

TELECONNECT LONG DISTANCE SERVICES & SYSTEMS COMPANY  
DBA TELECONNECT COMPANY  
DBA TELECOM\*USA LONG DISTANCE COMPANY  
DBA VERIZON BUSINESS SERVICES

INFORMATIONAL TARIFF  
PAGE NO. 1

OPERATOR SERVICES INFORMATIONAL TARIFF  
RELATING TO THE RESALE COMMON CARRIER  
PROVISION OF TELEPHONE OPERATOR SERVICES

EFFECTIVE DATE: November 1, 2011

Issued by: Tariff Administrator  
22001 Loudoun County Parkway  
Ashburn, VA 20147

OPERATOR SERVICES INFORMATIONAL TARIFFINFORMATIONAL TARIFF  
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OPERATOR SERVICES INFORMATIONAL TARIFF

CONCURRING, CONNECTING, OR OTHER PARTICIPATING CARRIERS

Concurring Carriers

None

Connecting Carriers

None

Other Participating Carriers

All local exchange carriers who have switched  
access tariffs on file under Part 69 of the  
Federal Communications Commission's Rules and Regulations.

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OPERATOR SERVICES INFORMATIONAL TARIFFAPPLICATION OF TARIFF

This tariff contains the regulations and rates governing the relationship between Teleconnect Long Distance Services & Systems Company (Teleconnect) and its Customers in the provision of Operator Service between interstate points within the U.S. Mainland, and to Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands and the international locations, and from Canada to U.S. Mainland locations, served by Teleconnect and its concurring, connecting, and other participating carriers between, among, and beyond the cities, locations, service areas, and countries that Teleconnect serves. This is an informational tariff only, filed pursuant to the requirements of Telephone Operator Consumer Improvement Act of 1990 [Public Law 101-435, 104 stat. 986 (1990)]. The terms and conditions of this tariff are advisory only and do not control the offering of service and may change from time to time at the sole discretion of the Carrier.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION A  
DEFINITION OF TERMS

1. Carrier or Company: Teleconnect Company or Telecom\*USA, unless specifically stated otherwise.
2. Chargeable Time: For billing purposes calls are charged from the time the connection between the calling party and the called party is established. The time at the beginning of each minute of the connection determines the applicable rate period. Chargeable Time ends when the calling station hangs up.
3. Client or Aggregator: The person, Company, firm, corporation or other entity that, in the ordinary course of its operation, makes telephones available to the public or to transient users of its premises and, pursuant to agreements reached with the Carrier, has configured its terminal equipment such as a PBX or similar switching vehicle, to direct an End User's operator assisted or credit card dialed interexchange telecommunications, to the Carrier's Alternative Billing Communications Service.
4. Customer or Subscriber: The person, Company, firm, corporation or other entity that orders or uses the Carrier's service, or is responsible for the payment of charges and compliance with tariff regulations.
5. End User: The person, Company, firm, corporation or other entity that originates interexchange calls from Client or Aggregator.
6. Point of Destination: The telephone number called.
7. Point of Origination: The station (telephone) from which the Customer initiates a call through the Carrier's switch.
8. Recognized Holidays: New Year's Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION B  
RULES AND REGULATIONS1. General Description of Service

Carrier is a resale common carrier providing interstate communications service to customers for their direct transmission and reception of voice or data telecommunications within the contiguous United States and to Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands.

2. Limitations

## a) With regard to the services provided under this tariff:

1. Service is offered subject to the availability of facilities and the provisions of this tariff. Notwithstanding any other provision in this tariff or in any contract that incorporates the tariff, in whole or in part, the Company may (a) deny customer requests for services or facilities and thereby limit or allocate its furnishing of such services or facilities, or (b) limit or allocate the facilities available to, or capacity utilized by, any particular service, service option, or class of service in aggregate, if necessary, in order to: (i) manage its network in an efficient manner; (ii) meet reasonable customer service expectations; and, (iii) furnish service to existing and future customers based on current and projected available capacity, taking into account forecasted customer requirements.

2. The Company's obligation under this tariff is to furnish service consisting of facilities and equipment that is exclusively of the Company's choosing. Unless otherwise provided for in this tariff or in any other contract pertaining to service provided under this tariff, the Company may substitute facilities or equipment used to furnish service, or substitute comparable service for any service furnished under this tariff, at any time.

b) Teleconnect reserves the right to discontinue furnishing services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond Teleconnect's control include, but are not limited to, a customer's having call volume or a calling pattern that results, or may result, in network blockage or other service degradation which adversely affects service to the calling party, the customer, or other customers of Teleconnect. Teleconnect also reserves the right to discontinue furnishing services or billing options, upon written notice, when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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OPERATOR SERVICES INFORMATIONAL TARIFF2. Limitations (Continued)

c) Without notice to the customer, the Company may block traffic to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its service or to prevent the use of its services in a manner that the Company determines to be in violation of this tariff or when the customer's call volume or calling pattern results, or may result, in the blockage of the Company's network or in the degradation of the Company's service. The Company will unblock service as soon as it can without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that was deactivated. Whenever call blocking occurs on lines presubscribed to the Company, customers or former customers will be unable to make calls via any Company Carrier Identification Code or via any Carrier Identification Code of Company affiliates MCI WORLDCOM Communications, Inc. and Teleconnect Company. In order to control fraud, Teleconnect may refuse to accept Calling Card, Collect Calling and/or Third Number Calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, including all or part of the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

d) Teleconnect reserves the right to discontinue the use of any code provided to a customer of its Travel Calling Services and to substitute another code for such customer's use. Nothing herein, or in any other provision of this tariff, or in any marketing materials issued by the company shall give any person any ownership interest or proprietary right in any given Teleconnect code; provided, however, that a customer that continues to subscribe to Teleconnect's Travel Calling Services will be provided a replacement code in the event such customer's initial code is canceled.

e) A customer shall not use any service mark or trade mark of Teleconnect or refer to Teleconnect in connection with any product, equipment, promotion or publication of the customer without the written approval of Teleconnect.

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OPERATOR SERVICES INFORMATIONAL TARIFF2. Limitations (Continued)

f) To the extent applicable, Teleconnect services will be subject to the conditions set forth in the Truth in Lending Act, Reg Z, 12 C.F.R. §226(1991).

g) Calls may not be placed using a Local Exchange Carrier's calling card whenever there is no obligation on the part of the Local Exchange Carrier issuing the calling card to invoice such calls on the Company's behalf. In addition, calls may not be placed or received using 10XXX dialing, collect or third party calling conventions whenever: (i) there is no obligation on the part of the serving Local Exchange Carrier to perform billing and collection on behalf of the Company (or, where such an obligation exists, the Carrier fails to discharge it properly); (ii) the serving Local Exchange Carrier fails to furnish, or provides untimely or inadequate, billing name and address (BNA) to the Company; or, (iii) the serving Local Exchange Carrier fails to furnish timely or adequate ANI installation and disconnect (CARE) information to the Company. For purposes of this provision, call blocking will occur whenever the Company is unable to recover at least 60 percent of its billable revenues from customers within a Local Exchange Carrier service area during any monthly billing period as the result of unavailable, untimely or inadequate billing and collections, or as the result of unavailable, untimely or inadequate BNA or CARE information.

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OPERATOR SERVICES INFORMATIONAL TARIFF3. Terms and Conditions

- a) Except if otherwise provided elsewhere in this tariff, service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than 30 days' notice to the Company from the date of postmark on the letter giving notice of cancellation.
- b) Service is offered on a metered use basis, 7 days per week, 24 hours per day.
- c) For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- d) The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service
- e) A customer shall not: (i) use any service mark or trade mark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (ii) refer to the Company or any of its affiliated companies in connection with any product, equipment, offering, promotion or publication of the customer or of a third party on behalf of or with the authorization of the customer, without the written approval of the Company and its pertinent affiliated company. Customer agrees that: (i) any use of Company mark(s) by it is for the benefit of the Company; (ii) all good will resulting therefrom vests solely in the Company; and, (iii) it will neither have nor make any claim in or to such mark(s).
- f) The customer agrees to operate Teleconnect-provided equipment in accordance with instructions of Teleconnect or Teleconnect's agent. Failure to do so will void Teleconnect liability for interruption of service and may make customer responsible for damage to equipment.
- g) Customer agrees to return to Teleconnect all Teleconnect-provided equipment delivered to customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reimburse Teleconnect, upon demand, for any costs incurred by Teleconnect due to customer's failure to comply with this provision.

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OPERATOR SERVICES INFORMATIONAL TARIFF4. Liability

a) Except for granting credit allowances for interruptions of service as provided for herein, Teleconnect shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; preemption of existing services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; and any law, order, regulation or other action of any governing authority or agency thereof.

b) Teleconnect's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. Teleconnect's liability, if any, with regard to the delayed installation of Teleconnect facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, and subject to the provisions following, Teleconnect's liability, if any, shall be limited to an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made. With respect to the routing of calls by Teleconnect to public safety answering points or municipal emergency service providers, Teleconnect's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the customer as the direct result of Teleconnect's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.

The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for the interruption of service. In no event shall the Company be liable to the customer for any indirect, special, incidental, consequential, exemplary or punitive loss or damage of any kind, including lost profits (whether or not the Company has been advised of the possibility of such loss or damages) by reason of any act or omission in its performance under this tariff.

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OPERATOR SERVICES INFORMATIONAL TARIFF4. Liability (Continued)

c) Teleconnect shall be indemnified, defended, and held harmless by the customer or by others authorized to use the service against all claims of loss or damage arising from the use of service furnished under this tariff, including:

1. claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Teleconnect service; and
2. patent infringement claims arising from combining or connecting Teleconnect service with apparatus and systems furnished by the customer or others; and
3. all other claims arising out of any act or omission of the customer or others.

d) Teleconnect shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Teleconnect services.

e) Teleconnect does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and user shall indemnify and hold Teleconnect harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by Teleconnect at such locations.

f) Teleconnect is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service, or the attachment to service by Teleconnect of instruments, apparatus and associated wiring on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of Teleconnect negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teleconnect.

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OPERATOR SERVICES INFORMATIONAL TARIFF4. Liability (Continued)

g) Teleconnect shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Carrier. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Teleconnect service, that the signals emitted into Teleconnect's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth below, and that the signals do not damage Teleconnect equipment, injure its personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teleconnect will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Teleconnect equipment, personnel, or the quality of service to other customers, Teleconnect may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Teleconnect may, upon written notice, terminate the customer's service without liability.

5. Cancellation of Service by Customers

- a) The customer may cancel service by giving notice, preferably in writing, up to the day cancellation is requested.

The Carrier will have up to thirty (30) days from the date of customer notification to complete the service disconnection. Any usage or recurring rates and charges incurred will be billed regardless of the customer's requested disconnect date.

Where the Carrier's service requires the use of a dedicated service line or special access line the customer must request disconnection one month prior to the date on which service is to be discontinued.

- b) If the customer orders service which requires special construction or special facilities dedicated to the customer's use and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and Carrier. A charge will be made to the customer for the nonrecoverable portions of the expenditures or liabilities incurred expressly on behalf of the customer by the Carrier and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

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OPERATOR SERVICES INFORMATIONAL TARIFF6. Use of Service

a) Service furnished by Teleconnect may be used for one or more of the following:

1. for the transmission of communications by the customer.
2. for the transmission of communications to or from an authorized user or joint user.
3. for the transmission of communications to or from a customer of another common carrier, which has subscribed to Teleconnect's communications services for purposes of resale.

b) Service furnished by Teleconnect may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:

1. One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of its own. The customer must specifically name all joint users or authorized users in the Application for Service. Orders which involve the start, rearrangement or discontinuance of joint use or authorized use service will be accepted by Teleconnect only from that customer and will be subject to all regulations of this tariff.
2. All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the company each joint user or authorized user shall be liable to the company for all charges incurred as a result of its use of Teleconnect's Service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer. The customer shall be responsible for allocating charges to each joint user or authorized user.

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OPERATOR SERVICES INFORMATIONAL TARIFF6. Use of Service (Continued)

- c) Directory Assistance is available to Teleconnect's customers. An undiscountable charge of \$3.49 will be applied to each call for information as to any telephone number in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and CNMI. Up to two requests may be made on each call to Directory Assistance.

The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Directory Assistance calls will not count toward, nor be calculated as part of, the Volume Discounts offered under Teleconnect's services.

A credit allowance will be given, the charge that would otherwise apply will be waived, when (1) the customer experiences poor transmission or is cut-off during the call to Directory Assistance, (2) the customer is given an incorrect telephone number by the Directory Assistance operator, or (3) the customer has inadvertently misdialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must notify his or her Customer Service Representative.

- d) Service furnished by Teleconnect shall not be used:

1. For any unlawful purpose.
2. For any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier or being a resale common carrier or an entity which resells Teleconnect service as part of an enhanced communications service or an electronic information service. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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OPERATOR SERVICES INFORMATIONAL TARIFF6. Use of Service (Continued)

## e) Use of Recording Devices

1. Teleconnect's services are not adapted to the use of recording devices and customers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. As used in this section, a "two-way conversation" is a telephone conversation between or among two or more parties.
2. A customer may use a recording device to record two-way conversations only if the customer complies with the requirements of this section and only if the customer is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
3. Restrictions. A customer may not record a two-way conversation unless the customer:
  - a) obtains the consent to the recording of all parties to the conversation prior to the recording either in writing, or verbally at the start of, and as part of, the recording; or
  - b) verbally notifies all parties to the conversation at the start of the conversation that the conversation will be recorded and records the verbal notification as part of the recording; or
  - c) uses a distinctive recorder tone, repeated at intervals of approximately fifteen seconds, to alert all parties to the conversation that a recording device is in use.

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OPERATOR SERVICES INFORMATIONAL TARIFF6. Use of Service (Continued)

## e) Use of Recording Devices (Continued)

4. Broadcast licensee exemption. Broadcast licensees are exempt from the restrictions set forth in this section when the licensee is recording the two-way conversation for broadcast and:
  - a) the licensee informs each party to the conversation that the licensee intends to broadcast the conversation; or
  - b) each party to the conversation is aware that the conversation will be broadcast; or
  - c) the other party or parties to the conversation may be presumed to be aware, from the circumstances of the conversation, that the conversation is likely to be broadcast; provided, that such awareness may be presumed only when the other party to the conversation is associated with the licensee (such as an employee or part-time reporter) or the other party or parties to the conversation originate the conversation and the conversation is obviously in connection with a program during which the licensee customarily broadcasts telephone conversations.
5. Other exemptions. A customer is exempt from the restrictions set forth above when:
  - a) recording incoming calls made to telephone numbers publicized for emergencies (such as 911) and outgoing calls made in immediate response to these incoming calls (including calls made to and from Department of Defense Command Centers and the Operations Center of the Nuclear Regulatory Commission);
  - b) recording calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests, and obscene calls) and outgoing calls made in immediate response to these calls (including calls referred to the U.S. Secret Service that threaten the safety and security of the President, his or her immediate family, and the White House); or
  - c) recording calls pursuant to an explicit and lawful order of a court issued pursuant to 18 U.S.C. Section 2516, as amended, or any equivalent successor provision.

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OPERATOR SERVICES INFORMATIONAL TARIFF6. Use of Service (Continued)

- f) 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 and compensation to payphone service providers for the use of their payphones to access the Company's service.
- g) A Customer acquiring operator services from Teleconnect who, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for placing interstate telephone calls must:
  - 1. post on or near the telephone instrument, in plain view of consumers
    - a) the name, address, and toll-free telephone number of the provider of operator services;
    - b) a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using the telephone; and
    - c) the name and address of the enforcement division of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services;
  - 2. ensure that each of its telephone presubscribed to a provider of operator services allows the consumer to use 800 and 950 access code numbers to obtain access to the provider of operator services desired by the consumer; and
  - 3. ensure that no charge by the entity to the consumer for using an 800 or 950 access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the presubscribed provider of operator services.
- h) It shall be the customer's obligation to furnish all information necessary for the Company to provide service to the customer.

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OPERATOR SERVICES INFORMATIONAL TARIFF7. Payment and Billing

- a) Service is provided and billed on a monthly basis. Long distance charges are billed in arrears and any recurring monthly charges are billed monthly in arrears.
- b) Bills are payable within 30 days of the invoice date. Interest at a rate of 1.5 per cent per month or the highest rate lawfully allowed will be charged on any amount unpaid after 30 days from the invoice date.
- c) The customer is responsible for payment of all charges for service furnished to the customer. Charges for installations, moves and rearrangements are payable upon demand by the Carrier.
- d) The security of the customer's authorization code is the responsibility of the customer. All calls placed will be billed and must be paid by the customer.
- e) The Carrier reserves the right to examine the credit record of an applicant or customer. A customer whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the carrier before service is restored. In addition, the carrier may require a security deposit from the discontinued customer desiring to reestablish service, equal up to two (2) times the amount of the customer's estimated monthly billing, or at such level as allowed by a governmental or regulatory agency having jurisdiction over the Carrier's customer deposit regulations, if any.

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OPERATOR SERVICES INFORMATIONAL TARIFF7. Payment and Billing (Continued)

- f) Applicants or customers whose financial condition is unknown or is unacceptable to the carrier, or is not a matter of general knowledge, may be required to make a deposit, in cash or the equivalent of cash, of up to an amount equal to two (2) times the customer's estimated monthly billing or at such level as allowed by a governmental or regulatory agency having jurisdiction over the Carrier's customer deposit regulations, if any. Teleconnect may refuse to furnish service(s) under this tariff if the customer owes any Teleconnect affiliate for tariffed service(s) provided to the customer by an affiliate. Such applicants or customers may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of Teleconnect's charges for its services as Teleconnect may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customers' assets, and similar arrangements.<sup>1</sup> The required deposit or other security may be increased or decreased by Teleconnect as it deems appropriate in the light of changing conditions. Teleconnect may also establish toll usage limits for applicants for service or existing customers whose financial condition cannot be verified or is otherwise unacceptable to Teleconnect. In addition, Teleconnect shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In lieu of cash or cash-equivalent security deposits and/or toll usage limits, Teleconnect may, at its sole discretion, require from the customer a commercial credit card account number to which future usage can be charged. Also, Teleconnect reserves the right to cease accepting and processing service orders after it has requested a security deposit or commercial credit card account number and prior to the customer's compliance with this request.
- g) In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by Teleconnect, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Teleconnect service in question is provided. At Teleconnect's option, such deposit may be refunded to the customer's account at any time. Also, Teleconnect reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with this request.
- h) For the purpose of billing, the start of service is the day of installation of the Carrier's service. The end of service date is the last day of the minimum notification for cancellation, or any portion of the last day, after receipt by the Carrier of notification of cancellation.

<sup>1</sup> When billing and collection is performed on Teleconnect's behalf by a local exchange carrier, the security deposit requirements set forth in the local tariff of the local exchange carrier will apply to the customer's Teleconnect service, in lieu of the provisions contained in this tariff.

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OPERATOR SERVICES INFORMATIONAL TARIFF7. Payment and Billing (Continued)

- i) In the event of a billing dispute between the customer and the Carrier for service furnished to the customer, which cannot be settled to mutual satisfaction, the customer may request, and the Carrier will comply with the request, a detailed review of the disputed amount. In this event the undisputed amount and any subsequent billing must be paid on a timely basis as prescribed in this tariff.
- j) Recovery of Collection Costs
  - 1. Non-Residential Service: If the Company incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company by a non-Residential Service customer, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
  - 2. Residential Service: If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company by a Residential Service customer, the customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- k) If a customer whose account has been closed has a credit balance showing, Teleconnect will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If Teleconnect is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, Teleconnect will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the customer requests a refund or the balance is exhausted.

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OPERATOR SERVICES INFORMATIONAL TARIFF7. Payment and Billing (Continued)

- l) Promotional and other credits offered by Teleconnect in marketing of its services cannot be assigned, but must be used by the person to whom they were offered and who earned them in strict accordance with the terms of the offer.
- m) All charges for services are exclusive of applicable federal, state, and local sales, use, excise, utility and gross receipts taxes, other tax-like charges and tax-related surcharges as provided in this tariff, which customer agrees to pay. Taxes based on Teleconnect's net income shall be the sole responsibility of Teleconnect. In the event that the customer provides Teleconnect with a duly authorized exemption certificate, Teleconnect agrees to exempt the customer in accordance with law, effective on the date the exemption certificate is received by Teleconnect.
- n) In the event that a customer has been awarded a promotional credit for subscribing to Teleconnect service and does not use the service within 12 months following the date of the customer's service order, Teleconnect will cancel the credit from the customer's account.
- o) Provision Taxes and Fees:
  - 1. Local Taxes: Any assessments, franchise fees, privilege, license, occupation excise or any other similar taxes or fees, whether in a lump sum or at a flat rate, or based upon receipts, sales or other utility property units imposed upon the Company by any governmental authority, shall be added pro rata insofar as practical, to the rates and charges stated herein, in amounts which in the aggregate for the Carrier's customers of any political entity shall be equal to the amount of any such tax upon the carrier. The Carrier shall, so long as such tax or fee is in effect add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Carrier for each customer, add a sufficient amount to recover any such tax or fee.
  - 2. The Company's rates and charges for services are exclusive of the following charges that will be assessed:
    - a. applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;
    - b. any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;
    - c. other taxes;
    - d. tax-like charges to recover amounts the Company is required by a governmental or quasigovernmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs;
    - e. other tax-like charges; and

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- f. a tax-related surcharge imposed on all charges (net of bad debts) for outbound service originating in, or inbound service terminating in, a jurisdiction which levies, or asserts a claim of right to levy:
    - 1. a gross receipts tax, a license tax, or other tax like charge on the Company's operations in that jurisdiction based on the Company's gross receipts, revenues or operations in that jurisdiction; or
    - 2. a tax on interstate access charges incurred by the Company for access to telephone exchanges in that jurisdiction based on the amount paid for interstate access charges in that jurisdiction; and
  - g. a tax-related surcharge in addition to the other charges for service, based on billing availability, equal to 2.5 percent of the total interstate and international charges (including usage and nonusage) after the application of applicable discounts and credits, which allows the Company to recover a portion of the property tax that it pays to state and local jurisdictions.
- 3. All taxes, tax-like charges, and tax-related surcharges are referred to collectively as "Tax(es)." The Company may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. The Customer agrees to pay all Taxes imposed. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the amounts collected were retained by the Company or if they were delivered to the jurisdiction and returned to the Company, or it will negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.
  - 4. If a Customer provides the Company with a duly authorized tax exemption certificate, the Company will exempt the Customer in accordance with law, effective on the date the Company receives the certificate.
  - 5. Taxes based on the Company's net income will be the Company's sole responsibility.
  - 6. If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, customer will provide the Company with official tax certificates documenting remittance of the taxes. The tax certificates will be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against the Company's U.S. corporation income tax, and will be accompanied by an English translation. Upon receipt of the tax certificate, the Company will issue the Customer a credit for the amounts represented thereby.

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OPERATOR SERVICES INFORMATIONAL TARIFF7. Payment and Billing (Continued)

- q) If billing systems or other support is not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharged, or other charge element as soon as it is capable of doing so.
- r) Service-related credit amounts due the customer that are related to, or based on, service usage will be applied before the application of taxes and the Federal Universal Service Fee; and service-related credit amounts due the customer that are not related to, or based on, service usage will be applied after the application of taxes and the Federal Universal Service Fee.

8. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

9. Inspection, Testing & Adjustment

- a) The Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied within the installation, operation or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time as necessary without penalty to itself, because of departure from any of these requirements.
- b) Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier by the customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Carrier.

10. Cancellation for Cause by Teleconnect

- a) Teleconnect may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability:
  - 1. Immediately and without notice if Teleconnect deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. Teleconnect may discontinue service pursuant to this section if:
    - a) The customer refuses to furnish information to Teleconnect regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
    - b) The customer provided false information to Teleconnect regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of Teleconnect service(s); or
    - c) The customer states that it will not comply with a request of Teleconnect for security for the payment for service(s) in accordance with this tariff;

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OPERATOR SERVICES INFORMATIONAL TARIFF10. Cancellation for Cause by Teleconnect (Continued)

- d) The customer has been given written notice by Teleconnect of any past due amount (which remains unpaid in whole or in part) for any of Teleconnect's other common carrier communications services to which the customer either subscribes or had subscribed or used; or
- e) The customer either (1) accesses Teleconnect service by dialing any of its random access code, or any other Teleconnect carrier identification code, or (2) having presubscribed to Teleconnect's Basic Direct Dialing Service has had its account(s) canceled and has been removed from Teleconnect's billing system and is being billed for its subsequent use of Teleconnect's network by the local exchange carrier, and either refuses to pay when billed for Teleconnect service(s) or indicates to Teleconnect or its billing entity that it will not pay for Teleconnect service(s) used by it; or
- f) A subscriber who accesses service by use of an authorization code has not used the service (with the exception of calls to Directory Assistance) for 90 days. In such case, Teleconnect will deactivate his or her code to reduce the danger of abusive use. If he or she wishes to renew usage of the service (e.g., upon returning to a vacation home), Teleconnect will promptly supply a new code. This provision does not apply to customers of Teleconnect Basic Direct Dialing Service in central offices where equal exchange access is available; or
- g) The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- h) The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - 1. Using or attempting to use service by rearranging, tampering with, or making connections to Teleconnect's service not authorized by this tariff; or
  - 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - 3. Any other fraudulent means or devices; or

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OPERATOR SERVICES INFORMATIONAL TARIFF11. Terminal Equipment (Continued)

- c) When services using local exchange carrier voice grade facilities are terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the minimum protective criteria set forth below:
1. When the facilities furnished under this tariff are used in common with local exchange carrier services, it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to local exchange carrier lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by Teleconnect for each application, to be consistent with the signal power allowed on the telecommunications network.
  2. To protect the telecommunications services from interference at frequencies which are about the band of service provided, Teleconnect will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications system at the point of termination to insure that the input to local exchange carrier facilities does not exceed the limits indicated:
    - a. the power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 Db below the power of the signal as specified herein.
    - b. the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
    - c. the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
    - d. the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
    - e. the power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.
  3. Where there is connection via customer-provided terminal equipment or communications system to a Message Telecommunications Service or a WATS service to prevent the interruption or disconnection of all call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time has energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION C  
SERVICE DESCRIPTIONS

1. Operator Services: The Carrier provides the Customer and End User operator services on a per call service charge basis. In addition to the per call service charge, applicable usage rates apply. In Client or Aggregator locations, the Carrier may assess and bill on behalf of the Client or Aggregator property imposed fees or charges as specified in this tariff.

The Carrier's operator services are accessed by the Customer or End User dialing in accordance with the dialing patterns prescribed by the North American Numbering Plan using the zero (0) digit. In Client or Aggregator locations, the End User dialing pattern used to access the Carrier's operator services may be determined by the Client's or Aggregator's terminal equipment.

The Carrier's operator services are accessible on a 24 hours per day, seven days per week basis. The Carrier's operator services allow the Customer or End User to originate calls in all exchange locations served by the Carrier.

Call rates and charges and applicable services charges will be assessed to the call originator, the called party, or a third party based upon the call type initiated by the call originator and the appropriate acknowledgement of other parties and billing vehicle validation, where applicable. The use of the Carrier's operator services allows the Customer or End User to select from the special call handling or billing arrangements specified herein.

- a) O+ Station-to-Station Collect Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits but requires live operator intervention to capture the billing instructions and called party acknowledgement of responsibility for charges.
- b) O- Station-to-Station Collect Service is provided where the Customer or End User accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) the called number destination digits and to capture the billing instructions and called party acknowledgement of responsibility for charges.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION C  
SERVICE DESCRIPTIONS (Continued)1. Operator Services: (Continued)

- c) O+ Station-to-Station Third Number Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number designation digits but requires live operator intervention to capture billing instructions and the acknowledgement of the third party's (not the called party's) responsibility for charges.
- d) O- Station-to-Station Third Number Billed Service is provided where the Customer or End User accesses the Carrier's operator service and requires live operator intervention for the purposes of outpulsing (dialing) of the called number destination digits and to capture the billing instructions and the acknowledgement of the third party's (not the called party's) responsibility for charges.
- e) O++ Station-to-Station Calling Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits and enters the calling card number recognized by the Carrier to which charges shall be assessed without the need for live operator intervention.
- f) O+ Station-to-Station Calling Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits but requires live operator intervention for the purpose of establishing with the Carrier or calling card number recognized by the Carrier to which charges shall be assessed.
- g) O- Station-to-Station Calling Card Service is provided where the Customer or End User accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) of the called party destination digits and to establish with the Carrier the calling card number recognized by the Carrier to which charges shall be assessed.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION C  
SERVICE DESCRIPTIONS (Continued)1. Operator Services: (Continued)

- h) O+ Person-to-Person Collect Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits and requires live operator intervention to capture billing instructions and the acknowledgement of a specific person or party as identified by the Customer or End User that call charges shall be applied to the called number.
- i) O- Person-to-Person Collect Service is provided where the Customer or End User accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) the called number destination digits and to capture billing instructions and the acknowledgement of a specific person or party as identified by the Customer or End User that call charges shall be applied to the called number.
- j) O+ Person-to-Person Third Number Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits but requires live operator intervention to capture billing instructions and the acknowledgement of the third party's (not the called party's) responsibility for charges and the acknowledgement of receipt of the call by a specific person or party as identified by the Customer or End User.
- k) O- Person-to-Person Third Number Billed Service is provided where the Customer or End User accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) of the called numbers destination digits and to capture the billing instructions and the acknowledgement of the third party's (not the called party's) responsibility for charges and the acknowledgement of receipt of the call by a specific person or party as identified by the Customer or End User.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION C  
SERVICE DESCRIPTIONS (Continued)1. Operator Services: (Continued)

- l) O+ Person-to-Person Calling Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits but requires live operator intervention for the purposes of establishing with the Carrier the calling card number recognized by the Carrier to which charges shall be assessed and the acknowledgement of receipt of the call by a specific person or party as identified by the Customer or End User.
- m) O- Person-to-Person Calling Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) of the called number destination and for the purposes of establishing with the Carrier the Calling Card number recognized by the Carrier to which charges shall be assessed and the acknowledgement of receipt of the call by a specific person or party as identified by the Customer or End User.
- n) O+ Station-to-Station Credit Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits but requires live operator intervention for the purposes of establishing with the Carrier the commercial credit card<sup>1</sup> billing vehicle accepted by the Carrier to which charges shall be assessed.
- o) O- Station-to-Station Credit Card Billed Service is provided where the End User or Customer accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) the called number destination and to establish with the Carrier the commercial credit card<sup>1</sup> billing vehicle accepted by the Carrier to which charges shall be assessed.

<sup>1</sup> Effective November 1, 2011, for operator assisted calls made via an automated or live operator, payment by commercial credit card to the automated or live operator will no longer be available.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION C  
SERVICE DESCRIPTIONS (Continued)1. Operator Services: (Continued)

- p) O+ Person-to-Person Credit Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and dials the called number destination digits but requires live operator intervention for the purposes of establishing with the Carrier the commercial credit card<sup>1</sup> billing vehicle accepted by the Carrier to which charges shall be assessed and the acknowledgement of receipt of the call by a specific person or party identified by the Customer or End User.
- q) O- Person-to-Person Credit Card Billed Service is provided where the Customer or End User accesses the Carrier's operator services and requires live operator intervention for the purposes of outpulsing (dialing) of the called number destination and for the purposes of establishing with the Carrier the commercial credit card<sup>1</sup> billing vehicle accepted by the Carrier to which charges shall be assessed and the acknowledgement of receipt of the call by a specific person or party as identified by the Customer or End User.

<sup>1</sup> Effective November 1, 2011, for operator assisted calls made via an automated or live operator, payment by commercial credit card to the automated or live operator will no longer be available.

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OPERATOR SERVICES INFORMATIONAL TARIFFSECTION D  
RATES1. Usage Charges and Surcharges:

Applicable usage charges and surcharges for domestic calls can be ascertained by calling Verizon Business Customer Service, except that for domestic Operator Services calls billed from a Client or Aggregator location, the rate and surcharges described in section D.1.a below will apply. Applicable usage charges and surcharges for international calls can be found in Teleconnect Tariff FCC No. 3 or by calling Verizon Business Customer Service.

- a) For domestic Operator Services calls billed from a Client or Aggregator location, a per-minute rate of \$1.15 will apply.
- b) Per Call Service Charges: The following charges apply on a per-call basis when completed with the assistance of an operator, including calls to Directory Assistance, except for operated assisted calls which are set forth elsewhere in this tariff:

	<u>Per Call Charge</u>
Operator Station	\$6.50
Operator Station Collect	6.50
Person-to-Person	7.00
Person-to-Person Collect	7.00
Third Party Billed-Private Phone Only	6.50
Local Exchange Carrier Card/Commercial Credit Card <sup>1</sup>	6.50
Operator Dialed	1.55
Coin-Sent-Paid Operator	1.95

- c) Casual Caller Charges: For calls which are completed with the assistance of a Company operator which originate in the U.S. Mainland and Hawaii and terminates in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and CNMI, \$1.15 per minute usage charge and the following per-call surcharges, based on call type, apply, except that an additional \$3.50 per-call surcharge applies to calls placed by customers who access Company service by dialing 1010826:

<u>Call Type</u>	<u>Surcharge</u>
Operator Station	\$6.50
Operator Station Collect	6.50
Person-to-Person	12.50
Person-to-Person Collect	12.50
Third Party Billed-Private Phone Only	6.50
Local Exchange Carrier Card/Commercial Credit Card <sup>1</sup>	6.50
Operator Dialed	1.55
Coin-Sent-Paid Operator	1.95

<sup>1</sup> Effective November 1, 2011, for operator assisted calls made via an automated or live operator, payment by commercial credit card to the automated or live operator will no longer be available.

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OPERATOR SERVICES INFORMATIONAL TARIFF2. Property Imposed Fee:

A pass-through charge billed on behalf of the Client or Aggregator may be assessed to each call completed by the Carrier.

Per Call

Property Imposed Fee

Up to \$5.00

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