

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

TARIFF FCC NO. 2  
2<sup>ND</sup> REVISED TITLE PAGE  
CANCELS 1<sup>ST</sup> REVISED TITLE PAGE

RESALE COMMON CARRIER SERVICE

REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO  
TELECONNECT LONG DISTANCE SERVICES & SYSTEMS COMPANY OR ANY SUCCESSOR ENTITY

RESALE COMMON CARRIER

TELECOMMUNICATIONS SERVICE BETWEEN, AMONG, AND BEYOND THE POINTS LISTED HEREIN FOR  
SERVICE PROVIDED 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.

RESALE COMMON CARRIER SERVICES ARE FURNISHED BY MEANS OF WIRE, FIBER OPTICS OR ANY  
OTHER SUITABLE TECHNOLOGY, RADIO, OR A COMBINATION THEREOF. N  
N

Original tariff effective date January 1, 2006.

N

Issued: October 31, 2011

Issued by: Vice President, Federal Regulatory  
1300 I Street NW  
Washington, DC 20005

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## RESALE COMMON CARRIER SERVICE

CHECK SHEET

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>
Title	2		21	Original
1	35	*	22	Original
2	33	*	23	Original
3	1		24	Original
4	Original		25	1
5	2		26	1
6	Original		26.1	1
7	Original		26.2	Original
8	Original		27	Original
9	Original		28	Original
10	1		29	Original
11	1		30	Original
12	Original		31	Original
13	Original		32	Original
14	Original		33	Original
15	Original		34	Original
16	Original		35	Original
17	Original		36	Original
18	1		37	Original
19	Original		38	Original
20	Original		39	Original

\* Indicates new or revised page.

## RESALE COMMON CARRIER SERVICE

CHECK SHEET

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
40	Original	61	3
41	Original	62	4
42	Original	63	1
43	Original	64	Original
44	Original	65	Original
45	Original	66	Original
46	Original	67	Original
47	Original	68	Original
48	2	69	Original
49	23	70	Original
50	Original	71	1
51	7	72	1
52	Original	73	1
53	Original	74	Original
54	Original	75	Original
55	3	76	Original
56	2 *	77	Original
57	2	78	Original
58	Original		
59	Original		
60	2		

\* Indicates new or revised page.

## RESALE COMMON CARRIER SERVICE

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>	
Check Sheet	1	N
Table of Contents	3	N
Concurring, Connecting or Other Participating Carriers	5	
Symbols, Reference Marks and Abbreviations	5	
Application of Tariff	5	
<u>Definitions of Terms (Section A)</u>	6	
<u>Rules and Regulations (Section B)</u>	10	
General Description of Service	10	
Limitations	10	
Terms and Conditions	13	
Liability	14	
Cancellation of Service by Customers	16	
Use of Service	17	
Payment and Billing	22	
Cancellation for Cause by Teleconnect	27	
Inspection, Testing, and Adjustment	27	
Restoration of Service	27	
Terminal Equipment	29	
Allowance for Interruptions	32	
Obligation of the Carrier - Service Quality Commitment	33	
<u>Service Description (Section C)</u>	35	
Types of Service	35	
Basic Direct Dialing Service (Interim Dial-1 Service)	35	
Enhanced Services	37	
Special Promotional Offerings	38	
Casual Caller Service	38	
1010321 Calling	39	
1010220 Calling	39	
1010987 Calling	39	
Directory Assistance	39	
Accessing Service	40	
Availability of Service	42	

## RESALE COMMON CARRIER SERVICE

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
<u>Rates and Charges (Section D)</u>	48
Directory Assistance Charge	18
General Charges	48
Call Rates and Charges	50
Operator Service	54
Operator Assistance Charge	55
Casual Caller Service	56
Enhanced Services Rates and Charges	58
Reestablishment of Service Charge	59
1010321 Calling	60
1010220 Calling	61
1010987 Calling	62
Personal Plan 800	63
<u>Special Service (Section E)</u>	64

ALL MATERIAL ON THIS PAGE IS NEW.

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## RESALE COMMON CARRIER SERVICE

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

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Concurring Carriers

None

Connecting Carriers

None

Other Participating Carriers

None

SYMBOLS, REFERENCE MARKS AND ABBREVIATIONS

T

R	to signify reduced rates
I	to signify increased rates
C	to signify changed regulation
T	to signify a change in text but no change in rate or regulation
S	to signify reissued material
N	to signify new rate or regulation
Z	to signify a correction
M	to signify matter relocation without change
D	to signify discontinued rate or regulation

APPLICATION OF TARIFF

This tariff contains the regulations and rates governing the relationship between Teleconnect, Inc., or any successor entity, and its customers in the provision of resale common carrier 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 (CNMI).

In the event the Company is unable to file and implement modifications of this tariff because the Federal Communications Commission (FCC) is unavailable to serve as the repository for the tariff, the terms and conditions, including rates and charges, set forth in the filed and effective tariff at the time the FCC becomes unavailable to serve as the tariff's repository shall remain in full force and effect during the period of the FCC's unavailability, and customers shall be obligated to comply fully with said tariff in all respects.

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## RESALE COMMON CARRIER SERVICE

SECTION A - DEFINITION OF TERMSACCESS LINE

A dedicated arrangement from the local telephone company or common carrier which connects a customer location to Carrier's location or switching center.

ACCOUNT CODE

A three (3) digit code entered by the caller to associate the telephone call with a particular department, project, cost center or client.

AUTHORIZATION CODE

A numerical code, one or more of which are assigned to a customer, to enable the Carrier to identify use of service on the customer's account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

BASIC SERVICE

The Carrier's message toll service offered to residential and commercial or business customers under this tariff.

CARRIER

Teleconnect Long Distance Services & Systems Company (Teleconnect), or any successor entity, or Telecom\*USA, unless specifically stated otherwise.

CASUAL CALLER

Denotes any person who uses Company service from an equal access end office who does not have a current account with the Company for service subject to this tariff, to include: (i) any person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in Sections B-5 and B-10; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

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## RESALE COMMON CARRIER SERVICE

SECTION A - DEFINITION OF TERMS (Continued)CHARGEABLE TIME

For billing purposes calls are charged for from the time the connection between the calling party and the called party is established. connection is deemed to have been established upon hardware detected answer supervision signaling or upon software detected (voice activated) answer supervision. 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 and the carrier receives a disconnect signal from the local telephone company including call processing time not to exceed .3 of one minute. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network. See Section D, paragraph 1. c. regarding billing for calls which are allowed to ring or to answer busy for an extended period but are unanswered.

COMMERCIAL SERVICE

A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

COMPANY

Teleconnect Long Distance Services & Systems Company (Teleconnect), or any successor entity, or Telecom\*USA, unless specifically stated otherwise.

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## RESALE COMMON CARRIER SERVICE

SECTION A - DEFINITION OF TERMS (Continued)CUSTOMER OR SUBSCRIBER (Continued)CUSTOMER OR SUBSCRIBER

The person, firm, corporation or other entity which orders service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group -- and which is responsible for the payment of all charges and for compliance with Teleconnect, Inc., tariff regulations. The term "customer" also includes a person, firm, corporation or other entity that: (1) has not presubscribed to Teleconnect, Inc. service, but accesses Teleconnect, Inc. service by dialing any Teleconnect, Inc. carrier identification code; (2) makes telephones available to the public or to transient users of its premises through which Teleconnect, Inc. service is accessible by the public by the dialing any Teleconnect, Inc. carrier identification code, e.g., a private payphone provider; (3) has not presubscribed to Teleconnect, Inc. service, but accepts charges for a collect or third party call carried by Teleconnect, Inc.; (4) charges a call to a Local Exchange Carrier or Telecom Canada calling card or to a commercial credit card at a phone presubscribed to Teleconnect, Inc. or at a phone not presubscribed to Teleconnect, Inc. but for which Teleconnect, Inc. service was accessed by dialing any Teleconnect, Inc. carrier identification code; (5) remains presubscribed to Teleconnect, Inc. service after its account(s) are removed from Teleconnect, Inc.'s billing system, subsequently continues to use Teleconnect, Inc.'s network, and is billed by a local exchange carrier, the Company, or its agents for such use. For billing purposes, a customer is considered to be an account; or (6) uses Teleconnect service (i) before Teleconnect receives and successfully acts upon information essential to provide billing information to the Teleconnect customer upon whom the person, firm, corporation or other entity using service relies for the acquisition of telecommunications service; or (ii) after the service disconnection of a Teleconnect customer upon whom the person, firm, corporation or other entity using service was reliant for the acquisition of telecommunications service.

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## RESALE COMMON CARRIER SERVICE

SECTION A - DEFINITION OF TERMS (Continued)OFF NET (DIAL UP) ACCESS LINE (ONAL)

A circuit which allows the customer to access the Carrier's long distance network by dialing a local 7-digit number.

POINT OF DESTINATION

The telephone number called.

POINT OF ORIGINATION

The station (telephone) from which the customer initiates a call through the Carrier's switch.

PREMISES

The space designated by the customer as his residence or place of business for termination of the carrier's service.

RECOGNIZED HOLIDAYS

New Years Day, July 4, Labor Day, Thanksgiving Day and Christmas Day.

RESIDENTIAL SERVICE

A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

VOLUME BILLING DISCOUNTS

For certain service offerings the Carrier may provide discounts based upon monthly usage billing volume. Such discounts may be cumulative or incremental in nature.

Cumulative discounting applies a usage level discount to total usage billed.

Incremental discounting applies specific discounts to each level of usage billed.

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## RESALE COMMON CARRIER SERVICE

SECTION 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.

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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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS2. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS2. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS3. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS4. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS4. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS4. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS6. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS6. 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. T

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.

## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS6. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS6. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS6. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. 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. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. 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.

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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.

RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS

7. Payment and Billing (Continued)

o) Provision Taxes and Fees (Continued):

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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)o) Provision Taxes and Fees (Continued):

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
  - 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 or right to levy;
    - i. 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
    - ii. 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 3.0 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.

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201 Spear Street, 9<sup>th</sup> Flr.  
San Francisco, CA 94105

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Transmittal #20

## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS7. Payment and Billing (Continued)o) Provision Taxes and Fees (Continued):

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.
- p) 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.
- q) 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.

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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS8. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS10. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS10. Cancellation for Cause by Teleconnect (Continued)

2. Immediately upon written notice to the customer of any sum thirty (30) days past due; or
3. Immediately upon written notice to the customer, after failure of the customer to comply with a request by Teleconnect for security for the payment of service in accordance with this tariff; or
4. Seven (7) days after sending the customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by Teleconnect pursuant to this section does not relieve the customer of any obligation to pay Teleconnect for charges due and owing for service(s) furnished up to the time of discontinuance.

11. Terminal Equipment

- a) Terminal equipment, such as teleprinters, handsets or data sets at the premises of the customer and connecting local channels between such premises and the network carrier involved, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.
- b) The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below, and does not interfere with services furnished to other customers. Additional protective equipment, where required, shall be at the customer's expense.

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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS11. 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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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS11. Terminal Equipment (Continued)

4. Where such customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated below:
- a) The maximum rms (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 ampere.
  - b) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
  - c) The conductor voltage shall be such that the conductor to ground voltage limit above preceding is not exceeded. If the signal source is not grounded, the voltage limit above preceding applies to the conductor to conductor voltage.
  - d) The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors are as indicated:

<u>for frequencies between</u>	<u>weighing factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

where f is the numerical value in Hertz, of the frequency component being weighted.

- d) The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. at his or her premises in the provision of the service described herein.

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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS12. Allowance for Interruptions

Except as provided for elsewhere in this tariff, the following credit allowances for interruptions of Teleconnect services will be made:

For all of Teleconnect's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in Teleconnect's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which can be remedied by redialing the call, and for all international calling by subscribers to these or other Teleconnect services:

- a) A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Teleconnect's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify his or her Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to Teleconnect, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Teleconnect. If the customer elects to use another means of communications after one of the above interruptions, or during a period when he or she is unable to place a call over Teleconnect, the customer must pay the charges for the alternative service used.
- b) Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for the entire call if it lasted less than three minutes. A customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if he or she reports the situation promptly to a Customer Service Representative.
- c) From time to time, the Company will grant credits against usage charges in an amount not to exceed \$7.00 per customer or account per monthly billing period whenever the company determines that such a credit is warranted due to considerations involving the delivery of past service to the customer or account receiving the credit.

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## RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS13. Obligation of the Carrier - Service Quality Commitment

In addition to the limitations of liability stated elsewhere in the Carrier's tariffs, the Carrier offers its customers a "Quality First Promise" under the terms and conditions stated herein:

- a) The "Quality First Promise" is offered to all customers subscribing to qualifying Carrier service(s) as described below after the effective date of this tariff provision. This offer includes existing customers who add qualifying additional service(s) and to new customers subscribing to such service(s).
- b) All qualifying new service(s) provided will include the Carrier's written "Quality First Promise" certificate which will be completed and signed by the Carrier's sales representative and left with the customer. It is the customer's responsibility to retain this certificate.
- c) If within sixty (60) days of utilization of the Carrier's qualifying tariffed service(s) the customer is not satisfied with the performance of the Company or quality of the service provided, the customer determines that he desires to terminate the Carrier's service(s), and the Carrier is so advised within thirty (30) days, subject to the conditions below the Carrier will:
  1. Return to the customer any of the Carrier's installation charges which were imposed at the initiation of the Carrier's service(s), which were subject to the "Quality First Promise".
  2. Reimburse the customer for one time or nonrecurring charges imposed by his former service provider (carrier) to reconnect his service to that carrier at the same level of service previously utilized, limited to 150 percent of the amount the Teleconnect Services would charge for similar installation or service initiation work.
  3. Limitation liability for damages and cost for lost time or time out of service are as provided for in this tariff.
- d) The customer will receive reimbursement as described above by submitting the "Quality First Promise: certificate which was provided upon initiation of service(s), along with copies of supporting invoices or documentation for reinstallation costs incurred, to the Carrier within thirty (30) days of notification of cancellation of Carrier's service(s). The Carrier's address for such submissions is: Teleconnect Quality First Promise, 50 International Drive, Greenville, South Carolina 29615. The Carrier will review and verify the documented cost information and provide appropriate reimbursement within forty-five (45) days of receipt of the certificate and billing invoice information.

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Ashburn, VA 20147

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RESALE COMMON CARRIER SERVICE

SECTION B - RULES AND REGULATIONS

13. Obligation of the Carrier - Service Quality Commitment (Continued)

- e) The "Quality First Promise" certificate submitted must be complete with authorizing signature of the individual who ordered the service(s) (customer) and the Carrier's sales representative who accepted the order for service(s).
- f) This commitment and provision is applicable to all services in the Carrier's tariffs unless otherwise designated therein and is not transferable.

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## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION1. Types of Service:

The Carrier furnishes long distance calling services as follows:

a) Basic Direct Dialing Service (Interim Dial-1 Service)

1. Interim Dial-1 Service is offered to residential and business customers. There is no monthly subscription fee. One authorization code is furnished with this basic service. Additional authorization codes are provided at rates shown in Section D, Rates and Charges. Volume billing discounts are applicable to the customer's total monthly billing as specified in Section D, Rates and Charges.

2. Each Interim Dial-1 Service customer is billed individually for each call placed through the carrier since the previous month's billing. Each call is measured and billed per minute or fraction thereof as described in Section A, Definition of Terms, Chargeable Time, preceding. (Fractional minutes are rounded up to the next minute). Minimum length of call is one minute. See Section D, Rates and Charges, for the applicable rate schedule.

3. Interim Dial-1 Service, excluding authorization codes, also applies to presubscribed customers who select the Company as their long distance carrier through a Local Exchange Carrier. Customers acquiring Interim Dial 1 Service may receive that service for a period of up to forty-five (45) days from the date of first service availability.

b) Travel Calling Service<sup>1</sup>

Travel Calling Services are available on an optional basis to all customers. Travel services are provided in conjunction with Interim Dial-1 Service.

<sup>1</sup> This service is available only to customers who enrolled prior to January 1, 1995.

ALL MATERIAL ON THIS PAGE IS NEW.

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION1. Types of Service (Continued)1. \*USA Card Travel Services<sup>1</sup>

\*USA Card Service provides access to the Carrier's network for call completion and certain special services through a 1-800 number provided by the carrier from all points in the continental United States. The USA\*Card Service is offered under two product types identified as Prestige\*USA Card and \*USA Card which are defined by the number of enhanced services available with each service type and the annual fee associated with each card.

The Prestige\*USA Card service is accessed by an inbound 800 service number provided by the Carrier. Access to the \*USA Card Service is also provided through an 1-800 number. The access numbers for the two services differ as defined by the Carrier and cannot be used interchangeably.

In accessing both services the subscriber will receive a prompt chime from the Carrier's switching equipment upon accessing the \*USA Card systems through the respective 800 numbers. The subscriber then must input the fourteen digit personal identification number (PIN) assigned by the carrier. When the subscriber's PIN has been verified as valid, the carrier's switch will return a prompt tone. The subscriber then has access to long distance services, including operator services and international calling. Access to the enhanced services offered through the Prestige\*USA Card Service or the \*USA Card Service is also available upon receipt of the prompt tone. If the subscriber fails to enter a PIN after the chime prompt has been generated or if the PIN entered is not recognized as valid, the Carrier's operator will intercept the call. The operator will assist in validating the subscriber's PIN or to complete the user's call as an operator treated call (e.g. collect or person-to-person) in the event the PIN is determined to be invalid. When the subscriber receives the valid code prompt tone calls may be placed by inputting 1+NPA+NXX+XXXX, NPA+NXX+XXXX, O+NPA+NXX+XXXX or 0- thereby accessing either direct dialed or operator treated calling. Access to enhanced services is provided through use of the "\*" key. The subscriber may "reoriginate" through the use of the "#" key. Reorigination allows the user to place additional calls upon the completion of a call or upon exiting the Carrier's enhanced services.

<sup>1</sup> This service is available only to customers who enrolled prior to January 1, 1995.

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## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION1. Types of Service (continued):c) Enhanced Services

1. Project Accounting - Project accounting is an optional arrangement which provides the customer with the capability to allocate his long distance billing to separate departments or cost centers. This arrangement is provided as Project Accounting Code (PAC) service.
  - a) PAC - PAC service provides multi-digit project accounting codes (2, 3 or 4 digit) which may be associated with the Carrier's basic service or authorization codes. A maximum of 9,999 codes may be utilized.
  - b) VPAC - VPAC is an enhanced project accounting code arrangement which provides improved security through validation of each account code to a customer specified code index before the long distance call is processed. Invalid codes will be blocked.
    - i. Standard VPAC - codes are assigned by the Carrier.
    - ii. Customized VPAC - the codes are selected by the customer. Customized VPAC is only available to accounts which bill \$2000 or more in usage per month.

ALL MATERIAL ON THIS PAGE IS NEW.

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## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION1. Types of Service (continued):c) Enhanced Services (continued)

2. Speed Number Service - An abbreviated dialing arrangement which provides the customer with the ability to call preselected locations by dialing a multi-digit code. A maximum of sixteen speed numbers is provided for each basic service number or authorization code to which Speed Number Service applies.
3. Management Report Service - provides the customer with various levels of billing detail related to his long distance service. Level 1 provides departmental billing and includes call detail and a departmental report. Level 2 provides called number analysis and includes detail by Area Code and summary by city called. Level 3 provides customized billing and is provided on a special quote basis. Special quotes will be filed in Section E, Special Services.

d) Special Promotional Offerings:

From time to time, Teleconnect may provide certain special promotional offerings to its customers. These offerings may be limited to certain dates, times, and locations. The specific rates, terms, and conditions applicable to each promotional offering will be described in Section E-4.

e) Casual Caller Service

Casual Caller Service is an outbound service that allows Casual Callers to originate interstate calls via local exchange carrier access facilities.

Directory Assistance is available.

The rates and surcharges in Section D.3 will apply.

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## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION1. Types of Service (Continued):f) 1010321 Calling

1010321 Calling is an outbound service that allows customers to originate interstate calls via local exchange carrier access facilities.

Directory Assistance is available. Operator Service is not available.

The rates and surcharges in Section D.16 will apply.

g) 1010220 Calling

1010220 Calling is an outbound service that allows customers to originate interstate calls via local exchange carrier access facilities.

Directory Assistance is available. Operator Service is not available.

The rates and surcharges in Section D.17 will apply.

h) 1010987 Calling

1010987 Calling is an outbound service that allows customers to originate interstate calls via local exchange carrier access facilities.

Directory Assistance is available. Operator Service is not available.

The rates and surcharges in Section D.18 will apply.

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Ashburn, VA 20147

Effective: January 1, 2006

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION2. Accessing Service:

Interim Dial-1 Service is a one way dial in - dial out, multipoint telecommunications service allowing the customer to originate calls through Carrier provided access lines. Other than with travel services, the Carrier's customers may originate calls only in the city or cities where they have an active account. Access to the Carrier may differ dependent upon the type exchange access service provided by the local exchange telephone company to the Carrier.

- a) In local exchange areas where central office facilities provide "Feature Group D" equal access the customer who has established an account(s) with the Carrier may access service on a direct dial, or "Touch One" basis, or, the customer may dial the Carrier's equal access number, 1010087, then the area code and the telephone number desired.
- b) In equal access local exchanges the Carrier may also be accessed over a cut through dialing feature. This feature allows dialing 1010087 and the (#) key on a touch tone type telephone. When the call is acknowledged by the Carrier's switch, the customer completes the call as in paragraph C. following.
- c) In local exchange areas where non equal access facilities are provided the customer will access service by dialing a seven (7) digit access number. Where access is over Feature Group A service, the access number is a preassigned local telephone number. Where access is over Feature Group B service access is over the local number, 950-1087. When the call is acknowledged by the Carrier's switch a dial tone will be heard. The customer must then key in his authorization code and the telephone number desired.
- d) Customers may originate calls through travel services when away from the normal local exchange or originating exchange.

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Ashburn, VA 20147

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## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION2. Accessing Service (Continued)

- e) The Carrier's Operator Services are accessed in exchange areas served by the Carrier through dialing arrangements as specified below.
  - i) In "Feature Group D" equal access exchanges where the customer has established a "Touch one" account with the Carrier, the customer must dial "00" to access the Carrier's Operator Service.

In "Feature Group D" equal access exchanges where the Carrier provides service, the customer may dial the Carrier's equal access number, 1010852, plus "0" to access the Carrier's operator Service.
  - ii) In exchange areas where non equal access facilities are provided, the customer may access the Carrier's Operator Service by dialing a seven (7) digit access number plus "0". Where access is over "Feature Group A" service, the access number is a preassigned local number. Where access is over "Feature Group B", 950-1087 is the access number.
  - iii) In instances where the customer accesses the Carrier's network via dedicated facilities, Operator Service may be accessed by dialing "0" over the dedicated line.

ALL MATERIAL ON THIS PAGE IS NEW.

Issued: December 30, 2005

Issued by: Tariff Administrator  
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Effective: January 1, 2006

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION3. Availability of Service - Originating Exchange Areas:

The Carrier provides service from the following exchange areas and tandem exchange areas.

ALABAMAOriginating Exchange Areas

Anniston  
Birmingham  
Decatur  
Gadsden  
Lanett  
Phenix City  
Tuscaloosa

DISTRICT OF COLUMBIAOriginating Exchange Areas

Washington, DC

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Issued: December 30, 2005

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

Effective: January 1, 2006

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION3. Availability of Service - Originating Exchange Areas (Continued):

The carrier provides service from the following exchange areas and tandem exchange areas.

GEORGIAOriginating Exchange Areas

Albany  
Atlanta Metro Area  
Athens  
Augusta  
Cartersville  
Columbus  
Dalton  
Gainesville  
Hartwell  
La Grange  
Macon  
Newnan  
Rome  
Savannah  
Thomson  
Toccoa  
Valdosta  
West Point

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Issued: December 30, 2005

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

Effective: January 1, 2006

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION3. Availability of Service - Originating Exchange Areas (Continued):

The Carrier provides service from the following exchange areas and tandem exchange areas.

MARYLANDOriginating Exchange Areas

Berwyn  
Bowie  
Central Ave  
Chapel Hill  
Colesville  
Gaithersburg  
Germantown  
Hyattsville  
Landover  
Lanham  
Montrose  
Oakdale  
Oxon Hill  
Rockville  
Silver Spring  
Suitland  
Temple Hills

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Issued: December 30, 2005

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

Effective: January 1, 2006

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION3. Availability of Service - Originating Exchange Areas (Continued):

The carrier provides service from the following exchange areas and tandem exchange areas.

NORTH CAROLINAOriginating Exchange Areas

Albermarle	Fayetteville	Morganton
Anderson	Forest City	Mount Airy
Apex	Gastonia	Mount Olive
Ashboro	Goldsboro	Newland
Asheville	Grantham	Raleigh
Belmont	Greensboro	Randleman
Bessemer City	Greenville	Reidsville
Blowing Rock	Hickory	Rocky Mount
Boone	High Point	Ruffin
Burlington	Kimesville	Rutherfordton
Cary	Kings Mountain	Salisbury
Chapel Hill	Laurinburg	Selma
Charlotte	Lenoir	Shelby
China Grove	Lexington	Spurce Pine
Claremont	Lincolnton	Stanley
Concord	Locust	Statesville
Durham	Lowell	Taylorsville
Elkin	Monroe	Thomasville
Ellenboro	Mooresville	Wendell
		Wilmington
		Wilson
		Winston-Salem
		Zebulon

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Issued: December 30, 2005

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

Effective: January 1, 2006



## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION3. Availability of Service - Originating Exchange Areas (Continued):

The Carrier provides service from the following exchange areas and tandem exchange areas.

SOUTH CAROLINAOriginating Exchange Areas

Anderson  
Charleston  
Clemson  
Clinton  
Columbia  
Conway  
Florence  
Fort Mill  
Gaffney  
Greenville  
Greenwood  
Lancaster  
Liberty  
Myrtle Beach  
Newberry  
Pickens  
Rock Hill  
Seneca  
Spartanburg  
Walhalla  
Westminster

TENNESSEEOriginating Exchange Areas

Chattanooga  
Cleveland  
Charleston

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Issued: December 30, 2005

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22001 Loudoun County Parkway  
Ashburn, VA 20147

Effective: January 1, 2006

## RESALE COMMON CARRIER SERVICE

SECTION C - SERVICE DESCRIPTION3. Availability of Service - Originating Exchange Areas (Continued):

The Carrier provides service from the following exchange areas and tandem exchange areas.

VIRGINIAOriginating Exchange Areas

Alexandria	Manassas
Arlington	Martinsville
Bedford	Norfolk
Bowling Green	Norton
Charlottesville	Occuquan
Christiansburg	Onancock
Clifton Forge	Petersburg
Culpepper	Richmond
Dahlgren	Roanoke
Dale City	Rocky Mount
Danville	Salem
Dulles	Shipps Corner
Emporia	Smithfield
Falls Church	Staunton
Franklin	Troutville
Fredricksburg	Virginia Beach
Glouster	Warsaw
Great Bridge	Waynesboro
Hampton	Williamsburg
Harrisburg	Winchester
Jefferson	
Leesburg	
Lexington	
Lynchburg	

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Issued: December 30, 2005

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES

General Charges: Pursuant to Section B-6(f), the following charges and other provisions will apply as specified below. These charges will: (i) be calculated after the application of promotional and other discounts; (ii) not be eligible to receive promotional or any other discounts; (iii) not be included to determine satisfaction of usage volume requirements; (iv) be calculated based upon the rates shown below in Sections D-b as applied to the customer's total interstate usage, unless otherwise specified; and, (v) not apply to tax, tax-like, and/or tax-related surcharges as described in Sections B-7.n and B-7.p. (For purposes of this General Charges section, "usage charges" means all tariffed charges appearing on a customer's invoice.)

a) Carrier Access Charge:

A monthly \$1.41 charge per ANI which is presubscribed to Teleconnect service will be applied to invoices of Commercial Service customers.

b) Carrier Cost Recovery Charge: A charge of \$1.75 will be applied to invoices of customers Interim Dial-1 Service, and a charge equal to 3.5 percent of charges, not including taxes, will be applied to invoices for Casual Caller service. This charge is to recover expenses the Company incurs with regards to the national fund for Telecommunications Relay Service, national number portability, and federal regulatory fees.I  
Cc) Payphone Use Charge: An undiscountable \$0.55 per call charge is applicable to calls that originate from any domestic payphone or associated facility used to access Company services as described in this section. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with Company service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the payphone or associated facility. Customers of Interim Dial-1 Service or Casual Caller service will be charged the payphone use charge for each call using Interim Dial-1 Service or Casual Caller service which is placed from a domestic payphone or associated facility. The payphone use charge does not apply to calls placed from payphones for which the customer pays for service by inserting coins during the progress of the call.

## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGESGeneral Charges (Continued):d) Federal Universal Service Fee (FUSF)<sup>1</sup>:

.01	Beginning January 1, 2012, a charge equal to 17.9 percent of monthly Company service usage charges will be applied to invoices of customers.	N N
.02	Beginning October 1, 2011, and ending December 31, 2011, a charge equal to 15.3 percent of monthly Company service usage charges will be applied to invoices of customers.	C
.03	Beginning July 1, 2011, and ending September 30, 2011, a charge equal to 14.4 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.04	Beginning April 1, 2011, and ending June 30, 2011, a charge equal to 14.9 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.05	Beginning January 1, 2011, and ending March 31, 2011, a charge equal to 15.5 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.06	Beginning October 1, 2010, and ending December 31, 2010, a charge equal to 12.9 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.07	Beginning July 1, 2010, and ending September 30, 2010, a charge equal to 13.6 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.08	Beginning April 1, 2010, and ending June 30, 2010, a charge equal to 15.3 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.09	Beginning January 1, 2010, and ending March 31, 2010, a charge equal to 14.1 percent of monthly Company service usage charges will be applied to invoices of customers.	T
.10	Beginning October 1, 2009 and ending December 31, 2009, a charge equal to 12.3 percent of monthly Company service usage charges will be applied to invoices of customers.	T
		D D

A customer will not be required to pay the charges set forth in Section D-e if it demonstrates to the Company's reasonable satisfaction that it is acquiring the Company's services for resale, i.e., not for its own internal use.

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<sup>1</sup> The Federal Universal Service Fee will either be included as a component of individual call charges appearing on a customer's invoice or it will be reflected in a separate line item on a customer's invoice.

## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES1. Call Rates and Charges:

- a) A charge per call will apply for each call connected based upon the mileage of the call between the originating city listed in Section C.3. preceding and terminating rate center (city) as determined by AT&T Communications rate center vertical and horizontal coordinates. Call mileage is calculated by adding the difference of the vertical coordinates squared to the difference of the horizontal coordinates squared, dividing the sum by 10, and then taking the square root. In each step all fractional miles are rounded up.
- b) Discounts for evening, night and weekend time periods (see paragraph 4e. following) apply, based on the specific time period of the minute, or fraction thereof, of usage.  
  
For the initial period, the discount applicable at the start of the conversation minute applies. For additional minute(s) the discount applicable is the discount which is in effect at the calling party's station when the additional minute occurs. If an additional minute is split between two rate periods the rate period applicable at the start of the minute applies to the entire minute.
- c) In the event a call is placed, rings for over 150 seconds, but is unanswered, billing will be imposed 30 seconds from the time ringing began. Upon customer request the Carrier will credit the customer's account for uncompleted calls as appropriate.
- d) In the event a call is placed, reaches a busy tone, and is allowed to "busy" for over ninety (90) seconds, billing will be imposed from the time the busy tone connection was established.
- e) Billing Increments: Full minute. Calls are rounded to the next higher billing increment.

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Issued: December 30, 2005

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22001 Loudoun County Parkway  
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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES1. Call Rates and Charges (Continued)

- f) Per Minute Usage Rates – Interim Dial-1 Usage<sup>1</sup>: Calls which originate in locations in the U.S. Mainland and Hawaii and terminate in all locations within the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and CNMI: The following per-minute rates apply to all Interim Dial-1 Service calls, based on rate period:

Monday – Friday

\$0.40

Saturday – Sunday

\$0.15

The following time of day rate periods apply: the Monday - Friday rate period applies from 12:00 a.m. Monday to 11:59 p.m. Friday; the Saturday - Sunday rate period applies from 12:00 a.m. Saturday to 11:59 a.m. Sunday.

- .011 Monthly Recurring Charge: A \$8.95 monthly recurring charge applies to customers of Interim Dial 1 Service. I
- .012 Monthly Minimum Usage Charge: In any month, the Company will bill the Customer a minimum of \$9.99 for the Customer's total usage charges for Interim Dial-1 service as described in this tariff. If, in any month, the Customer's total usage charges for Interim Dial-1 service are less than \$9.99, the Company will bill the Customer an additional amount for the difference, so that the Customer's total usage charges for any or all of such Interim Dial-1 services for that month are equal to the above monthly minimum charge.

<sup>1</sup> Beginning June 1, 2008, this service is not available to new customers.

For calls made by using Access Code 883, a per-minute charge of \$2.64 will apply. Standard tariffed per-call surcharges will apply to these calls. Usage charges for this service will be applied to each minute or fraction thereof of a call.

## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES1. Call Rates and Charges (Continued):

## e) Discounts:

## ii. Holidays:

Carrier Recognized Holidays: Evening rate discounts will apply to all calls placed through the Carrier on Carrier Recognized National Holidays except when a lower rate would normally apply. Carrier Recognized Holidays are listed in Section A, under Definitions.

## iii. Billing Volume:

A discount<sup>1</sup> is applicable to the total monthly and Travel Services billing amount for long distance calling as specified below:

<u>Monthly Billing Volume</u>	<u>Cumulative Discount</u>		
	<u>Day</u>	<u>Evening</u>	<u>Night</u>
\$0 to \$50.00	0%	0%	0%
over \$50.00 to 100.00	1%	1%	0%
over \$100.00 to 150.00	3%	1%	1%
over \$150.00 to 500.00	4%	2%	1%
over \$500.00 to 750.00	6%	2%	1%
over \$750.00 to 1000.00	8%	2%	1%
over \$1000.00	10%	2%	1%

Under Equal Access circumstances where the customer's billing for usage of the Carrier's basic long distance service is provided by a local telephone company, billing volume discounts will not apply.

1 Billing volume discounts are applied per call based upon the time of day period in which the call is originated.

ALL MATERIAL ON THIS PAGE IS NEW.

Issued: December 30, 2005

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Ashburn, VA 20147

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RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES

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Issued: December 30, 2005

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Ashburn, VA 20147

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES2. Operator Assistance, Local Exchange Calling Cards, and Payphones:

A) In this section, the following classifications of calls are addressed:

1. Calls made from private residential or business phones pre-subscribed to Company which are completed with the assistance of an operator;
2. Calls made from private residential or business phones which are not pre-subscribed to Company, but are placed by dialing Company carrier identification code and are completed with assistance of an operator;
3. Calls made from pre-subscribed payphones or institutional phones which are completed with assistance of an operator; and
4. Calls made from payphones or institutional phones which are not presubscribed, but are placed by dialing a Company Carrier Identification Code (CIC) and which are completed with assistance of an operator.

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Ashburn, VA 20147

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES2. Operator Assistance, Local Exchange Calling Cards, and Payphones:

B) The following per-minute rates will apply to all calls placed by customers of Interim Dial-1 Service and Casual Callers:

1. From the U.S. Mainland and Hawaii to the U.S. Mainland, Alaska, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and CNMI; from the U.S. Mainland to Hawaii; or from American Samoa, Guam and CNMI to the U.S. Mainland, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges:

Per-Minute Rate: \$1.15

For calls made by using Access Code 883, a per-minute charge of \$2.64 will apply. Standard tariffed per-call surcharges will apply to these calls. Usage charges for this service will be applied to each minute or fraction thereof of a call.

2. 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	N
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. N  
N

## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES3. Casual Caller Service:

Casual Callers, excluding customers of 1010220 Calling, 1010321 Calling and 1010987 Calling and those specified under Section D-3.a, who access Company service will be charged \$2.13 per minute for usage which originates 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.

- a) Service Cancellation Request Received from Local Exchange Carrier: If the Company cancels a customer account or service at the request of Local Exchange (LEC) serving the customer, but the customer nevertheless continues to complete calls over the Company's network by dialing 1+ or any carrier identification code (CIC), excluding calls placed by customers of 1010220 Calling, 1010321 Calling and 1010987 Calling, then, for a period not exceeding 30 days from the date the Company first received the service cancellation request, the following provisions apply.

- i. For direct dial usage which originates 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, the following per-minute charge apply, based on rate period:

Monday – Friday

\$0.35

Saturday – Sunday

\$0.05

The following Time of Day rate periods apply: the Monday -Friday rate period applies from 12:00 a.m. Monday to 11:59 p.m. Friday; the Saturday - Sunday rate period applies from 12:00 a.m. Saturday to 11:59 a.m. Sunday.

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES3. Casual Caller Service (Continued):a) Service Cancellation Request Received from Local Exchange Carrier (Continued):

- ii. 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	N
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. N  
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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES7. Enhanced Services Rates and Charges:

## a) Project Accounting Code Service rates,

i.	Per month	\$10.00
ii.	Code addition or deletions, per event	\$10.00
iii.	Code Report additions	\$10.00

## b) Verifiable Project Accounting Code (VPAC) Service

i.	Standard VPAC, per month	\$20.00
ii.	Customized VPAC	

Monthly Rate

Up to 25 codes	\$ 20.00
Over 25 to 50 codes	30.00
Over 50 to 100 codes	40.00
Over 100 to 200 codes	60.00
Over 200 to 300 codes	80.00
over 400 codes	100.00

Discount - Customized VPAC rates are reduced by 50% when total long distance usage billed by the Carrier per account is \$3,000 or more per month.

## c) Speed Number Service rates and charges,

Monthly rate	\$0.00
Speed number service installation charge per speed number (maximum of 16 numbers)	\$ .50
Minimum charge	\$ 5.00
Charge for changing speed numbers, per change	\$ 1.00

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES7. Enhanced Services Rates and Charges (Continued):

## d) Management Report Service rates,

Departmental Billing (Level 1) per month	\$10.00
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Called Number Analysis (Level 2) per month	\$10.00
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Customized Billing (Level 3) Special quote as filed in Section E.	
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8. Reestablishment of Service Charge:

If a customer's service is disconnected for nonpayment of a sum due to the Carrier, a one time charge will be billed to the customer, upon receipt of payment in full and reconnection of service.

Reestablishment of service charge	\$10.00
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9. Bad Check Charge:

The Carrier will bill the customer a one time charge if the customer's check for payment of service is returned for insufficient funds.

Bad check charge per check.	\$10.00
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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES16. 1010321 Calling:

Customers who access Teleconnect service by dialing carrier identification code (CIC) 1010321 or 1010224 will be charged the following per-minute rates for domestic calls.

Customers will be charged \$0.20 per minute for usage from the U.S. Mainland, Alaska and Hawaii to the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and CNMI.

For calls made by using Access Code 883, a per-minute charge of \$5.28 will apply. Standard tariffed per-call surcharges will apply to these calls. Usage charges for this service will be applied to each minute or fraction thereof of a call.

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES17. 1010220 Calling:

Customers who access Teleconnect service by dialing carrier identification code (CIC) 1010220 will be charged \$1.20 for the first 10 minutes (or any portion thereof) of usage per-call and \$0.20 per minute for each minute of usage thereafter, excluding calls to Operator Services and Directory Assistance.

1010220 Calling usage rates apply for usage from the U.S. Mainland, Alaska and Hawaii to the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and CNMI.

For calls made by using Access Code 883, a per-minute charge of \$2.64 will apply. Standard tariffed per-call surcharges will apply to these calls. Usage charges for this service will be applied to each minute or fraction thereof of a call.

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## RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES18. 1010987 Calling:

Customers who access Company service by dialing carrier identification code (CIC) 1010987 will be charged a \$0.53 per-call surcharge and \$0.06 per minute for usage from the U.S. Mainland, Alaska and Hawaii to the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and CNMI.

For calls made by using Access Code 883, a per-minute charge of \$2.64 will apply. Standard tariffed per-call surcharges will apply to these calls. Usage charges for this service will be applied to each minute or fraction thereof of a call.

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RESALE COMMON CARRIER SERVICE

SECTION D - RATES AND CHARGES

19. Personal 800 Plan R:

From the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI to the  
U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and CNMI:

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Per Minute Charge: \$0.45

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES1. General

## a. Individual Case Basis Rates and Charges

The services, rates and charges provided in the Company's tariffs contemplate the use of service and facilities in quantities and types regularly furnished by the Company. Where service or facilities are requested which are not provided for in the Company's applicable tariffs, rates and charges will apply based upon the cost of furnishing such service or facilities whenever, in the judgment of the Company, it is practical to provide the service requested. The customer will, in every instance of the furnishing of Special Services be advised by the Company of the applicability of such rates and charges which are in addition to the rates and charges specified elsewhere in the Company's applicable tariffs. The customer must approve of the requested Special Services applicability prior to commencement of provisioning of the requested service(s) by the Company.

1. Where at the customer's request the Company must obtain facilities and equipment, including signaling and conditioning capabilities, or other features necessary for compatibility with customer provided equipment and the Company's facilities and service, which is not normally required or provided by the Company, rates and charges will be applicable as stated above.
2. The basis for Special Services rates and charges will be the cost of furnishing the customer requested service(s) including, but not limited to, the costs of operating and maintaining the service(s), costs for material and equipment used specifically in providing the service(s), and costs of installation, including engineering, labor, supervision and transportation.

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES1. General (Continued):

## b. Non Routine Installation and/or Maintenance

The rates and charges specified in the Company's tariffs contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours and within normal work intervals. Whenever a customer requests that work necessarily required for the furnishing or rearrangement of the customer's service be performed outside the Company's regular working hours; or that the Company expedites the installation or rearrangement of service; or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to other rates and charges specified in the Company's applicable tariffs, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

1. Special Service rates and charges applicable for nonroutine installation and maintenance performed outside of regular business hours will be based on costs for actual labor materials and any other costs clearly incurred by or billed to the Company.
2. If installation and/or routine maintenance is performed during regular business hours and at the customer's request extends beyond regular business hours in order to complete the task, and this circumstance is not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cutover, and additional testing in excess of the normal testing required to provide the service.

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES1. General (Continued):

## b. Non Routine Installation and/or Maintenance (continued)

3. In instances where the Carrier, in order to meet a customer requested service date, is required to secure expedited or other special handling of an access service order placed with a local exchange carrier the following charges apply.

a) Bell Atlantic Territory

Special handling charge, per LEC switched or special access order	\$ 40.05
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b) Bell South Territory

Special handling charge, per LEC switched access order	\$160.00
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per LEC special access (voice grade or DS-0) per channel end	\$170.00
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per LEC High Capacity per channel end	\$500.00
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c) NECA Territory

Estimated cost, per LEC switched or special access order	\$100.00
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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES2. Special Location Rates:

The Carrier, through contractual arrangements, offers resold long distance service from certain building locations. Provided below are specific terms and rates which apply on an individual case basis to the long distance service offered from such locations.

A. Conference Center "A" Service; Atlanta, Georgia:

1. Call charges - calls originated from conference center facilities by conference center patrons are subject to the terms and conditions as established in this tariff. Call charges are based upon a flat rate per minute structure. Time of day discounts do not apply.

## a. Per Minute Usage Rates

Flat Rate --      \$1.45 Per Minute  
                             .57 Each Additional Minute

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES2. Special Location Rates: (Continued)

- b. Information Surcharge - long distance information calls placed over conference center service by conference center patrons will be surcharged on a per call basis.

Information Surcharge, per call                      \$1.00

- c. "800" Call Surcharge - for each 800 call placed in conjunction with the Carrier's Conference Center A service, the following per call surcharge shall apply.

"800" call surcharge                                      \$ .75

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES3. Hospitality Call Completion and Billing Service:

The Carrier's Hospitality Call Completion and Billing Service provides an end user with intrastate interLATA calling capability from specific client locations such as hotels, motels, hospitals, schools and other firms or institutions.

The Carrier's Service Quality commitment described in Section B of this tariff is not applicable to the Carrier's Call Completion and Billing Service.

- A. Hospitality Call completion and Billing Service is provided to end users in locations where, pursuant to contractual agreements reached between the Carrier and the client, the client's terminal equipment such as PBX or similar vehicle has been configured to access the Carrier's Hospitality Call Completion and Billing Service. In some instances the Carrier may provide certain terminal equipment in association with this service.
- B. End users access the Carrier's Hospitality Call Completion and Billing Service by dialing a sequence of digits, as specified by the subscriber, at the telephone, hand set or similar vehicle provided by the subscriber. The carrier or its agent will perform the billing function.
- C. Charges and rates for calls originated by the end user over facilities interconnected with the Carrier's Hospitality Call Completion and Billing Service apply on a per call service charge and on a per minute of usage basis.

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES3. Hospitality Call Completion and Billing Service (Continued)

## D. Interstate Per-Minute Rates (Operator Services)

Operator Assistance, Local Exchange Company Calling Cards, and Payphones: The following classifications are addressed:

- (a) Calls made from private residential or business phones pre-subscribed to Company which are completed with the assistance of an operator;
- (b) Calls made from private residential or business phones which are not pre-subscribed to Company, but are placed by dialing Company Carrier Identification Code and are completed with the assistance of an operator;
- (c) Calls made from a pre-subscribed payphones or institutional phones which are completed with the assistance of an operator; and,
- (d) Calls made from payphones or institutional phones which are not pre-subscribed, but are placed by dialing a Company Carrier Identification Code and which are completed with the assistance of an operator.

For domestic calls falling within classifications (a) and (b) above, usage rates are listed in Sections E-3.2.A and E-3.2.B below. For calls falling within classifications (c) and (d), usage rates are listed in Sections E-3.3.A and E-3.3.B. For all other domestic operator service type calls, rates are specified in Sections E-3.1.A and E-3.1.B.

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES3. Hospitality Call Completion and Billing Service (Continued)

- 1) A. From the U.S. Mainland and Hawaii to the U.S. Mainland, Alaska, American Samoa, Guam and CNMI; from the U.S. Mainland to Hawaii; or from American Samoa, Guam and CNMI to the U.S. Mainland, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges:

Per-Minute Rate: \$0.89

- B. From the U.S. Mainland and Hawaii to Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges:

Per-Minute Rate: \$0.89

- Band 1 - Alabama, Connecticut, Delaware, District of Columbia, Florida, Georgia, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia.
- Band 2 - Arizona, Arkansas, Colorado, Illinois, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah, Wisconsin, Wyoming.
- Band 3 - California, Idaho, Montana, Nevada, Oregon, Washington.
- Band 4 - Hawaii

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES3. Hospitality Call Completion and Billing Service (Continued)

2)

- A. From the U.S. Mainland and Hawaii to the U.S. Mainland, Alaska, American Samoa, Guam and CNMI; from the U.S. Mainland to Hawaii; or from American Samoa, Guam and CNMI to the U.S. Mainland, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges: T  
T

Per-Minute Rate: \$0.89

- B. From the U.S. Mainland and Hawaii to Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges:

Per-Minute Rate: \$0.89

See above for a list of states included in each band.

- C. Discounts

Holidays

Carrier Recognized Holidays: Evening rate discounts will apply to all calls placed through the Carrier on Carrier Recognized Holidays except when a lower rate would normally apply. Carrier Recognized Holidays are listed in Section A, under Definitions.

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES3. Hospitality Call Completion and Billing Service (Continued)

3)

- A. From U.S. Mainland and Hawaii to U.S. Mainland and Alaska or from U.S. Mainland to Hawaii Per-Minute Usage Charges:

Per-Minute Rate: \$0.89

From the U.S. Mainland and Hawaii to American Samoa, Guam and CNMI or from American Samoa, Guam and CNMI to the U.S. Mainland, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges:

Per-Minute Rate: \$0.89

- B. From the U.S. Mainland and Hawaii to Puerto Rico and the U.S. Virgin Islands Per-Minute Usage Charges:

Per-Minute Rate: \$0.89

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES3. Hospitality Call Completion Billing Service (Continued)

## E. Per Call Service Charges

	<u>Per Call</u>
1) Station to Station Calls	\$3.95
2) Person to Person Calls	\$6.50
3) Customer Dialed LEC Credit Card "Calling Card" Calls	\$3.95
4) Surcharge for operator dialing – applicable in addition to operator treatment/billing feature charge	\$1.55
5) Third Party Billed	\$3.95

## F. Other Charges

Payphone Use Charge: As billing becomes available, an undiscountable \$0.26 per call charge is applicable to calls that originate from any domestic payphone used to access Company service as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with Company service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the payphone. Customers of Hospitality Call Completion Billing Service will be charged the payphone use charge for each domestic payphone call made using Hospitality Call Completion Billing Service. The payphone use charge does not apply to calls placed from payphones at which the customer pays for service by inserting coins during the progress of the call.

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## RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES4. Special Promotional OfferingsTeleconnect Check/Merchandise Promotion

From time to time, Teleconnect will offer new subscribers who order Savings Club or Smart Minutes, checks or merchandise (total value not to exceed \$100) if they designate Teleconnect as their Primary Interexchange Carrier. The value and expiration date of each individual check will be printed on each check. This promotion is limited to one offer per ANI, with a maximum of five offers per customer in any six-month period.

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RESALE COMMON CARRIER SERVICE

SECTION E - SPECIAL SERVICES

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## RESALE COMMON CARRIER SERVICE

SECTION F - MOBIL SERVICES1. Satellite Mobile Service (Continued)b. Application of Rates (Continued):

Customers of 1010321 Calling will be charged: \$14.40 per minute for usage which originates via access codes 8816 and 8817 and terminates at terminal equipment provided in conjunction with Satellite Mobile Service; and, \$1.85 per minute for usage which originates via access code 88216 and terminates at terminal equipment provided in conjunction with Satellite Mobile Service. Standard tariffed discounts for 1010321 Calling shall apply.

Per-Call Surcharges: In addition to the per-minute usage charges specified in this Section, the following per-call surcharges will apply. For calls accessed used a calling card, a \$4.00 surcharge will apply, for person-to-person calls, a \$7.00 surcharge will apply and for station-to-station calls, a \$4.00 surcharge will apply. Charges under this service will be applied to each minute or fraction thereof of a call.

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