

**GUAM TELECOM, LLC**

President

497 Harmon Loop Road

Dededo, Guam 96929

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Tariff FCC No. 2

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Specialized Common Carrier Service

Regulations and Rates

of

**GUAM TELECOM, LLC**

For Operator Services

This tariff includes the rates, charges, terms and conditions of service in connection with the provision of interstate communications service by Guam Telecom, LLC between certain locations in the United States. This tariff includes informational tariff requirements for operator services only.

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**CHECK SHEET**

The pages of this tariff, as listed below, are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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**OTHER CARRIERS**

**None**

**CONCURRING CARRIERS**

**None**

**CONNECTING CARRIERS**

**None**

**OTHER PARTICIPATING CARRIERS**

**None**

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

**ABBREVIATIONS**

- ISDN - Integrated Services Digital Network
- LEC - Local Exchange Company
- PBX - Private Branch Exchange

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**SECTION 1 - DEFINITIONS****The following definitions are applicable to this tariff:**

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier or service provider.

**Account** - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service or telephone number and/or telephone numbers billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Account Code** - A numerical code, assigned to the Customer, to enable the Company to complete calls as authorized by the Customer. Multiple Account Codes may be assigned to the Customer.

**Aggregator** - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided and to identify the Customer for billing purposes.. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code. An example of an Authorization Code is a travel card account number and personal identification number.

**Business Customer** - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

**Calling Card Call** - A Calling Card Call is an operator assisted or automated call placed by a Customer where the call charges are billed to a local telephone company issued authorization code rather than to the originating or terminating telephone number.

**Casual Calling** - A service provided over facilities owned by the Company or an affiliate of the Company whereby the Customer accesses the Company's service by dialing an access code assigned to the Company prior to placing the call, such as 101XXX+1+area code +destination number.

**Collect Call** - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

**Commission** - The Federal Communications Commission.

**Company** -Guam Telecom, LLC, unless stated otherwise.

**Consumer** - A person who is not a Customer initiating any interstate telephone calls using operator services.

**Customer** - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes such as 101XXXX.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

**Initial and Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**LEC** - Local Exchange Company

**Mainland** - the lower contiguous 48 states and the District of Columbia.

**MRC** - Monthly recurring charge.

**NRC** - Nonrecurring Charge.

**Operator Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

**PBX** - Private Branch Exchange

**Person-to-Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Presubscription** - An arrangement whereby a Customer may select and designate the Company as the carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls.

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**SECTION 1 - DEFINITIONS,  
(Cont'd.)**

**Residential Customer** - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

**Sub-Minute Rating** - Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

**Switched Access** - A method for reaching the Company through the local service provider's switched network whereby the Customer uses local exchange lines.

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

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Travel Card** - A proprietary calling card offered by the Company which is used by dialing a Company- provided access number or via a line presubscribed to the Company's services.

**United States** - The forty-eight contiguous states, the District of Columbia, Alaska, Hawaii, Guam, Puerto Rico, American Samoa, the Northern Mariana Islands and the US Virgin Islands.

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**SECTION 2 - TERMS AND CONDITIONS****2.1 Undertaking of the Company and Locations of Service**

The Company's service is furnished to Customers for domestic interstate interexchange communications originating and terminating within certain areas of the United States under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Company's tariffs.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff. The Company may, when authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange company), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangement.

Where network facilities and billing systems permit, the Company will block casual dialing.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.2 Use of Service**

- 2.2.1** Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes.
- 2.2.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier or service provider, as appropriate.
- 2.2.3** Recording of telephone conversations transmitted over service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Limitations of Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities, equipment and/or Customer information, including, but not limited to, billing systems and information required for billing, and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating or terminating location.
- 2.3.5** The Company reserves the right to refuse to process Travel Card and Calling Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's tariff will be revised accordingly.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.3 Limitations of Service, (contd.)**

**2.3.7** Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.4 Reserved for future use****2.5 Liabilities of Company**

- 2.5.1** Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or other service providers, or their respective agents, servants or employees.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.5 Liabilities of Company, (cont'd.)**

- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or Customers, or by services, facilities or equipment provided by the Customer or such agents, servants, employees or Customers.
- 2.5.6** The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.5.7** **WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS TARIFF, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.6 Liabilities of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- (i) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's services, facilities or equipment; and
- (ii) Claims for patent infringement arising from combining or connecting the Company's services, facilities or equipment with services, facilities, equipment, apparatus or systems of the Customer or the Customer's agents, servants, employees, or customers; and
- (iii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Taxes and Fees**

- 2.7.1** All applicable taxes (e.g., excise taxes, sales taxes, municipal utilities taxes) are listed as a separate line item on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2** To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF). Imposition, billing and collection of such rates and charges are subject to billing and other system changes by the Company.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.7 Taxes and Fees, (cont'd.)**

**2.7.3 (cont'd.)**

**A. For recovery of contributions paid by the Company to support Universal Service Fund Fee (USF)**

Telecommunications services provided by the Company are subject to an undiscountable monthly Universal Service Fund Fee, payable by the Customer. The fee shall be calculated as follows:

The gross amounts (exclusive of taxes) attributable to interstate and international services billed to the Customer by the Company will be multiplied by the following percentages:

14.9 percent for bills rendered on or after April 1, 2011.

This percentages will be subject to periodic adjustment by the Company.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the Universal Service Fund.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Taxes and Fees, (Cont'd.)****2.7.3 (cont'd.)****B. For recovery of contributions paid by the Company to recover Pay Phone Per Call Compensation Surcharge**

In order to recover the Company's expenses to comply with the Commission's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), unless otherwise stated in this tariff, an undiscountable per call charge is applicable to all interstate calls that originate from any domestic pay telephone not served by a line presubscribed to the Company used to access the Company's services on a dial-around basis. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

Rate, per call \$0.50

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including, but not limited to, personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.9 Installation**

No installation of the Company's services at the Customer's premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Payment for Service**

- 2.10.1** Service is provided and billed on a monthly basis unless otherwise stated in the service description in this tariff. Bills are due and payable upon receipt. A late fee equal to that charged by the local exchange carrier serving the Customer, 1.5% per month, or the maximum amount allowed by law, whichever is lower, may apply to any unpaid and past due balance. The late fee may be charged by the Company directly or by the Company's billing services provider. The late fee begins to accrue no sooner than the 25<sup>th</sup> day after the billing date. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company, or its billing services provider, may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- 2.10.2** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or Customers. The Customer is also responsible for payment of charges for all other third person use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.10.3** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Payment for Service, (cont'd.)**

- 2.10.4** The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.10.5** The Customer shall be responsible for payment or rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.
- 2.10.6** The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.
- 2.10.7** The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

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**2.11 Deposits**

No deposits are required.

**2.12 Advance Payments**

No advance payments are required.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.13 Interruption of Service**

- 2.13.1** Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees, or Customers, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code.
- 2.13.2** For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.
- 2.13.3** An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in this tariff, the credit for a billing period shall not exceed the monthly rate.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.15 Reserved for future use****2.16 Interconnection**

**2.16.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems. The Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

**2.16.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff, the other tariff(s) of the Company and the other common carrier's tariffs.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.16 Interconnection, (cont'd.)**

**2.16.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the services, facilities and equipment of the Company and its suppliers. If the Customer maintains or operates the interconnected services, facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

**2.17 Reserved for future use****2.18 Local Charges and Wireless Air Time Charges**

In certain instances, the Customer may be subject to local exchange company charges including, but not limited to, message unit charges or to wireless company air time charges to access the Company's network or to terminate interstate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.19 Other Rules**

- 2.19.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.19.2** Due to billing system limitations, where noted in this tariff, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.19.3** For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.19.4** Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.19.5** From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General**

Subject to Section 2.1 of this tariff, the Company provides telecommunications services between locations within the United States. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.

Subject to Section 2.1 of this tariff, presubscribed service is offered from locations served with equal access end offices.

The Company's service is available twenty-four hours per day, seven days a week, except as otherwise provided in the Company's tariffs.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**

**3.2 Calculation of Distance**

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the industry-standard “V” and “H” coordinates of the applicable rate centers, in the following manner:

Step 1 - Obtain the “V” and “H” coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the “V” coordinates of each of the rate centers. Obtain the difference between the “H” coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the “V” difference and “H” difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)****3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call as follows unless otherwise specified in this tariff:

- 3.3.1** Call timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2** Chargeable time for all station-to-station calls begins when connection is established between the calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an operator .
- 3.3.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4** Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this tariff. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.3.5** No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person-to-person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.
- 3.3.6** Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny unless otherwise specified in this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)**

**3.4 Reserved for future use**

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**SECTION 4 - MISCELLANEOUS SERVICES****4.1 Operator Services**

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using Calling card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used to bill the Company's services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.1.1** Operator Services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.1.2** Charges for Operator Assisted Calls include two components: a usage-sensitive component; and a fixed per-call service charge based upon the type of operator service provided.
- 4.1.3** The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.3.11 below.
- 4.1.4** The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.3.10 below.
- 4.1.5** The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.
- 4.1.6** Collect Calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.

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**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)****4.1 Operator Services, (cont'd.)**

**4.1.7** Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NPA-NXX exchanges, or individual telephone number, or by blocking calls using certain Customer Authorization Codes, or Calling Cards, when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer or Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**4.1.8 Reserved for future use.**

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**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)**

**4.1 Operator Services, (cont'd.)**

**4.1.9 Per Call Service Charges**

The following Per-Call Service charges apply in addition to the charges specified in Section 4.3.11 and in addition to all other surcharges and fees, when applicable. When more than one Per-Call Service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

	Per Call
Operator Assisted Calling Card Station	\$4.00
Operator Assisted Station to Station	\$4.00
Billed Collect: Billed to Third Party	
Operator Assisted Person to Person	\$4.00
Operator Dialed Surcharge	\$1.00

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**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)**

**4.1 Operator Services, (cont'd.)**

**4.1.10 Per Minute Usage Charges**

Calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next minute.

**A. Reserved for future use**

**B. All Other Operator Assisted Classes of Service**

Rate Per Minute      \$0.55

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**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)**

**4.1 Operator Services, (cont'd.)**

**4.1.11 Service from Aggregator Locations**

**A. Commissions**

No commissions are collected by the Company from the Customer in addition to the charges specified in Section 4 of this tariff.

**B. Aggregator Surcharges**

No Aggregator surcharges are collected from the Customer in addition to the charges specified in Section 4 of this tariff.

**C. Fees**

No fees are collected from the Customer in addition to the charges specified in Section 4 of this tariff.

**D. Annual Estimated Minutes**

The following table shows the number of operator service minutes estimated on an annual basis.

Estimated Minutes:	5,000
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**SECTION 5 - PROMOTIONS****5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering promotions, including, but not limited to, promotional discounts or promotions that waive some or all of the nonrecurring, recurring or usage charges for the Customer (if eligible) of target services for a limited duration. Promotions may also be offered to attract or retain Customers who indicate that they would otherwise intend to accept a legitimate competitive offer made by a tariffed carrier. Such promotions shall be made available to all similarly situated Customers. For promotions which are applied to the Customer's long distance invoice, the term long distance invoice shall mean charges for domestic interstate and international services. Identical promotions are not cumulative.

**5.2 Complementary Promotions**

From time to time, the Company may offer promotions in its interstate and/or international tariffs which may also apply to intrastate services ("Complementary Promotions"). Such Complementary Promotions are subject to the terms and conditions set forth in the Company's federal rate schedules. Discounts, charge or other term waivers, certificates, credits or other value offered in identical Complementary Promotions are not cumulative.