT

We may amend this Agreement, including provisions regarding the use of our Services, products, equipment, or Service Plans, charges and prices. We may amend this Agreement in a way that adversely affects your rights or raises the price of the Service(s) you buy from us upon advance notice by informing you of that by providing written notice of a change. If you do not agree to the amendment, you may terminate the Agreement by giving us notice within 20 days of the date we notify you, and you will not be charged any early cancellation fee. You have the option to change your Service or features at any time by notifying us, and you may take advantage of those of our promotions for which you qualify, provided that you comply with any requirements of the change or the promotion, including, where applicable, extending the term of this Agreement. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. Nonsubstantive changes (those that do not affect the terms or conditions of Service, for example, the correction of typographical errors) and changes that do not adversely affect you may be made by us without notice to you.

HOW TO GIVE NOTICE TO US

The notice given under this Agreement must be delivered by hand or prepaid post at the address shown below:

Trinsic Communications, Inc.
P.O. Box 10751
Atmore, AL 36504-5751

If you do not agree with the terms and conditions set forth in this Agreement or any amendment, please contact us prior to using your Service and cancel your subscription by notifying us at our toll-free Customer Care number, 1-877-9TRINSIC (1-877-987-4674).

If we change our address, we will notify you on your bill or by other written and/or electronic means. Written notice to us will be effective when directed to our Customer Care Department and received by us. Your notice must specify your account number(s) and telephone number(s). Verbal notices will be deemed effective on the date reflected in our records.

HOW WE GIVE NOTICE TO YOU

Written notices to you will be considered to have been received by you 3 days following the date deposited in the U.S. Mail addressed to your address as reflected in our files or immediately if we notify you by an electronic means such as email or short messaging service. You are responsible for notifying us of any change in your address.

Definitions

As used in this Agreement, the following words have these respective meanings:

"Agreement" means this Agreement between you, the customer, and Trinsic.

"Customer" or "you" means the person subscribing to our Services and with whom we have entered into this Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account.

"Trinsic" or "Company" means Trinsic Communications, Inc. and its successors and assigns. "Trinsic" is also referred to in this Agreement as "us," "our" and "we."

"Parties" means Trinsic Communications, Inc. and you.

"Service" or "Services" means the telecommunications Service we provide to you, including local, intrastate, interstate, and international long distance voice or fax/data telephone calls, additional features and other Services that we may offer at any time in the future.

"Service Plan" means any rate plan, written description or supporting material, including the Trinsic welcome package, describing the terms and conditions of Trinsic providing a Service and/or rate plan.

"Subscribe" means the point at which you are able to utilize Trinsic Service.

Initiating Service

CREDIT AND DEPOSIT INFORMATION

You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy.

Eligibility of telephone service is based in part upon the applicant's credit score, where allowed by law. If an applicant for residential telephone service has been divorced within 12 months preceding the application for service, Trinsic will apply the creditworthiness established during the last 12 months of shared service prior to the divorce equally to both spouses.

Trinsic does not currently require deposits; however, we reserve the right to do so in the future.

Service

RATES

Your Service rates and other charges and conditions are described in your Service Plan, which is a part of this Agreement. Service Plan information is maintained at www.gettrinsic.com and in Trinsic's public reference documents, which are available for inspection at Trinsic's headquarters in Tampa, Florida. The rates, charges and descriptions for your particular service may also be found in your personal welcome package. We may change your Service Plan in accordance with section VIII ("Changes to this Agreement"). If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable Service Plan for which you are eligible. We may change the prices or add new products with prices, or we may delete products or prices. The appropriate charges for your purchase will be billed to you on your bill. Usage charges for service are based upon the total time that you use Trinsic Services, subject to applicable billing increments and any additional charges which may apply. Usage begins when the called party picks up the receiver, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the service connection. Each call

completed will have an initial minimum charge of at least one minute, unless a lesser billing increment is specified in the Rate Plan, and any time beyond that minimum will be billed in additional one minute increments, rounded up to the next whole minute, unless a lesser billing increment is specified in the Rate Plan. Billing increments are determined by Trinsic. In addition, if the call charges include a fraction of a cent, the fraction is rounded up to the next whole cent.

AVAILABILITY & INTERRUPTION OF SERVICE

We do not warrant or represent that the Service will operate without interruption or that it will operate continuously. The Service we offer is subject to necessary facilities and equipment being available from other carriers.

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

If we must interrupt your Service for any of these reasons, we will endeavor, using reasonable means, to restore it as quickly as the underlying matter is resolved without any promise as to when we will be able to restore service; however, we do reserve the right to disconnect or limit Service when it is necessary or when we must comply with laws or regulations or if you are using the Service in violation of any provisions of this Agreement or the law in our sole discretion. Service is subject to transmission limitation or interruption caused by weather, terrain, obstructions such as trees or buildings, and other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications or to combat potential fraud.

Interruption may also result from nonpayment of charges by you. We may choose to block calls to certain numbers if in our sole discretion, we are experiencing excessive billing, collection or fraud problems with calls to those numbers. If

Service is interrupted for at least 24 hours and neither you nor someone you authorized to use the Service helped cause the interruption, a credit not to exceed the amount of our service charges during the affected period will be made to your account for the time Service was interrupted, if you request it. If based on our records and your documentation we determine that you are entitled to a credit, the credit will be provided on a subsequent bill. If you elect to use another means of communications during the period of interruption, you must pay the charges for the alternative service used.

USE OF SERVICE

You agree not to use the Service for any unlawful or abusive purpose or in any way that damages our property or interferes with or disrupts our system or other users or that is in any way unlawful, fraudulent or abusive. You must comply with all laws while using the Service and you must not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive or injurious to the recipient. You are responsible for all content you transmit while using the Service. Resale of Service is prohibited without our prior written and your attainment of any required regulatory approvals. You may not install any amplifiers, enhancers, repeaters or other devices which modify, disrupt or interfere in any way with the radio frequency utilized by us to provide Service. You have no ownership rights to and you may not transfer or duplicate any assigned telephone number that may be provisioned by us to be used with any Service. As allowed by law, you agree we may change any such telephone number at any time with or without prior notice to you, and we may add or delete coverage without providing notice to you. Some services may not be available or may operate differently in selected markets or jurisdictions.

We may assume that any person able to provide your name, address, the last four digits of your social security number, and/or information about you which is not publicly available is authorized by you to receive information about and make changes to your account, including adding new Services.

UNAUTHORIZED USAGE

If your Service is fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges made to your account. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide

reasonable cooperation will result in your liability for all fraudulent usage.

Trinsic Unlimited plans are intended for person-to-person residential voice use only. Examples of prohibited uses are, but are not limited to, commercial facsimile, resale, conference bridge calling, chat lines, telemarketing, dial-up internet connections, medical transcription, autodialing, or voice chat line services, or home office use. If it is determined that use is not consistent with residential voice applications, we may block your long distance, request that you utilize another Trinsic Service, or disconnect your Service.

Billing and Payment

BILL PAYMENT

You are responsible for paying all charges to your account, including but not limited to: long distance, airtime, access, features, data usage, directory and operator assistance charges, monthly recurring charges, and any taxes, surcharges, fees, assessments, or recoveries determined by us to be imposed on you or us as a result of use of the Service on your account or the purchase of goods. If you subscribe to or activate Service on behalf of another but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the billing period in which service was furnished will be calculated pro rata based on the actual number of days in the billing period. The date that payment is due is shown on each monthly billing statement. If the due date shown on your bill is a holiday or weekend, your payment is due on the next business day following the holiday or weekend. If payment is not received in full by the due date shown on your bill, Trinsic may assess a late charge of up to 3%, or the maximum allowed by law in your state. If you cannot pay any part of your bill by the due date, please call our Customer Care line. You may request alternative payment arrangements in the case of short term problems beyond your control. Payment by check authorizes us to clear your check electronically. This electronic transaction will appear on your bank statement, although your check will

not be presented to your financial institution or returned to you. If your payment must be re-presented due to insufficient funds, the charge for re-presentation may also occur electronically. Payment by check constitutes acceptance of these terms.

Agency Fees: If your account is turned over to an outside collection agency or attorney for collection, you will be assessed additional fees by the agency based on the following schedule:

Months from Date Service was Terminated	Fee
0-9 months	Additional 25% of Past Due Balance
10-18 months	Additional 35% of Past Due Balance
Greater than 18 months	Additional 45% of Past Due Balance

All court costs and attorney's fees are the customer's responsibility.

All payments should be mailed to:
Trinsic
P.O. Box 17286
Baltimore, MD 21297-1286

TAXES AND OTHER CHARGES

You must pay all taxes, fees, surcharges, and other charges that we bill you for the Services, unless you can show documentation satisfactory to us that you are exempt. Taxes and surcharges will be in the amounts that federal, state, and local authorities require or allow us to bill you. We will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. Descriptions of some taxes, fees, surcharges, and other charges are found in Trinsic's Interstate and International Product and Services Guide, Trinsic's tariffs, and in Trinsic's About Your Bill brochure. These documents can be viewed at www.gettrinsic.com.

BILLING ADJUSTMENTS

If it is determined that you were overcharged for services, or billed for wrong numbers dialed, appropriate credits shall be made to your account. If it is determined that you were undercharged for services, or that we failed to bill for service, you may be backbilled for the amount that was underbilled. Service may be disconnected if you fail to pay charges arising from an underbilling.

DISPUTE RESOLUTION

If you have questions or concerns about your bill from Trinsic, please call our toll-free Customer Care line. We will investigate and let you know the results of our investigation within 21 days. If you are not satisfied with the results, you may request a review by a Trinsic supervisor. If you still are not satisfied, you may contact the public utility or service commission in your state.

We will not disconnect your service for failure to pay any disputed charges until we have determined that the charges are accurate. If you file a complaint with the Public Utility or Service Commission about your bill, we will not suspend or disconnect basic local telecommunications service for nonpayment of the disputed charge. However, you are obligated to pay any undisputed portion of your bill in a timely manner.

DESIGNATION OF THIRD PARTY TO RECEIVE NOTICES

Residential customers are permitted to designate a third party to receive all notifications relating to suspension and/or termination of service, or other credit notices sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer.

CREDIT CARD & SERVICE RESTRICTIONS

If you choose to pay by credit card, you agree to the rules governing that payment option, including applicable limits on the amount of Service that may be used before making a payment. No additional notice or consent is required before we invoice your credit card or debit the account for all amounts due to us. We will notify you of any limits that we impose. If such limits are placed on your account, you may be required to pay for Service with a valid major credit card. You also agree to indemnify us for any claims or expenses resulting from your providing a debit card instead of a credit card. We may change the rules governing this payment option, or we may stop offering this option any time upon notice to you.

Disconnection or Suspension of Service

DEFAULT/TERMINATION

If you miss a payment, we may assess a late payment charge, but we will not suspend the Services or end this Agreement sooner than is allowed by law. Basic local service will not be suspended or disconnected for nonpayment of non-basic charges. We may require reactivation charges to renew Service after suspension or disconnection. If you breach any representation to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges that you owe under this Agreement. You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs we incur in enforcing this Agreement through any appeal.

CANCELLATION

At any time after your Service has been activated, you may cancel Service with Trinsic without incurring early termination fees, but you will be responsible for installation charges, usage fees, taxes and other fees related to the use of our Service. If you request cancellation before the switch is complete, Trinsic may not be able to stop the switch, and you may be switched over even after you have called to cancel. If you cancel your Service within the first 90 days, and you subscribed under a promotion whereby you were to receive some credits on your account, those credits may be forfeited.

MEDICAL NECESSITY

Under certain circumstances, suspension or disconnection of local exchange service may be postponed to any residence where a seriously or chronically ill person resides. Certification must be provided by a licensed physician, physician's assistant, osteopathic physician, osteopathic physician's assistant, certified nurse practitioner, or other health official, and must state the type of illness and that discontinuance of service might endanger that person's health or life.

Privacy

PRIVACY ON YOUR PHONE

Selective Blocking (*67) prevents your name and telephone number from being displayed on Caller ID devices, one call at a time. However, this will NOT prevent your telephone number from displaying on calls placed to 800/877/888, 700/900/976 numbers, or on calls placed to 911 emergency services.

PRIVACY POLICY

We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.

It is Trinsic's policy not to sell or rent its personally identifiable customer information to unaffiliated companies or organizations. In the future, should Trinsic decide to sell or rent such information to those entities, we will provide notification and the opportunity for our customers to indicate that they would prefer Trinsic not sell or rent such information about them to such third parties. Such notice may be provided by amending the Agreement or any other comparably effective means.

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI")

To inform you of other Company-affiliated products and services that may interest you, Trinsic may wish to access information related to your account(s), particularly information known as CPNI. Information constituting CPNI includes the kinds of services you have, how you use them and how they are billed. Federal law restricts the use of CPNI for purposes other than providing service, without the customer's approval.

If you do not want the Trinsic to access and use your CPNI (except as otherwise permitted by law) please contact us. Until you notify us otherwise, Trinsic will understand you to have approved its internal use of your CPNI for purposes reasonably related to its offering or provisioning other products and services to you. This consent survives the termination of your Service and is valid until you remove it. A denial of permission would not affect the provision of any service to which you are subscribing nor would there be any

charge to you for such denial. Denial would not restrict Trinsic from contacting you for marketing purposes but may limit Trinsic's ability to tailor product offerings to your needs. If you contact Trinsic to inquire about a certain product or service, Trinsic will have the ability to access your CPNI to inform you about those products and services.

To remove this consent now or at any time, notify us in writing at the address designated in this Agreement or call us at 1-877-9TRINSIC (1-877-987-4674), providing your (1) name, (2) home address, (3) home telephone number including area code, (4) service billing address, and (5) service account number.

Limitations on Liability

GENERALLY

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this section may not apply to you.

We are not liable for acts or omissions of another service provider, for information, third party services, or goods provided or obtained through equipment, equipment failure or modification, or causes beyond our control unless caused by our gross negligence. Except as otherwise provided herein, we are not liable for service outages or for service limitations or interruptions. Our liability and the liability of any underlying carrier for any failure or mistake will in no event exceed our service charges during the affected period. We are not liable for any incidental, punitive or consequential damages such as lost profits. We are not liable for (i) economic loss or injuries to persons or property arising from use of the service, or any equipment used unless caused by our gross negligence, or (ii) the installation or repair of the equipment by anyone who is not our employee. We are not liable for any act associated with the proper exercise of rights under the privacy and/or unauthorized usage provisions of this agreement. In no event shall we be liable for special, indirect, consequential or incidental damages, including but not limited to lost profits and lost savings, arising out of, resulting from, or in any way related to the services and facilities furnished by company, even if we have been advised of the possibility of such damages. This paragraph will survive termination of this agreement. We are not an operator service provider and as such do not handle emergency calls. We are not liable in any

way for any call to any emergency provider or the failure to connect to such provider or any action that occurs or fails to occur as a result.

INDEMNIFICATION

You agree to defend, indemnify, and hold us, our affiliates and agents and any other service provider, harmless from claims or damages relating to this agreement or our promises or statements made in it and use of the equipment or service. Unless due to our gross negligence. You also agree to pay our reasonable attorneys' and expert witness' fees and costs incurred in enforcing this agreement through appeal, except as otherwise provided in this agreement. It is your responsibility to conform to all laws or regulations governing your use of our services and you will indemnify us from claims arising from any such use whether lawful or not. This paragraph will survive termination of this agreement.

NO WARRANTIES

We make no express warranty regarding the service or equipment and disclaim any implied warranty, including any warranty of merchantability or fitness for a particular purpose. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. We are not the manufacturer of equipment and any statement regarding it should not be interpreted as a warranty. This paragraph will survive termination of this agreement.

FORCE MAJEURE - MATTERS BEYOND OUR REASONABLE CONTROL

If we cannot do what we have promised in this Agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, or other Acts of God, fire or explosion, civil disorder, war or military operations, national or local emergency, anything done by any government or other competent authority or labor difficulties of any kind, (including those involving our employees) or acts or omissions of our vendors, we will not be liable for this. However, we will refund one day's average Service fee to you for any day, or part day, that there is a failure of the Service because of something beyond our reasonable control.

EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Trinsic is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, locale or use of any equipment and facilities furnishing this service.

Neither is Trinsic responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by Trinsic, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Customer, the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to our service, the Customer acknowledges and agrees with the release of information as described above.

General

DISCRIMINATION POLICY

Trinsic's services are provided without discrimination as to a customer's race, color, sex, nationality, religion, marital status, change in marital status, physical handicap, medical condition, occupation income level, source of income, or from unreasonable discrimination on the basis of geographic location.

SERVICE PROBLEMS

If you have any problems with your service, please call Trinsic toll-free at 1-877-9TRINSIC (1-877-987-4674).

Customer Repair is available 24 hours a day, seven days a week. All other Customer Care departments are available from 6:00 a.m. to 9:00 p.m., Central time, Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday.

CUSTOMER SERVICE AND BILLING INQUIRIES

Trinsic
P.O. Box 10751
Atmore, AL 36504-5751

Toll Free 1-877-9TRINSIC (1-877-987-4674)

Email available within www.gettrinsic.com.

Web site www.gettrinsic.com

Further information is located in the customer information pages in the front of your local telephone directory. This Agreement is available at www.gettrinsic.com, or by calling Customer Care at 1-877-9TRINSIC (1-877-987-4674).

Trinsic Inbound Sales Call Flow

➤ Opening: Step 1

Generic: "Thank you for calling Trinsic. My name is _____. I see you are calling in on the _____ line. How may I help you today?"

<Action- If sales call, proceed to Step 2>

<Action - If not a sales call, refer to appropriate department>

<Action – If customer specifies interest in a non-local product, proceed to Non-Local Products call flow Step 1>

Referral Line: "Thank you for calling Trinsic. My name is _____. I see you are calling on the referral line and I'm showing the number of the person who referred you as _____, is this correct?"

<Action- Proceed to Step 2>

➤ Check Serviceability: Step 2

"I'm going to gather some quick information from you and then we'll get started."

"May I have your name please?"

"Do you have active phone service in your home right now?"

"And you are an authorized decision maker for the phone service in your home?"

Migration: "I need to verify that you are in a serviceable area. May I have your telephone number, starting with area code first please?" <If in serviceable area, proceed to Step 3>

New Service: "I need to verify that you are in a serviceable area. May I please have your home address?" <If in serviceable area, proceed to Step 3>

Verizon West: "I am sorry, but at this time Trinsic does not offer New Phone Service in your area. We can only switch an existing telephone number. If you would like Trinsic as your local and long distance phone service provider, you will need to contact a carrier of your choice and receive active phone service through them. After you have been activated with that company, you may call us back at which time we may be able to assist you. Thank you for calling Trinsic and have a nice day."

If not in Trinsic Serviceable Area: "Unfortunately, at this time Trinsic does not offer local service in your area. However, we have a couple different LD services that may benefit you as well as a toll free service. Let me tell you about them." <Action – proceed to Non-local Products call flow Step 2b>

➤ Sale Confirmation: Step 3

Migration: "You want to switch your current phone service to Trinsic, right?"

YES: "Great, let me ask you a few questions."

- "Do you currently have DSL?"
- "May I please have your address?"
- "Is this a house or apartment?"
- "Does your mail come to your home address or a PO Box?"
- "How many phone lines do you currently have in your home?"
- "Do you have an email address?"

NO: "How may I help you?" Probe, discover, what is the customer's reason for calling?

New Service: "You want to establish phone service with Trinsic, right? Let me ask you a few questions."

- "Is this a house or apartment?"
- "Does your mail come to your home address or a PO Box?"

Lifeline California: "California regulation requires that I inform you that Trinsic offers Lifeline service, which is subsidized local-only telephone service for low-income residential customers. Trinsic also offers a variety of other plans, we'll go over them in just a moment."

Stand Alone Colorado: "Mr/Ms ____, our services range from a basic local service at \$14.74 to unlimited plans including enhanced features. Trinsic also offers a variety of other plans, we'll go over them in just a moment."

<Action- Proceed to Step 4>

➤ **Credit Profile (Address and SSN Collection): Step 4**

"Mr./ Ms. _____, I need to check your credit profile, do I have your permission to do this?"

Screening Tool	Migration and New Service Orders
POS ID	Required Check If green bar (verify name and address, if address is different ask for previous address), move to verifying Network Exchange info If red bar with message "No Credit History Reported," Go to TransUnion. If still No Match in TransUnion then APO. If red bar, Go to TransUnion, If still no match in TransUnion then Deny.
Network Exchange	**Check SafeScan field, follow action based on message If any unpaid record(s) >\$25.00 exist (other than Trinsic) within the last 6 months, \$70 APO Required. If Trinsic, take payment and proceed. If caller is unable to make payment, DENY
Internal Credit Guidelines	Migration & New Service All states except OH: If credit score is 1-599 or Null (blank or 000's), \$70 APO required OH: If credit score is 1-599 or Null (blank or 000's), offer OH Stand Alone special product, no APO required. If credit score is 600 + then approve

Migration APO, or Unpaid Balance on Network Exchange >\$25 in past 6 months: "In order to process your order today, we will need a \$70.00 payment. This payment will be reflected as a credit on your first month's bill. I'd be glad to take that payment today by credit card, which card will you be using?" (APO is required and must be paid up front regardless of the state, except for the OH Stand Alone offering.)

No Credit Card: "Trinsic also accepts payments from a checking account. May I have your Account Number, please?" (If no checking move to WU/MG/POM.)

New Service (Except MA): There is a one-time, non-refundable installation fee of \$____. This fee covers installation costs of establishing new service. As a convenience to you, this fee will be broken up into 3 equal charges that will be applied to your first three invoices.

APO, or Unpaid Balance on Network Exchange >\$25 in past 6 months: "In order to process your order today, I do need to collect the first installment of \$____ along with a \$70.00 advanced payment. These amounts will be reflected as credits on your first month's invoice. I'd be glad to take that payment today by credit card, which card will you be using?" (APO is required and must be paid up front regardless of the state, except for the OH Stand Alone offering. Refer to rate sheet for 1st installment price.)

No Credit Card: "Trinsic also accepts payments from a checking account. May I have your Account Number, please?" (If no checking move to WU/MG/POM.)

If customer refuses CC or ACH: "Mr/Ms ____, since you do not have a credit card that you can use today, we do have other options. But I need for you to remember that until this payment is received we will not be able to process your order. So, just to confirm, you are unable to make this payment today?"

No: "The sooner you can get us this payment, the sooner you will be able to get our services. Now, you will need to go to Western Union, Money Gram, or Pay-O-Matic and make your payment as soon as possible. Which location will you be using to make your payment? In order to start your services you will need to take the payment along with some important information to _____. Do you have a pen so that I can give you the information you will need to include with your payment?" (be sure to include payment option in COMX notes)

- **Money Gram**
 - Trinsic Receive Code (All Locations): 2724
 - Customer Account Number
- **Western Union**
 - Code City: WUZTEL
 - Code State: AL
 - Customer Account Number
- **Pay-O-Matic:**
 - Customer Account Number

If customer refuses APO: "Mr/Ms. _____, I am unable to process your order today without taking the \$70.00 payment. This decision is based in whole or in part on information provided us by (Equifax/TransUnion) Credit Service, Inc. You have a right to obtain a free credit report within 60 days and you have the right to dispute its content. If you wish to contact (Equifax/TransUnion) you may do so by calling (Equifax: 1-888-259-2983 / TransUnion: 1-800-888-4213).

If No Match, Deceased or SafeScan/Hawk Alert: “Mr. Ms. _____, we regret to inform you that we are unable to open an account for you at this time. This decision is based in whole or in part on information provided us by (Equifax/TransUnion) Credit Service, Inc. You have a right to obtain a free credit report within 60 days and you have the right to dispute its content. If you wish to contact Equifax you may do so by calling (1-888-259-2983 / 1-800-888-4213). Thank you for calling Trinsic Customer Care.” <End Call>

➤ **Identify Plan: Step 5**

“Mr/Ms _____, Trinsic offers a variety of different plans. To determine what plan is best for you, I'd like to ask a few questions.”

Example Questions:

- What type of phone service are you looking for?
- What features do you use most?
- Do you make a lot of long distance calls?
- How much are you currently paying for local and long distance service?

<Action: offer appropriate package and proceed to step 6.>

➤ **Additional Services: Step 6**

If customer has additional lines: “Now we also offer a feature pack for your additional line(s). Included in this pack you will receive Call Waiting, Caller ID, 3-Way Calling and Speed Calling. You can add these features to your additional line(s) for only \$ _____ per month (per line). Would you like me to add this for you?”

Add'l VM Boxes: “Trinsic also offers additional voicemail boxes for your convenience. An additional voicemail box can be setup for each member of your household. You can add up to 4 additional boxes for only \$4.95 per month. Can I interest you in additional voicemail boxes today?”

Inside Wire Maintenance: “We recommend you purchase our Inside Wire Maintenance plan. This plan covers the cost to repair or replace your in-house phone wiring if damage is caused by normal wear and tear. The cost of this plan is only \$4.95 per month. **Protection under this plan begins 30 days after enrollment.** We'll go ahead and add this to your account today, alright?”

No: “That's fine, if at any time you change your mind and would like to add the Inside Wire Maintenance Plan, just give our Customer Care department a call at 1-877-9TRINSIC (877-987-4674).”

World Advantage: “We currently offer a World Advantage plan, with this plan you will receive discounted rates on average of 35% to 45 countries. The cost of the plan is only .95 cents a month. Again, you will receive discounted rates to 45 countries with an average savings of 35%. Could you use a discounted rate on your international calls?”

Toll Free: *(When presenting Toll Free it's important to use examples that tie the prospect/customers situation into the benefit of the service. Handy examples include; Kids away from home such as college, if the customer is away from home and needs to call home, spouse/child away from home often such as a job that involves a lot of travel - truck driver, delivery person, mailperson, etc.)*

Existing customer (just signed up): We also offer a low rate on Toll Free service. The advantage of having a toll free number is...(use examples)...the plan includes 60 minutes of domestic calling and as I said since you are signing up with Trinsic for local you will receive the toll free service for only \$4.95 month.

“OK, I have almost completed your order; you'll be enjoying all these great features in no time!”

<Action- Proceed to Step 7>

➤ **Recap Pricing Plan: Step 7:**

“OK, Mr./Ms. _____, I would like to recap the pricing plan you will be receiving with the Trinsic _____ plan.”

All Migrations: “We will provision your directory listing status the way you currently have it with your local provider. If your number is non-published, non-listed or has additional directory listings associated with it, there will be a minimal monthly charge for those services.” (see chart below for exact charges if customer has questions)

New Service if DL is Non-pub/Non-List/Add'l Listing: "You have selected a(n) ____ directory listing. There is a monthly charge of \$ ____ for this service."

State	Non-Pub	Non-List	Add'l Listing
South Carolina	\$2.00 / mo.	\$1.60 / mo.	\$2.00 / mo.
Virginia	\$1.71 / mo.	\$1.06 / mo.	\$1.12 / mo.
All Other States	\$2.00 / mo.	\$2.00 / mo.	\$2.00 / mo.

"Based on the plan you have selected, your monthly plan rate will be _____."

If Additional Lines: You have ____ additional line(s) on your account. The cost of this/these additional line(s) is \$ ____ per month.

If selected the IWM Plan: You have requested our Inside Wire Maintenance plan, which is an additional \$4.95 per month.

If Additional VM Boxes: You have requested ____ additional voicemail box(es). The cost of this/these additional box(es) is \$ ____ per month.

If World Advantage Plan: You have added our World Advantage international calling plan to your service which is an additional \$0.95 per month.

If Toll Free: You have added a toll-free number to your service, which is an additional \$4.95 per month.

This brings your total monthly plan rate and additional charges to about XXXX. Charges for any International calls made will be in addition to the package price you have selected. The monthly plan rate does not include taxes, applicable regulatory fees, and the subscriber line charge, which are required by State and Federal Law. These additional charges should be about XXXX (Refer to Estimated Taxes).

Your first bill will also include a pro-rated monthly plan charge for the time from the date your service was activated until the day your billing period begins. This charge should be about _____.

Migration Fee (All States): You will also see a \$4.95 migration fee on your first invoice. This charge covers the cost of switching your service to Trinsic.

If customer gets upset or pushes back on us charging a fee: I'm so confident in the services that we will provide you that I'm going to waive the fee for you today.

Please remember, this/these charge(s) will occur on your first bill only. This brings your total first month's bill to approximately _____."

For Unlimited Plan: "It is Trinsic's policy to let you know that Trinsic Unlimited is intended for person to person, residential voice service only."

For 1000, Value & Options Plan: "Keep in mind that dialup Internet access may count against your long distance minutes, depending on which type of number you are using for access, and this may also affect your bill. This price does not include any Long Distance calling over the amount included in the package."

<Action- Proceed to Step 8>

➤ **Payment Options (If CC/ACH change Payment tab): Step 8**

Credit Card Capture: "As an added convenience, Trinsic offers automated monthly billing through most major credit cards. Which credit card will you be using today?" (Capture Card Name, Name as it appears on the card, card number, Expiration Date and CVN #)

If no on CC then ACH: "Trinsic also offers you the convenience of paying your bill directly from your checking account each month. May I have you Account Number, please?"

If no to ACH then Direct: "That's fine. I will set your account up on direct billing."

Invoice Option: "Mr/Ms _____, Trinsic also offers you the convenience of an electronic invoice we call EZ-Bill. EZ-Bill allows you to receive a monthly invoice notification via email, rather than a paper invoice. Is this something I can interest you in today?"

Yes/No: "Ok, I have set your account up for (CC/ACH/Direct) billing. You will receive a(n) (electronic/paper) invoice each month."

<Action- If 1000/Value/Options proceed to Step 9. If Unlimited, proceed to Step 10>

➤ **Member to Member: Step 9 (Do not read if Unlimited plan is selected)**

“As a valued Trinsic member, you will receive our Member-to-member long distance calling feature, FREE. This feature will allow you to make unlimited long distance calls, **from home**, to any other Trinsic member anywhere in the US. **So, calls that used to be long distance, could now be FREE!** This means that long distance calls to your family and friends will be free if they are Trinsic members. You can definitely see how that will save you money, right?” <Action – Proceed to Step 10>

➤ **Referral Capture: Step 10**

For Agent Sales: “Now if there is anyone you would like to refer who may be interested in becoming a Trinsic member, you can contact the Representative who signed you up for Trinsic service. Simply give them the name and number of the friend you are referring, and your Representative will provide them with the same great Trinsic service.”

For All Others: As an added benefit, Trinsic does have a referral program. For every person you refer who signs up with Trinsic, and stays on the service for 30 days, you will receive a one-time credit to your bill. Also, the person you referred will also receive a one-time credit to their bill. The amount of the credit received will depend on the plan the person you referred signs up for.

The number of credits you can receive is unlimited, so the more referrals who sign up, the more credits you’ll receive. If you know of anyone who may be interested in service from Trinsic, I would be glad to take their names and numbers so that I can contact them for you and INVITE them to become Trinsic customers.”

If they wish to supply referrals now: Capture referral information to include Name, Phone Number, Address and Email Address.

If they do not wish to supply referrals now: “Should you wish to make any referrals in the future, you may do so by calling our customer care department at 1-877-275 9835. Or have your friends and family call us at 1-866-983-5463. Be sure to have them mention YOUR name and number when they call to sign up.”

<Action – Proceed to Step 11>

➤ **Close: Step 11**

Local Service Freeze: “With your permission, I’m now going place a local line freeze on your account, which will prevent other companies from switching your phone service over without your authorization. This voluntary protection ensures no changes can be made to your Trinsic service unless you first request that the freeze be removed. The local line freeze is absolutely free of charge, and I can set it up for you right now. If you later decide you no longer want one, just call Customer Care to cancel. Does that sound good? [Wait for affirmative response from customer]”

WU/MG/PM APO Payment: “Once your APO payment has been received and is posted to your account your services should be activated within 7-10 business days.

New Service No Phone #: You can expect a call to your contact # with your new phone number.

New Service NID Info: Our technician will have to have access to the network interface device also called a NID box to activate your service; do you know if this is located on the interior or exterior of your home and if it will be accessible to our technician? (Refer to ***If customer doesn’t know what a NID box is*** below if needed.)

You will be receiving a welcome package with a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-9TRINSIC (877-987-4674).**”

New Service:

No Phone Number Retrieved (Saved as Quote): “Your service will begin within 18-20 business days. You can expect a call to your contact # **within 10-15 business days** with your new phone number. Now, you will be receiving a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-9TRINSIC (877-987-4674).**”

Phone Number Retrieved: “**Your New Phone Number should be _____.** Your Service will be activated on or about (**Due Date Retrieved in COMX**). Our technician will have to have access to the network interface device also called a NID box to activate your service; do you know if this is located on the interior or exterior of your home and if it will be accessible to our technician?”

If customer doesn’t know what a NID box is: The NID is where the outside phone line and the inside phone wiring connect. It is usually a gray box about 5" by 7" and is usually located on the outside wall of your home or garage

near the electric meter. (Note: In some homes the NID may be located in the basement or attic. Apartment interfaces are usually located inside the apartment (customers may want to check with apartment management).

If Yes: Great. (move on with script)

If No: "Someone will have to be home on (Due Date Retrieved in COMX) to give our technician access to this box." (move on with script)

If Not Sure about location: You will want to locate this box. If it's not accessible, someone will have to be home on (Due Date Retrieved in COMX) to give our technician access to it. (move on with script)

Now, you will be receiving a welcome package with a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-9TRINSIC (877-987-4674).**"

<Action- Proceed to Step 12>

Migration:

Order Processed: "Now your Service will be activated in approximately 7 business days. You will be receiving a welcome package with a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-9TRINSIC (877-987-4674).**"

Saved as Quote: "Now your Service will be activated in approximately 10 business days. You will be receiving a welcome package with a detailed description of all your features within the next few days. If you **do not receive this do not hesitate to give our Customer Care Department a call at 1-877-9TRINSIC (877-987-4674).**"

<Action – If Migration or NS w/Local Freeze, proceed to Step 12>

➤ **Third Party Verification: IVR Data Exchange Recording: Step 12**

Migration: "Mr./Ms. _____, In order to begin your service, I need to transfer you to an Independent Third Party Verification Company. They are going to confirm that you want to switch your service to Trinsic as your local and long distance provider. You understand that you can choose separate telecommunications carriers for your local calling, intralata (instate) long distance and interlata (out of state) long distance service for each telephone number, and you have requested that Trinsic be your carrier of choice for all three services."

"Please understand that they are not affiliated with Trinsic and cannot answer any questions regarding your account or new phone service. Before I transfer you, do you have any **QUESTIONS** for me?"

"Now, when the verifier comes on the line, they will introduce themselves and then ask for my agent ID number. Please hold while I connect you, it may take a moment." (Chit Chat with the customer while on hold.)

(Verify the customer is still on the line. Get a response from the customer prior to releasing them the TPV.)

"Mr./Ms. _____, the verifier is ready to take your call. They will be asking you a few questions and it is important that you listen to each question carefully and answer with a clear response. Please hold for the Verifier and thank you for calling Trinsic."

New Service – Local Service Freeze:

"Mr./Ms. _____, In order to establish your preferred carrier freeze with Trinsic, I need to transfer you to an Independent Third Party Verification Company. They are going to confirm that you authorize Trinsic to add a local line freeze to your telephone number."

"Please understand that they are not affiliated with Trinsic and cannot answer any questions regarding your account or new phone service. Before I transfer you, do you have any **QUESTIONS** for me?"

"Now, when the verifier comes on the line, they will introduce themselves and then ask for my agent ID number. Please hold while I connect you, it may take a moment." (Chit Chat with the customer while on hold.)

(Verify the customer is still on the line. Get a response from the customer prior to releasing them the TPV.)

"Mr./Ms. _____, the verifier is ready to take your call. They will be asking you a few questions and it is important that you listen to each question carefully and answer with a clear response. Please hold for the Verifier and thank you for calling Trinsic."

Non-Local Products – Suggested Verbiage

➤ Check Serviceability: Step 1

"I'm going to gather some quick information from you and then we'll get started."

"May I have your name please?"

"And you are an authorized decision maker in your home?"

LD Plans: "Do you have active phone service in your home right now?"

"May I have your telephone number please?"

➤ Identify Plan: Step 2

Step 2a – Verify and review the plan customer has selected.

Step 2b - If not in Trinsic Serviceable Area: "To determine what plan is best for you, I'd like to ask a few questions."

Example Question:

- How much long distance are you currently using each month?
 - 0-300 – offer TrinsicLD
 - >300 – offer TrinsicLD500
 - If minimal LD usage offer TrinsicPVA

<Action: proceed to step 3>

➤ Recap Pricing: Step 3

"Based on the plan you have selected, your monthly plan rate will be \$____. This monthly plan rate is in addition to any per-minute charges acquired. The monthly plan rate does not include taxes and applicable regulatory fees, which are required or allowed by State and Federal Law. Because of these additional charges, the monthly plan rate you selected will not be the exact amount you pay on your bill every month. Charges for any International calls you make will be added to the package price you have selected."

If LD: "Please keep in mind that if your dialup Internet access is a long distance number, it will affect your bill."

➤ Payment Options: Step 4

Credit Card Capture: "As an added convenience, Trinsic offers automated monthly billing through most major credit cards. Which credit card will you be using today?" (Capture Card Name, Name as it appears on the card, card number, Expiration Date and CVN #)

If no on CC then ACH: "Trinsic also offers you the convenience of paying your bill directly from your checking account each month. May I have you Account Number, please?"

If no to ACH then Direct: "That's fine. I will set your account up on direct billing."

Invoice Option: "Mr/Ms _____, Trinsic also offers you the convenience of an electronic invoice we call EZ-Bill. EZ-Bill allows you to receive a monthly invoice notification via email, rather than a paper invoice. Is this something I can interest you in today?"

If no to EZ-Bill: "I can go ahead and set you up to receive a paper invoice each month; however, there will be a \$2.00 monthly charge for this service."

Yes/No: "Ok, I have set your account up for (CC/ACH/Direct) billing. You will receive a(n) (electronic/paper) invoice each month."

<Action-If Trinsic LD500, proceed to Step 5. If other non-local plan, proceed to Step 6>

➤ **Member to Member: Step 5 (Only use for Trinsic LD500 customers)**

“As a valued Trinsic member, you will receive our Member-to-member long distance calling feature, FREE. This feature will allow you to make unlimited long distance calls, **from home**, to any other Trinsic member anywhere in the US. This means that long distance calls to your family and friends will be free if they are Trinsic members. You can definitely see how that will save you money, right?”

<Action – Proceed to Step 10>

➤ **Referral Capture: Step 6**

For Agent Sales: “Now if there is anyone you would like to refer who may be interested in becoming a Trinsic member, you can contact the Representative who signed you up for Trinsic service. Simply give them the name and number of the friend you are referring, and your Representative will provide them with the same great Trinsic service.”

For All Others: As an added benefit, Trinsic does have a referral program. For every person you refer who signs up with Trinsic, and stays on the service for 30 days, you will receive a one-time credit to your bill. Also, the person you referred will also receive a one-time credit to their bill. The amount of the credit received will depend on the plan the person you referred signs up for.

The number of credits you can receive is unlimited, so the more referrals who sign up, the more credits you’ll receive. If you know of anyone who may be interested in service from Trinsic, I would be glad to take their names and numbers so that I can contact them for you and INVITE them to become Trinsic customers.”

If they wish to supply referrals now: Capture referral information to include Name, Phone Number, Address and Email Address.

If they do not wish to supply referrals now: “Should you wish to make any referrals in the future, you may do so by calling our customer care department at 1-877-9TRINSIC (877-987-4674). Or have your friends and family call us at 1-866-983-5463. Be sure to have them mention YOUR name and number when they call to sign up.”

<Action – Proceed to Step 7>

➤ **Close: Step 7**

“Now your Service should be activated within 5 business days. You will be receiving a detailed description of your _____ service within the next few days. If you do not receive this, or if you have any questions regarding your service, do not hesitate **to give our Customer Care Department a call at 1-877-9TRINSIC (877-987-4674).**”

<Action – If TrinsicLD plan, proceed to Step 8>

<Action – If other non-local plan, end call>

➤ **Third Party Verification (Required only for TrinsicLONG DISTANCE Plans): Step 8**

“Mr./Ms. _____, in order to begin your service, I need to transfer you to an Independent Third Party Verification Company. They are going to confirm that you want to switch your long distance provider to Trinsic Communications. You understand that you can choose separate telecommunications carriers for your intralata long distance and interlata long distance service for each telephone number, and you have requested that Trinsic Communications be your carrier of choice for Long Distance service.”

“Please understand that they are not affiliated with Trinsic Communications and cannot answer any questions regarding your account or new phone service. Before I transfer you, do you have any QUESTIONS for me?”

“Now, when the verifier comes on the line, they will introduce themselves and then ask for my agent ID number. Please hold while I connect you, it may take a moment.” (Chit Chat with the customer while on hold.)

Trinsic
601 S Harbour Island Blvd
Tampa FL, 33543
1-800-ASK-ZTEL

Hi, may I please speak to ^contact^?

Yes: Go to Section 1

Not available: When would be a better time to call?

Hi ^contact^, this is ^agent^ calling from Trinsic Communications. We are calling today with a plan that will save you money on your current phone bill. With Trinsic's Alternative Package you'll have unlimited local calling along with, 3 way calling, Speed dial, Call waiting, Caller I.D. and Call forwarding, all on one bill. Your phone number will not change and everything stays the same on your new phone bill. Plus we will give you 200 minutes of Long Distance for only an additional \$5.00 or up to 700 minutes for only \$15.00.

If contact would like more than 700 minutes of Long Distance the Trinsic 1000 as well as the Trinsic Unlimited are still available.

- **If the prospect inquires about the "pre-approval" and wants to be removed from the "pre-approval" process, provide them with:**

If you do not want to receive pre-approved offers of credit from us or others, call Transunion at 1-888-567-8688. Trans Union's Opt Out address is: Trans Union Opt Out Request PO Box 505 Woodlyn, PA 19094-0505. Shared phone number and website are: 888-5OPTOUT (888-567-8688) www.optoutprescreen.com

Do you currently have DSL service in your home?

If yes: Unfortunately at this time we are unable to provide service to DSL users. When this service becomes available, we will be sure to give you a call back, if you would like? Thank you for your time and have a nice day/evening.

If no: Is this the only phone number on your bill? Great. *(Proceed with confirmation)*

If customer has more than one line: I will need all those numbers including area code. So that you are away your additional lines due not share the same long distance package and will be billed at \$.049 per minute interstate and \$.07 per minute for intrastate calls. *(Data enter all phone numbers)*

We can also offer you additional features such as VIP Alert, Call Block, or Distinctive Ring for only \$3.00 each per line. Would you be interested in any of these products.

Confirmation

I just need to verify your information.

I have your home number as HomePhone

Your full name as it appears on your phone bill is Fname

Your address is HomeAddress

For security and identification purposes could you please give me your full Date of Birth. *(Data enter full Date of Birth: mm/dd/year)*

Would you like your bill sent to the same address where you currently have the phone service? OK, Great! ***(If billing address is different than service address, capture billing address)***

Now let me just recap the service. For \$_____ per month, with # minutes for \$_____, you will receive your local service, unlimited local voice calling, 3-Way Calling, Call Waiting, Caller ID, Speed Dial, and Find Me Call Forwarding. Once Trinsic's service activates sometime in the next 10 business days, you will no longer receive a bill from your current phone company, so there will still be only one bill per month. I do want to confirm the rates I have quoted and make you aware **taxes or regulatory fees are not included and that International calls will result in additional fees.** Your first bill will be prorated from the day your service begins to the end of that billing cycle. If you have any questions about this call, please call Trinsic's Customer Service Department at 1800-ASK ZTEL or go to www.trinsic.com.

Third Party Verification (Required):

^Contact^ in order to begin your service, I need to transfer you to an Independent Third Party Verification Company. They are going to confirm that you want to switch your phone service provider to Trinsic Communications. You understand that you can choose separate telecommunications carriers for your local, intralata long distance and interlata long distance service for each telephone number, and you have requested that Trinsic Communications be your carrier of choice for all of your Local and Long Distance Phone services. You will need to be sure to answer with a clear YES.

Please understand that they are not affiliated with Trinsic Communications and cannot answer any questions regarding your account or new phone service. Before I transfer you, do you have any QUESTIONS for me?

Center Code is: 99

Alternate Available Packages:

TRINSIC 1000:

We can also offer you out Trinsic 1000. The way it works is simple. You'll have 1,000 minutes of long distance and unlimited local calling along with, 3 way calling, Speed dial, Call waiting, Caller I.D. Voicemail and Call forwarding, all on one bill. Your phone number will not change and everything stays the same on your new phone bill, and for ordering today we are including for FREE our Personal Voice Assistant that lets you dial the phone with your voice. Imagine, you can pick up the phone and just say call pizza and be connected to your favorite pizza place. No more remembering numbers let your FREE voice assistant remember them for you!

You get all this for only \$__ per month and for signing up today, you will also receive \$5.00 off of your monthly bill for the first 12 months of service with Trinsic. OK, great!

TRINSIC UNLIMITED:

With Trinsic's Unlimited Package you'll have unlimited long distance and local calling along with, 3 way calling, Speed dial, Call waiting, Caller I.D. Voicemail and Call forwarding, all on one bill. Your phone number will not change and everything stays the same on your new phone bill, and for ordering today we are including for **FREE** our Personal Voice Assistant that lets you dial the phone with your voice. Trinsic Unlimited is intended for person to person, residential voice service only.

You get all this for only \$__ per month and for signing up today, you will also receive \$10.00 off of your monthly bill for the first 12 months of service with Trinsic. OK, great!

TRINISIC LEGAL TERMS AND CONDITIONS OF LONG DISTANCE SERVICE

Section I - Agreement

This agreement ("Agreement") provides you with guidelines for using our interstate and international long distance Services. This Agreement governs the relationship between you and Trinsic Communications, Inc. ("Trinsic") and explains your respective legal rights concerning all aspects of our relationship. A full and complete version of this document is available on www.trinsic.com. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

By subscribing to and using our Services, you agree to abide by the terms and conditions of this Agreement. If you are an existing customer, your continued use of or subscription to our Services represents your acceptance of these terms and conditions of service. If you do not agree to the terms and conditions set forth in this Agreement, please contact us prior to using our Services or as soon as possible thereafter, and cancel your subscription by notifying us at our toll-free Customer Care number, 1-877-275-9835. Trinsic will terminate your ability to make calls using our Service; however, you must make arrangements to switch to a new telecommunications provider for continued long distance service.

You may cancel Service at any time without incurring early termination fees. Customers who do not agree to the terms and conditions set forth in this Agreement must contact us to discuss termination options.

Trinsic is committed to protecting your rights as a customer. If you have any questions about any of the following information, please call our Customer Care Line at 1-877-275-9835.

ASSIGNMENT

We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior consent.

ENTIRE AGREEMENT

These Terms and Conditions, together with any other documents directly or indirectly made a part of these Terms and Conditions, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers.

SEVERABILITY

If any term of this Agreement (including without limitation a Service Plan issued hereunder) is determined by a federal or state court or other body of competent jurisdiction to be unenforceable, then such term will be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement will remain in full force and effect.

GOVERNING LAWS

This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state where Service is provided. Where our Service terms and conditions are regulated by a state agency or the Federal Communications Commission, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations, this Agreement shall survive and be deemed amended as necessary to conform to such regulations.

OTHER COMPANY SERVICES

You may receive special promotions or discounts on other Services offered by Company in connection with the purchase of certain Services. These promotions or discounts may terminate upon termination of this Agreement.

CAPACITY

You represent that you are legally competent to enter into this Agreement, that you are over 18 years old, and that you are not aware of any disability that would prevent you from entering into this Agreement.

WAIVER OF CLAIMS

If we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right.

Section II - Definitions

As used in this Agreement, the following words have these respective meanings:

"Agreement" means this Agreement between you, the customer, and Trinsic.

"Customer" or "you" means the person subscribing to our Services and with whom we have entered into this Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account.

"Trinsic" or "Company" means Trinsic Communications, Inc. and its successors and assigns. "Trinsic" is also referred to in this Agreement as "us," "our" and "we."

"Parties" means Trinsic Communications, Inc. and you.

Terms & Conditions

"Services" means the telecommunications Services we provide to you, including interstate and international long distance voice or fax/data telephone calls, additional features and other Services that we may offer at any time in the future.

"Service Plan" means any rate plan, written description or supporting material, including the Trinsic Welcome Package, describing the terms and conditions of Trinsic providing a Service and/or rate plan.

"Subscribe" means the point at which you are able to utilize Trinsic Service.

Section III – Initiating Service

CREDIT AND DEPOSIT INFORMATION

You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy.

Eligibility of local telephone service will be determined based in part upon the applicant's credit score, where allowed by law. If an applicant for residential telephone service has been divorced within 12 months preceding the application for service, Trinsic will apply the creditworthiness established during the last 12 months of shared service prior to the divorce equally to both spouses.

Trinsic does not currently require deposits, however, we reserve the right to do so in the future.

Section IV – Service

TERM

The term of this Agreement for each Service depends on the Service feature or promotion you select as it is described in a separate Trinsic Service Plan description, in feature or supporting materials, or a Trinsic Price List and/or a Trinsic Member Service Guide. All of these publications are a part of this Agreement. The term of this Agreement for your Service begins on the date you subscribe to the Service. This Agreement will continue on a month-to-month basis until terminated by either you or us.

RATES

Your Service rates and other charges and conditions are described in your Service Plan, which is a part of this Agreement. Service Plan information is maintained at

www.trinsic.com and in Trinsic's public reference documents, which is available for inspection at Trinsic's headquarters in Tampa, Florida. The rates, charges and descriptions for your particular service may also be found in your personal Welcome Package. We may change your Service Plan in accordance with section VIII ("Changes to this Agreement"). If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable Service Plan for which you are eligible. We may change the prices or add new products with prices, or we may delete products or prices. The appropriate charges for your purchase will be billed to you on your bill. Usage charges for service are based upon the total time that you use Trinsic Services, subject to applicable billing increments and any additional charges which may apply. Usage begins when the called party picks up the receiver, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the service connection. Each call completed will have an initial minimum charge of at least one minute, unless a lesser billing increment is specified in the Rate Plan, and any time beyond that minimum will be billed in additional one minute increments, rounded up to the next whole minute, unless a lesser billing increment is specified in the Rate Plan. Billing increments are determined by Trinsic. In addition, if the call charges include a fraction of a cent, the fraction is rounded up to the next whole cent.

AVAILABILITY & INTERRUPTION OF SERVICE

We do not warrant or represent that the Service will operate without interruption or that it will operate continuously. The Service we offer is subject to necessary facilities and equipment being available from other carriers.

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

If we must interrupt your Service for any of these reasons, we will endeavor, using reasonable means, to restore it as quickly as the underlying matter is resolved without any promise as to when we will be able to restore service; however, we do reserve the right to disconnect or limit Service when it is necessary or when we must comply with laws or regulations or if you are using the Service in violation of any provisions of

Terms & Conditions

this Agreement or the law in our sole discretion. Service is subject to transmission limitation or interruption caused by weather, terrain, obstructions such as trees or buildings, and other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications or to combat potential fraud.

Interruption may also result from nonpayment of charges by you. We may choose to block calls to certain numbers if in our sole discretion, we are experiencing excessive billing, collection or fraud problems with calls to those numbers. If Service is interrupted for at least 24 hours and neither you nor someone you authorized to use the Service helped cause the interruption, a credit not to exceed the amount of our service charges during the affected period will be made to your account for the time Service was interrupted, if you request it. If based on our records and your documentation we determine that you are entitled to a credit, the credit will be provided on a subsequent bill. If you elect to use another means of communications during the period of interruption, you must pay the charges for the alternative service used.

USE OF SERVICE

You agree not to use the Service for any unlawful or abusive purpose or in any way that damages our property or interferes with or disrupts our system or other users or that is in any way unlawful, fraudulent or abusive. You must comply with all laws while using the Service and you must not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive or injurious to the recipient. You are responsible for all content you transmit while using the Service. Resale of Service is prohibited without our prior written and your attainment of any required regulatory approvals. You may not install any amplifiers, enhancers, repeaters or other devices which modify, disrupt or interfere in any way with the radio frequency utilized by us to provide Service. You have no ownership rights to and you may not transfer or duplicate any assigned telephone number that may be provisioned by us to be used with any Service. As allowed by law, you agree we may change any such telephone number at any time with or without prior notice to you, and we may add or delete coverage without providing notice to you. Some services may not be available or may operate differently in selected markets or jurisdictions.

We may assume that any person able to provide your name, address, the last four digits of your social security number, and/or information about you which is not publicly available is authorized by you to receive information about and make changes to your account, including adding new Services.

UNAUTHORIZED USAGE

If your Service is fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges made to your account. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

Trinsic plans with unlimited local and / or long distance calling are intended for person-to-person residential voice use only. Examples of prohibited uses are, but are not limited to, commercial facsimile, resale, conference bridge calling, chat lines, telemarketing, dial-up internet connections, medical transcription, autodialing, or voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

Section V – Billing and Payment

BILL PAYMENT

You are responsible for paying all charges to your account, including but not limited to: long distance, airtime, access, features, data usage, directory and operator assistance charges, monthly recurring charges, and any taxes, surcharges, fees, assessments, or recoveries determined by us to be imposed on you or us as a result of use of the Service on your account or the purchase of goods. If you subscribe to or activate Service on behalf of another but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf.

Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the billing period in which service was furnished will be calculated pro rata based on the actual number of days in the billing period. The date that payment is due is shown on each monthly billing statement. If the due date shown on your bill is a holiday or weekend, your payment is due on the next business day following the holiday or weekend. If payment is not received in full by the due date shown on your bill, Trinsic may assess a late charge of up to 3%.

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If you cannot pay any part of your bill by the due date, please call our Customer Care Line. You may request alternative payment arrangements in the case of short term problems beyond your control. A service charge will be assessed for all checks returned by a bank or other financial institution.

Agency Fees: If your account is turned over to an outside collection agency or attorney for collection, you will be assessed additional fees by the agency based on the following schedule:

Months from Date Service was Terminated	Fee
0-9 months	Additional 25% of Past Due Balance
10-18 months	Additional 35% of Past Due Balance
Greater than 18 months	Additional 45% of Past Due Balance

All court costs and attorney's fees are the customer's responsibility.

All payments should be mailed to:
Trinsic Communications, Inc.
P.O. Box 17286
Baltimore, MD 21297-1286

TAXES AND OTHER CHARGES

You must pay all taxes, fees, surcharges, and other charges that we bill you for the Services, unless you can show documentation satisfactory to us that you are exempt. Taxes and surcharges will be in the amounts that federal, state, and local authorities require us to bill you. We will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

CREDIT CARD & SERVICE RESTRICTIONS

If you choose to pay by credit card, you agree to the rules governing that payment option, including applicable limits on the amount of Service that may be used before making a payment. No additional notice or consent is required before we invoice your credit card or debit the account for all amounts due to us. We will notify you of any limits that we impose. If such limits are placed on your account, you may be required to pay for Service with a valid major credit card. You also agree to indemnify us for any claims or expenses resulting from your providing a debit card instead of a credit card. We may change the rules governing this payment option, or we may stop offering this option any time upon notice to you.

DISPUTE RESOLUTION

If you have questions or concerns about your bill from Trinsic, please call our toll-free Customer Care Line. We will investigate and let you know the results of our investigation within 21 days. If you are not satisfied with the results, you may request a review by a Trinsic supervisor. If you still are not satisfied, you may contact the Public Utility or Service Commission in your state.

We will not disconnect your service for failure to pay any disputed charges until we have determined that the charges are accurate. If you file a complaint with the Public Utility or Service Commission about your bill, we will not suspend or disconnect basic local telecommunications service for nonpayment of the disputed charge. However, you are obligated to pay any undisputed portion of your bill in a timely manner.

Section VI – Disconnection or Suspension of Service

DEFAULT/TERMINATION

If you miss a payment, we may assess a late payment charge, but we will not suspend the Services or end this Agreement sooner than 28 days after the payment was due. If we suspend the Services and you miss another payment during the 12 months after we provide the Services again, we may then suspend the Services or end this Agreement (or both) 14 days after the payment was due. If you breach any representation to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges that you owe under this Agreement. You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs we incur in enforcing this Agreement through any appeal.

CANCELLATION

At any time after your Service has been activated, you may cancel Service with Trinsic without incurring early termination fees. If you request cancellation before the switch is complete, Trinsic may not be able to stop the switch, and you may be switched over even after you have called to cancel. If you cancel your Service within the first 90 days, and you subscribed under a promotion whereby you were to receive some credits on your account, those credits may be forfeited.

Section VII – Limitations on Liability

GENERALLY

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this section may not apply to you.

We are not liable for acts or omissions of another service provider, for information, third party services, or goods provided or obtained through equipment, equipment failure or modification, or causes beyond our control unless caused by our gross negligence. Except as otherwise provided herein, we are not liable for service outages or for service limitations or interruptions. Our liability and the liability of any underlying carrier for any failure or mistake will in no event exceed our service charges during the affected period. We are not liable for any incidental, punitive or consequential damages such as lost profits. We are not liable for (i) economic loss or injuries to persons or property arising from use of the service, or any equipment used unless caused by our gross negligence, or (ii) the installation or repair of the equipment by anyone who is not our employee. We are not liable for any act associated with the proper exercise of rights under the privacy and/or unauthorized usage provisions of this agreement. In no event shall we be liable for special, indirect, consequential or incidental damages, including but not limited to lost profits and lost savings, arising out of, resulting from, or in any way related to the services and facilities furnished by company, even if we have been advised of the possibility of such damages. This paragraph will survive termination of this agreement. We are not an operator service provider and as such do not handle emergency calls. We are not liable in any way for any call to any emergency provider or the failure to connect to such provider or any action that occurs or fails to occur as a result.

INDEMNIFICATION

You agree to defend, indemnify, and hold us, our affiliates and agents and any other service provider, harmless from claims or damages relating to this agreement or our promises or statements made in it and use of the equipment or service. Unless due to our gross negligence. You also agree to pay our reasonable attorneys' and expert witness' fees and costs incurred in enforcing this agreement through appeal, except as otherwise provided in this agreement. It is your responsibility to conform to all laws or regulations governing your use of our services and you will indemnify us from claims arising from any such use whether lawful or not. This paragraph will survive termination of this agreement.

NO WARRANTIES

We make no express warranty regarding the service or equipment and disclaim any implied warranty, including any warranty of merchantability or fitness for a particular purpose. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. We are not the manufacturer of equipment and any statement regarding it should not be interpreted as a warranty. This paragraph will survive termination of this agreement.

FORCE MAJEURE - MATTERS BEYOND OUR REASONABLE CONTROL

If we cannot do what we have promised in this Agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, or other Acts of God, fire or explosion, civil disorder, war or military operations, national or local emergency, anything done by any government or other competent authority or labor difficulties of any kind, (including those involving our employees) or acts or omissions of our vendors, we will not be liable for this. However, we will refund one day's average Service fee to you for any day, or part day, that there is a failure of the Service because of something beyond our reasonable control.

EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Trinsic is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, locale or use of any equipment and facilities furnishing this service.

Neither is the Trinsic responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Trinsic, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Customer, the Company, its users, agencies or municipalities, or the employees or agents of any one of them.

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When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to our service, the Customer acknowledges and agrees with the release of information as described above.

Section VIII – Changes to This Agreement

We may amend this Agreement, including provisions regarding the use of our Services, products, equipment, or Service Plans, charges and prices. We may amend this Agreement in a way that adversely affects your rights or raises the price of the Service(s) you buy from us upon advance notice by informing you of that by providing written notice of a change. If you do not agree to the amendment, you may terminate the Agreement by giving us notice within 20 days of the date we notify you, and you will not be charged any early cancellation fee. You have the option to change your Service or features at any time by notifying us, and you may take advantage of those of our promotions for which you qualify, provided that you comply with any requirements of the change or the promotion, including, where applicable, extending the term of this Agreement. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. Nonsubstantive changes (those that do not affect the terms or conditions of Service, for example, the correction of typographical errors) and changes that do not adversely affect you may be made by us without notice to you.

HOW TO GIVE NOTICE TO US

The notice given under this Agreement must be delivered by hand or prepaid post at the address shown below:

Trinsic Communications, Inc.
P.O. Box 10751
Atmore, AL 36504-5751

If you do not agree with the terms and conditions set forth in this Agreement or any amendment, please contact us prior to using your Service and cancel your subscription by notifying us at our toll-free Customer Care number, 1-877-275-9835.

If we change our address, we will notify you on your bill or by other written and/or electronic means. Written notice to us will be effective when directed to our Customer Care Department and received by us. Your notice must specify your account number(s) and telephone number(s). Verbal notices will be deemed effective on the date reflected in our records.

HOW WE GIVE NOTICE TO YOU

Written notices to you will be considered to have been received by you 3 days following the date deposited in the U.S. Mail addressed to your address as reflected in our files or immediately if we notify you by an electronic means such as e-mail or short messaging service. You are responsible for notifying us of any change in your address.

Section IX – Privacy

PRIVACY POLICY

It is Trinsic's policy not to sell or rent its personally identifiable customer information to unaffiliated companies or organizations. In the future, should Trinsic decide to sell or rent such information to those entities, we will provide notification and the opportunity for our customers to indicate that they would prefer Trinsic not sell or rent such information about them to such third parties. Such notice may be provided by amending the Agreement or any other comparably effective means.

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI")

To inform you of other Company-affiliated products and services that may interest you, Trinsic may wish to access information related to your account(s), particularly information known as CPNI. Information constituting CPNI includes the kinds of services you have, how you use them and how they are billed. Federal law restricts the use of CPNI for purposes other than providing service, without the customer's approval.

If you do not want the Trinsic to access and use your CPNI (except as otherwise permitted by law) please contact us. Until you notify us otherwise, Trinsic will understand you to have approved its internal use of your CPNI for purposes reasonably related to its offering or provisioning other products and services to you. This consent survives the termination of your Service and is valid until you remove it. A denial of permission would not affect the provision of any service to which you are subscribing nor would there be any charge to you for such denial. Denial would not restrict Trinsic from contacting you for marketing purposes but may limit Trinsic's ability to tailor product offerings to your needs. If you contact Trinsic to inquire about a certain product or service, Trinsic will have the ability to access your CPNI to inform you about those products and services.

To remove this consent now or at any time, notify us in writing at the address designated in this Agreement or call us at 1-877-275-9835, providing your (1) name, (2) home address, (3) home telephone number including area code, (4) number including area code, (5) service billing address, and (6) service account number.

We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.

Section X – General

DISCRIMINATION

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

ELDERLY AND DISABLED CUSTOMERS

Customers who are elderly or who have physical disabilities, and those who care for them, should contact Trinsic's Customer Care Line and identify themselves so they may be appropriately informed of their rights.

SERVICE PROBLEMS

If you have any problems with your service, please call Trinsic toll-free at 1-877-275-9835.

CUSTOMER SERVICE AND BILLING INQUIRIES

Trinsic Communications, Inc.
P.O. Box 10751
Atmore, AL 36504-5751

Toll Free 1-877-275-9835

E-mail available within www.trinsic.com or info@Trinsic.com

Web site www.trinsic.com

Customer Repair is available 24 hours a day, seven days a week. All other Customer Care departments are available from 6:00 a.m. to 9:00 p.m., Central time, Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday.

Response of Trinsic Communications, Inc. ("Trinsic")
to
ATTORNEY GENERAL'S DATA REQUESTS
CASE NO. 2005-00186

Attachment AG-2



Letter of Authorization (LOA)

Customer & Contact Information:

Business/Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Contact Email Address _____

Contact Telephone Number _____ Contact Fax Number _____

Tax ID _____ Social Security Number _____

Billing Information (if different than Customer Information):

Business/Company Name _____

Address _____

City _____ State _____ Zip _____

Billing Contact Name _____

Billing Contact Telephone Number _____ Billing Contact Fax Number _____

Payment Information

If your business is relatively new and/or may not have sufficient credit references on file, Trinsic may require credit card billing. If applicable, please enter your credit card information below.

Credit Card Number _____ / _____ Expiration Date (XX/XX) _____ Name As It Appears On Card _____

Visa/MC/Disc. CVV2 _____ AMEX CID _____
 (3 digits after account number on card back) (Additional 4 digits on card front)

Letter of Agency

By signing below, I am authorizing Trinsic Communications, Inc. to become my new telephone service provider in place of my current provider(s) for the services and telephone numbers indicated on the attached service request order form. I authorize Trinsic Communications, Inc. to act as my agent to make this change, and direct my current telephone service provider to work with the new provider designated above to effect the change. I understand there is no charge to switch providers. If I later wish to return to my current telephone company, I may be required to pay a reconnection charge to that company. I also understand that my new telephone company may have different calling areas, features, rates and charges than my current telephone company and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly. Monthly service rates do not include taxes, applicable regulatory fees, and the Subscriber Line Charge. I understand this change request will apply only to the numbers indicated on the attached service request order form. I understand there must only be one presubscribed local, one presubscribed local toll, and one presubscribed toll provider for each number.

Unless stated otherwise, I authorize Trinsic to PIC freeze my local service. I also authorize Trinsic Communications, Inc. to perform such an investigation as may be necessary to determine the acceptability of this application and to request credit history information from any bank or trade reference. The Officer signing below certifies that he/she is authorized and empowered to execute this agreement on behalf of the company and bind the company to terms and conditions stated herein.

Check here to decline a local PIC freeze.

Options:

- 1-Year Term Commitment (I agree to a PIC freeze on my local lines for a period of 12 months from the activation date of my services. I will also receive discounted long distance, access card and toll-free rates.)*
- 2-Year Term Commitment (I agree to a PIC freeze on my local lines for a period of 24 months from the activation date of my services. I will also receive an additional discount on my already discounted long distance, access card and toll-free rates.)*
- International Discount Rate Plan (I agree to a monthly recurring charge of \$2.95 and reduced international calling rates in many countries.)

* LD Only Customers: Customers terminating service prior to the end of their term commitment will be required to pay 50% of their average LD usage for the months remaining in the unfulfilled term of service. Rate discounts do not apply to Trinsic Spectrum Unlimited customers.

I UNDERSTAND THAT TRINISIC WILL PAY ANY COSTS TO SWITCH PROVIDERS. CHARGES MAY APPLY IF NEW LINES ARE ORDERED.

Customer Signature _____ Date _____

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT MY LOCAL AND/OR IN-STATE AND/OR STATE-TO-STATE LONG DISTANCE CARRIER WILL BE CHANGED TO TRINISIC COMMUNICATIONS, INC. AS INDICATED ABOVE.

You may check the status of your order at any time by calling 1-877-504-8067.

Attention Indiana customers: If for any reason you are not satisfied with your service, we ask that you first allow Trinsic the opportunity to resolve the matter. If you are still not satisfied, you have the right to file a complaint with the Indiana Utility Regulatory Commission, Consumer Affairs Division at: Consumer Affairs Division, Indiana Government Center South, 302 West Washington Street, Room E306, Indianapolis, Indiana 46204. Or by phone at: 1-800-851-4268 (in Indiana only) or 317-232-2700.

Attention Vermont customers: If for any reason you are not satisfied with your service, we ask that you first allow Trinsic the opportunity to resolve the matter. If you are still not satisfied, you have the right to file a complaint with the Vermont Department of Public Service: Consumer Affairs Division, 112 State Street, Drawer 20, Montpelier, VT 05620-2601. Or by phone at: 1-800-622-4496 (in Vermont only) or 802-828-2332.

Sales Representative ID: Sub-Rep ID:

Please complete and fax to: _____



Consumer Services – Letter of Authorization (Not valid for CA.)

Value and Basic Plans available in parts of AZ, CO, FL (Bellsouth), GA, IL, IN, KS, KY, MA, MD, MI, NJ, MN, MO, NV, NY, OH, OK, PA, TN, TX, VT, and WI only Trinsic 1000 is available in DC, GA, IL, IN, MD, MI, NJ, NY, and OH

Please switch my current local service Switching to Trinsic is FREE!*

PRODUCTS, PLANS AND OPTIONAL SERVICES - Please choose only one product

- Trinsic Unlimited, Trinsic 1000, Trinsic Value, Trinsic Basic, Trinsic LONG DISTANCE, Trinsic 800, Trinsic LONG DISTANCE 500, and various optional services like Multiple Voicemail Accounts and Additional Line.

BILLING NAME AND ADDRESS (List name and address as it appears on your current phone bill)

Form fields for Billing Name and Address: First Name, MI, Last Name, Street Address, Apt #, City, State, Zip, Contact Phone, Work Phone, Email address, Existing Z-Line Number.

PAYMENT INFORMATION

Form fields for Payment Information: Credit Card Number, Exp. Date, Visa/MC/Discover CVV2, AMEX CID.

Name as it appears on card

- Do not bill my credit card. Please have my bill sent by mail (Trinsic only)
Local Phone Company Billed** (Z-Line LONG DISTANCE and Z-Line LONG DISTANCE 500 only - where available)

IDENTITY VERIFICATION INFORMATION (required to process all orders)

Form fields for Identity Verification: Social Security Number, Date of Birth, Driver's License Number, State.

I authorize Trinsic Communications, Inc. (Trinsic) to act as my agent for purposes of changing my telecommunications provider for the services and the telephone number(s) listed below. I authorize Trinsic to change from my current provider(s), to Trinsic for (PLEASE INITIAL EACH SERVICE AS APPLICABLE): PRIMARY LINE (1a) local telephone calls (Trinsic customers only); (2a) intraLATA telephone calls; and (3a) interLATA telephone calls, including state-to-state and international telephone calls SECONDARY LINE (1b) local telephone calls; (2b) intraLATA telephone calls; and (3b) interLATA telephone calls, including state-to-state and international telephone calls. I agree to pay the monthly charge for the telecommunications service plan. I understand that calling areas, rates and charges may differ from my current carrier and I am willing to be billed accordingly. I understand that I have the right to obtain intraLATA and interLATA services individually and further understand that only one telecommunications carrier may be designated, respectively, as my local carrier, interLATA toll carrier, and/or my intraLATA/intrastate toll carrier for any one telephone number. I also understand that I need not disconnect my service with my current carrier. If I later wish to return to my current or switch to another telecommunications provider, I may be required to pay a charge. Monthly plan rate does not include taxes, applicable regulatory fees, and the Subscriber Line Charge. I also authorize Trinsic, or its authorized representatives, to perform such an investigation as may be necessary to determine the acceptability of this application and to request credit history information from any bank or trade reference in accordance with applicable state and federal rules and regulations. To verify that the preferred carrier change has occurred, please call 1-877-9TRINSIC (1-877-987-4674).

TELEPHONE NUMBER(S) TO BE CHANGED TO TRINSIC:

Primary Line: Secondary Line:

I certify that I have read and understand this letter of authorization. I further certify I am at least 18 years of age, and I am authorized to change telephone companies for services for the phone numbers listed above. I understand that Trinsic will not charge me to switch to Trinsic. I may be charged by my current local carrier to switch my long distance service to Trinsic.

Authorized Customer Signature Date

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT MY LOCAL, AND/OR IN-STATE AND/OR STATE-TO-STATE LONG DISTANCE CARRIER WILL BE CHANGED TO TRINSIC COMMUNICATIONS, INC. AS INDICATED ABOVE.

TPV Confirmation Number (6-8 digits) - Required if Signature Not Present

Indiana & Vermont Residents: If for any reason you are not satisfied with your service, we ask that you first allow Trinsic the opportunity to resolve the matter. If you are still not satisfied, you have the right to file a complaint with:

IN: The Indiana Utility Regulatory Commission, Consumer Affairs Division, Indiana Government Center South, 302 West Washington Street, Room E306, Indianapolis, IN 46204, 800-851-4268 (in Indiana only), 317-232-2700

VT: Vermont Department of Public Service, Consumer Affairs Division, 112 State Street, Drawer 20, Montpelier, VT 05620-2601, 1-800-622-4496 (Toll Free Vermont), 1-802-828-2332, 1-800-734-8390 (TTY).

MAIL THIS LETTER OF AUTHORIZATION (LOA) To:

Trinsic Communications, Inc. ATTN: Provisioning 601 S Harbour Island Blvd, Ste 220 Tampa, FL 33602

Representative # 010000

TRINSIC CUSTOMER CARE: 1-877-9TRINSIC

*Credit restrictions apply If you do not currently have service, a one-time connection fee may apply **In addition to monthly charges, there is a \$2.00 Monthly Recurring Charge for Local Phone Company Billed Telecommunications services provided by Trinsic Communications, Inc. ©2001-2004 Trinsic Technologies, Inc. All Rights Reserved 0412601UNV