



RESIDENTIAL TELEPHONE SERVICE

Letter of Authorization

Change of Telecom Service Provider to Lightyear Communications, Inc.

FAX COMPLETED FORM TO 229-245-0199

UNIDIAL RESIDENTIAL CALLING PLANS *Please choose one*

\$49.99/Mo. Opportunity Plan

- Local and Long Distance Phone Service
- Unlimited Local Calls
- **Unlimited 1+Long Distance Domestic** (International calls billed separately. Rates vary.)
- Voice Mail Service (not available in all areas)
- Call Waiting Deluxe
- Caller ID Deluxe (w/name, number and anonymous call rejection)
- Three Way Calling
- Call Return
- Repeat Dialing
- Call Forwarding Variable

\$29.99/Mo. Starter Plan

Includes all Opportunity Plan features *except* Basic Voice Mail and Unlimited Long Distance. Select Long Distance Rate Plan: **4.9¢ PER MINUTE**

Interstate Rate Plan **LOC05**

Intrastate Rate Plan **LOC04**

International Rate Plan **QWT**

You may currently have some features that will not be provided with your Lightyear local service. Check here if you simply want to maintain all your current local services and features when you switch your service to Lightyear. Prices for available features are listed below.

Note: "Per Use" events such as directory assistance, "star" (*) features, taxes and fees are excluded from both monthly calling plans.

(List name and address as it appears on your current phone bill)

BILLING ADDRESS

First Name M Last Name

Street Address/PO Box Ste./Apt.#

City State Zip

Contact Phone Work Phone

e-mail Address

ACCOUNT INFORMATION

Primary Phone Number: _____

Secondary Phone Number: _____

Third Phone Number: _____

Special Instructions: Check only to exclude IntraLATA Service

Check if you are requesting new service and had no prior service at location.

The undersigned hereby agrees to the terms and conditions of this agreement for new service, including those listed on the reverse. I acknowledge that this agreement for new service is subject to approval by Lightyear Communications, Inc. ("Lightyear"). I hereby authorize Lightyear to verify all listed information for credit purposes. I understand that all services I select pursuant to this agreement shall be provided by Lightyear.

I hereby appoint Lightyear as my primary long distance and local carrier for equal access service including interstate, intrastate and international service as well as intralata, unless I have indicated otherwise in the "special instructions" section of this agreement for service. I appoint Lightyear to act as my agent in order to effectuate the charge(s) and authorize it to handle on my behalf all arrangements, including ordering, changing and/or maintaining my service. I understand that my local telephone company may assess me a charge for any change in service. I understand that only one long distance carrier may be designated as my primary interstate carrier for any one telephone number, but that I may have the ability (depending on my location) to select separate long distance carrier for other types of service.

I represent that I am the subscriber for the telephone number(s) listed herein and/or have the authority to change local and long distance carriers. This agreement and the services provided hereunder are subject to Lightyear tariffs in effect from time to time. Some restrictions may apply. For Lightyear Customer Service, call 1-877-295-4200.

Authorized Customer Signature _____ Date _____

Print Customer Name _____

Customers have the option of choosing other local features or services at an additional monthly fee including:

Services:

- Basic Voice Mail (\$6.95/month)
- Second Line (\$24.99/month)
- New Line/Move Installation Charge (\$100/line)
- Wire Protection (\$4.95)

Features:

- Privacy ID (\$5.95/month)
- Speed Dial 8 (\$3.00/month)
- Speed Dial 30 (\$4.00/month)
- Call Forward Busy (\$1.00/month)
- Call Forward No Answer (\$1.00/month)
- *63 Service (Preferred Call Forwarding \$4.20/month)
- *61 Service (Call Selector \$4.20/month)
- *60 Service (Call Block \$4.20/month)
- Distinctive Ring (\$2.95/month)
- Non-published Directory Listing (\$2.50)
- Additional Directory Listing (\$2.00)

OTHER FEATURES AVAILABLE INCLUDE INTERNET, CALLING CARDS AND TOLL-FREE SERVICE. PLEASE INDICATE BELOW IF INTERESTED.

Mail to:
Nations Link
794 Lake Laurie Drive
Valdosta, GA 31605

Fax to:
1-229-245-0199

Questions:
1-877-888-8852
1-229-245-1099

TOLL FREE
QUICK & EASY
SIGN UP
1-866-PHONE99
(746-6399)

Agent Name/#: NATIONSLINK 1058

For Lightyear Office Use: Sub Agent Name/#: _____

Sales Rep/#: _____

TERMS AND CONDITIONS

Customer agrees to pay for, and Lightyear Communications, Inc. ("Lightyear") agrees to provide, local and long distance service ("Services") for residential purposes only pursuant to the following:

1. BILLING: Services are provided and invoices are issued on a monthly basis. Invoices shall be payable in full on the last day of the month in which the invoice is rendered except for amounts that are agreed to by Lightyear as valid disputes of Customer. Customer is responsible for paying entire billing invoice excluding disputed charges that have been identified in writing to Lightyear.

Customer shall notify Lightyear within 15 days of receipt of billing invoice of any dispute with regard to the invoice, or said invoice shall be deemed to be correct and binding.

Interest on all unpaid balance at the lesser of 1.5% per month or the highest lawful rate may be applied to the outstanding balance until paid in full and current. In addition, invoices not paid by the due date will not be eligible for any volume and term discounts which may otherwise be available, and Customer may be disconnected.

2. SERVICES AND RATES: Lightyear may revise the rates for services from time to time without prior notice to reflect changes in its service charges and tariffs.

Lightyear may from time to time move a Customer to a different service plan if usage or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. Lightyear may require, at any time, a deposit based on estimated usage.

3. CARRIER FREEZE: Customers may choose to apply a PIC freeze, LPIC freeze and/or local freeze to their account to prevent the unauthorized switching of long distance, intraLATA and/or local service by another carrier (a practice known as slamming). Customers must specifically request a freeze for each Service; it is not done automatically. By checking this option, your long distance, intraLATA and/or local carrier selection will not be switched without your verbal or written authorization. Customer may lift the Carrier Freeze by either calling or writing to Lightyear.

4. INTRALATA: IntraLATA phone calls go beyond your local calling area, but remain within the region where the call originates. Depending on your location, you may have the opportunity to choose between a local service provider and a long distance carrier for your intraLATA phone service.

5. LIABILITY: Customer acknowledges that Lightyear is not liable to Customer or any third party for calls not completed due to natural disaster, fire, accidents or circumstances beyond its control.

The Customer acknowledges responsibility for all costs, charges, and expenses that are incurred as a result of the loss, theft, misuse or abuse of the service or calling cards acquired from Lightyear, including all actual and consequential damages.

Lightyear is not liable for any act or omission of any other company or companies furnishing a portion of any service to Customer and shall be indemnified and held harmless by the Customer against all claims for libel, slander, infringement of copyright or unauthorized use of any trademark, tradename, or service mark arising out of the material, data, information, or other content transmitted over Lightyear's carrier's facilities.

Lightyear is not liable for any acts or claims made by independent authorized Agents (or any representatives of such Agents) unless they are expressly approved by an officer of Lightyear in writing or contained in a document provided by Lightyear to the Agent or Customer.

The liability of Lightyear for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Agreement shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

Lightyear shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Agreement, if caused by any person or entity other than Lightyear, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Lightyear's direct control.

UNLESS PROHIBITED UNDER APPLICABLE LAW, Lightyear MAKES NO WARRANTIES EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS AGREEMENT. Lightyear's LIABILITY TO CUSTOMER SHALL BE LIMITED AS SET FORTH IN ITS TARIFF AND THIS AGREEMENT.

6. TERMINATION: This Agreement may be terminated by Customer after 30 days written notice. In the event Customer has signed a term agreement, Customer may be liable to Lightyear for certain damages for early termination.

Termination, to be effective, requires payment in full of all outstanding charges and 30 days written notice to the designated address.

7. CANCELLATION: Lightyear may discontinue service or cancel an Application for Service without notice (other than as required by law) without incurring any liability for any of the following reasons:

- a. Non-payment of any sum due to Lightyear for service;
- b. A violation of any law, rule or regulation of any governing authority having jurisdiction over the service;
- c. By order of a court or other governmental or quasi-governmental authority having such jurisdiction;
- d. In the event service charges exceed the amount of any deposit that Lightyear may have required; and/or
- e. The Customer provides false or misleading credit or usage information.
- f. The Customer uses the Services for non-residential purposes.
- g. The Customer uses the Services to continuously access the Internet.
- h. The Customer resells the Services in any way to another person, persons or entity or entities.

8. MISCELLANEOUS: To the extent permitted by law and applicable tariffs, the Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of Kentucky but not its conflict laws, and venue of any action or suit under this Agreement shall be in any Court servicing Jefferson County Kentucky, and Customer shall be subject to the personal jurisdiction of the State of Kentucky. If a dispute arises and Lightyear refers the Agreement to an attorney for collection, Customer agrees to pay all costs of collection including interest, court costs, fees, and reasonable attorneys' fees.

Although if necessary Lightyear will assist Customer in obtaining the necessary facilities from the local telephone company by which to use Lightyear service, Customer is responsible for such activity and is liable for any and all charges incurred therefore.

If a Customer has undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (RespOrg), until such charges are paid full.

9. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement and understanding between Customer and Lightyear.

10. TARIFFS: This Agreement and the services provided hereunder are subject to Lightyear's tariffs in effect from time to time.