By: Patrick Chicas, President
Original Sheet No. 1
Canceling Sheet No.
Issued: September 9, 2014
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TITLE PAGE

RCA No. 3043

ALASKA TELECOMMUNICATIONS TARIFF

Intrastate Interexchange Service

Regulations and Rates

of

Wide Voice, LLC

This tariff contains the descriptions, regulations, and rates applicable to the provision of telecommunications services provided by Wide Voice, LLC with offices at 410 South Rampart, Suite 390, Las Vegas, Nevada 89145, (702) 553-3007. This tariff applies for services furnished within the State of Alaska. This tariff is on file with the Regulatory Commission of Alaska, and copies may be inspected, during normal business hours, at the Company's principal place of business and at www.widevoice.com.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

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The following are the only symbols used for the purposes indicated below:

- (C) To Signify Changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting In An Increase to A Customer's Bill
- (L) Moved From Another Tariff Location
- (N) New
- (R) Change Resulting In a Reduction to A Customer's Bill
- (S) To signify reissued matter
- (T) Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the RCA. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the RCA, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line

A dedicated arrangement which connects a customer location to the underlying Carrier's Network Service Center (NSC).

Application for Service

A standard Carrier order form which includes all pertinent billing, technical and other descriptive information which will enable Carrier to provide the communication service as required.

Authorization Code

A numerical code, one or more of which is made available to customers requiring identification of individual users or groups of users on his/her account and to allocate the costs of their services accordingly.

Authorized User

A person, firm, corporation or other entity authorized by a customer to receive or send communications.

Commission

Regulatory Commission of Alaska

Company or Carrier

Wide Voice, LLC

Customer

The person, firm, corporation or other entity which uses, causes the use of, or allows the use of the underlying Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations.

Customer-Provided Terminal Equipment

Terminal equipment, as defined herein, provided by a customer.

Dedicated Access

Service which provides the customer with a dedicated connection between the customer's premises and the underlying Carrier's terminal location

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Installation

The connection of a circuit, or dedicated access line, for new or additional service.

Interexchange Carrier

A person, firm, corporation or entity regulated by the FCC or by the Regulatory Commission of Alaska which sells communication services to the public for profit, including resellers.

Manual Intervention

The involvement or participation in a call by a representative of the Company.

Non-Validated

Customer may receive inbound calls even if the calling party enters no PIN or an incorrect PIN.

PIN

Personal Identification Number.

Premises

The space designated by a customer at its place or places of business for origination and termination of the Carrier's service, whether for its own communications needs or for the use of its resale customers. In the case of a nonprofit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place of business.

Switched

Telecommunications traffic carried over shared facilities (i.e. Public switched network) and not over customer-specific dedicated facilities.

Terminal Equipment

Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets or dialers.

Terminal Location

Any Carrier facility location from which services described herein are provided.

Validated

Customer may receive inbound calls only when the correct PIRN is entered by the calling party

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Wide Voice, LLC

The Company's services and facilities are furnished for communications originating and terminating within the State of Alaska under terms of this tariff.

- 2.1.1 Carrier is an interexchange common carrier providing non-facilities based resold telecommunications intrastate long distance telephone service to customers for their direct transmission and reception of voice, data and other types of telecommunications. Intrastate communication services are provided only in conjunction with Carrier's domestic interstate communication services.
- 2.1.2 Customers may originate calls over switched services several ways; by dialing the desired telephone number; or an 800 service number. Access may be provided over a dedicated access line or switched access line. When a call is originated using a dedicated access line, the DAL may be provided by the Carrier or the customer. When the customer provides the access arrangement, the Carrier can act as the customer's agent in obtaining access, but must in any event approve the design of any dedicated access facility the customer proposes to use. When a call is originated using an 800 service number, the customer's equipment will answer the access call with a computer tone. The customer may enter its authorization number followed by the area code and desired telephone number. In all instances, communication charges will commence and terminate when the underlying customer's switch determines that the call has commenced and terminated, respectively.
- 2.1.3 The customer's monthly usage charges are assessed based upon the time the customer uses the underlying customer's intrastate communication facilities as measured by the customer's electronic switching equipment, together with its use of service options, if any. Unless otherwise specified, calls will be measured from the time that the called party answers to the time that either the calling or called party disconnects from the call, as indicated by answer supervision. No charge is made for calls not completed.
- 2.1.4 For billing purposes, the duration of each call will be rounded as specified in the description of each service option in the following sections. The rates per minute charged for service are set forth in Section 4 of this tariff.
- 2.1.5 The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

- 2.2.1 Service is offered statewide subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liabilities of the Company

- 2.3.1 The entire liability of the Company for all claims of whatever nature arising out of the Company's provision of the services and not caused by customer's negligence, shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of service during which any mistake, omission, interruption, delay, error or defect in the services or any other event or action giving rise to a claim, occurs. The Company's liability for its willful misconduct, if any, is not limited by its tariffs. In no event shall the Company be liable for special, punitive, consequential or incidental damages. The Company disclaims any express or implied warranties with respect to the services, including without limitation, any implied warranties of merchantability and fitness for a particular purpose.
- 2.3.2 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.3.3 The Company shall be indemnified and held harmless by the customer against:
 - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities.
 - B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer.
 - C. All other claims arising out of any act or omission of the customer in connection with any service provided by the Company

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.3 Liabilities of the Company, (Cont'd.)
 - 2.3.4 The Company's liability, if any, for its willful misconduct is not limited by this tariff. The Company shall not be liable for and the customer indemnifies and holds the Company harmless from any and all loss, claims, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person, or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, or for any incidental, special or consequential damages including interruption to business, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintain, removal, presence, condition, location or use of any service provided by the Company, or use is not the direct result of the Company's negligent acts. No agents or employees of other Companies shall be deemed to be agents or employees of the Company.
 - 2.3.5 In no event shall the Company be liable to any customer for any damages caused by act or omission of any local exchange company or other third party in establishing the Company as the customer's primary interexchange Company. The Company shall not be liable for any charges billed the customer by another carrier caused by a local exchange carrier's failure to process a request designating the Company as the customer's primary interexchange carrier or caused by any act or omission of any third party.
 - 2.3.6 The above tariff language (and any and all language which appears in this tariff addressing liability of Wide Voice, LLC, or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the FCC.

2.5 Deposits

The Company does not require deposits from customers.

2.6 Change in Service Agreement

When a change in service arrangement involves the continued use by the customer of circuits furnished by Carrier, installation charges do not apply to the circuits continued in use. The minimum service period for the circuits contained in use is determined from the date of the initial installation thereof.

2.7 [Reserved for Future Use]

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Taxes and Surcharges

- 2.8.1 The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.
- 2.8.2 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.

2.8.3 Alaska Universal Service Fund Surcharge

- A. The Company concurs in the AUSF surcharge percentage set forth in the current effective tariff of the Alaska Universal Service Administrative Company ("AUSAC"). A copy of the AUSAC tariff is available for public inspection during normal business hours at 3380 "C" Street, Suite 201, Anchorage, Alaska 99503 or on the AUSAC website at http://www.ausac.org.
- B. The Alaska Universal Service Fund ("AUSF") Surcharge is a line item surcharge on intrastate end-user revenues to provide for payment to the Alaska Universal Service Fund.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.8 Taxes and Surcharges, (Cont'd.)
 - 2.8.4 Universal Access Surcharge for Telecommunications Relay Service (TRS)
 - A. By direction of the Alaska Public Utilities Commission in Order No. 2 in Docket U-92-13, the responsibility for billing and collecting the Universal Access Surcharge has been assigned to the subscriber's local exchange carrier.

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- B. Alaska Statute, AS 42.05.296, and Alaska Public Utilities Commission Regulations, 3 AAC 51.90, et seq., require that TRS is funded by a monthly surcharge on rates of all local exchange carriers. The surcharge collections will be disbursed monthly to the TRS provider.
- C. The surcharge is a two-tier rate, one tier assessed to residential and single-line business subscribers and the other tier assessed to multi-line business subscribers.
- D. Rates

	<u>Monthly</u>
Residential, per line or trunk:	<u>Rate</u> \$0.01
Single line Business, per line or trunk:	\$0.01
Multi-line Business, including Centrex, per line or trunk:	\$0.02

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.10 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.11 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Payment and Billing

- 2.12.1 The customer is responsible for payment of all charges for services furnished to the customer's authorization code or phone number. Charges based on actual usage subject to all minimum charge provisions during a month will be billed monthly in arrears. Charges for installation, physical or administration changes, or for cancellation of orders are payable upon completion.
- 2.12.2 Bills will be payable upon receipt. After 30 days following the postmark date of the bill, if payment is not received, a onetime charge of 1% of the unpaid amount shall be assessed plus a finance charge not exceeding .0287% of the unpaid amount per day that the amount remains unpaid.
- 2.12.3 The Carrier may terminate service for nonpayment as governed by the terms of this tariff.
- 2.12.4 The customer shall give the Carrier prompt notice of any disputed charges appearing on an invoice. After receiving notice of a dispute, the Carrier shall take reasonable steps to resolve such disputes. The customer shall pay all non-disputed charges while resolution of the disputed charges is pending. The Customer has up to 30 days to dispute a bill.
- 2.12.5 To obtain credits for wrong numbers, cut-offs or poor transmission of calls, the customer has the following options: 1) an immediate inconvenience credit may be obtained for wrong numbers, cut-offs and poor transmission of calls by calling the Carrier's Customer Service Department. The immediate credit given may not be equal to the actual charge of the call in question or; 2) the customer has the option upon obtaining its monthly invoice, to identify the specific charge for which the customer requests adjustment and submit a copy of the invoice to the Carrier's Customer Service Department to receive the requested credit. The credits for these calls are given in accordance with Section 2.13 of this tariff. The Carrier reserves the right to determine what charges in question receive a credit.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Credit Regulations

Pursuant to limitations set forth elsewhere in this tariff, the following will apply:

2.13.1 Interruption of Service

- A. No credit will be allowed for relinquishing services in order to perform routine maintenance.
- B. Credit for failure of service will be allowed only when such failure is caused by or occurs in services provided by the Carrier. As used in this tariff, all services and/or services for which the Carrier renders a bill for payment are considered provided by the Carrier whether or not the services are owned and operated by the Carrier.
- C. No credit will be allowed:

For failure of service due to customer or authorized user provided services.

For failure of service due to negligence or willful acts of the customer or Customer's authorized user.

For unauthorized use by agents, employees, or representatives of the customer.

- D. Credit allowance for failure of service starts when the customer notifies the Carrier of the failure or when the Carrier becomes aware of the failure, and ceases when service has been restored.
- E. The customer shall notify the Carrier of failures of service and make reasonable attempts to ascertain that the failure is not caused by the customer-provided equipment.
- F. Credit will be allowed only for disabled portions of the service.
- G. The Carrier, at its option, may deny a customer request for credit for charges incurred for service provided by another carrier where notification of alleged inferior or inadequate service has not been received by Carrier's Customer Service Department within 24 hours of the occurrence. No credit will be allowed absent such notification.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Credit Regulations, (Cont'd.)

2.13.2 Outage Credit

- A. For the purposes of this tariff, all months contain 30 days. Service offered by the Carrier are on a 24 hour per day, seven days per week basis unless specifically stated otherwise.
- B. For purposes of credit computations, every month shall be considered to have 720 hours.
- C. No credit shall be allowed for an interruption of service of less than 2 hours in
- The customer shall be credited for an interruption of 2 hours or more at the rate D. of 1/720th of the monthly non-usage sensitive charges for the services affected for each period of between 2 hours and 24 hours that the interruption continues.
- E. The formula for determining any applicable credit for outages is set forth in Section 2.13.4, following.

2.13.3 Cancellation Credit

Where the Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge service was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.13.4 Credit Formula

Credit =
$$T \times C$$

720

"T" is outage time in hours

"C" is total monthly fixed, non usage sensitive charge for affected service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.14 Refusal or Discontinuance by Company
 - 2.14.1 The Company may refuse or discontinue service with proper notice to the Customer for any of the following reasons:
 - A. For failure of the Customer to pay a bill for service when it is due.
 - B. For Customer's violation of any of the Company's rules on file with the Commission.
 - C. For failure of the Customer to provide the Company reasonable access to its equipment and property.
 - D. For Customer's breach of the contract for service between the Company and the Customer.
 - E. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
 - F. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
 - 2.14.2 The Company may refuse or discontinue service without notice to the Customer for any of the following reasons:
 - A. In the event of tampering with the Company's equipment.
 - B. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
 - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - D. In the event of fraudulent use of the service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation by Customer

Service will be provided until canceled by the customer. Cancellation by the customer may be provided telephonically, but must be followed up in writing, on not less than thirty (30) days notice to the Carrier. If a customer orders service and then cancels the order before the service begins, a charge will be made to the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Carrier and not fully reimbursed by any assessed installation, minimum, and monthly charges (including those for the minimum service period). If, based on such an order, any construction has either begun or been completed, and no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.18 Dishonored Checks

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank. Any costs sought under AS 09.68.115 (a)(2) for a customer's dishonored check may be charged as a separate line item on the customer's bill.

2.19 Customer Complaint Information

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. Customers have the right to refer billing disputes and any other complaints to the Company at 410 South Rampart, Suite 390, Las Vegas, Nevada 89145. Customer Service department can be reached by dialing 1-844-8444. The Company shall comply with the request and communicate to the Customer the results of such investigation and review as soon as reasonably possible. The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.13 above. The Customer has the right to refer all unresolved disputes to the Regulatory Commission of Alaska, 701 West Eighth Avenue, Suite 300, Anchorage, AK 99501, or toll-free at 800-390-2782.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Public Notices

2.20.1 [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Following are detailed descriptions of services. All service offerings are available to either residential or commercial customers, but are only available in conjunction with the similar interstate service offerings and associated interstate rates and charges.

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Ancillary Services

Calls made to Directory Assistance telephone numbers are charged on a per call basis as set forth in this tariff

3.2 Timing of Calls

- Long distance usage charges are based on usage of the Company's network. Chargeable 3.2.1 time begins when the calling and the called station are connected.
- 3.2.2 Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.2.3 The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.2.4 The Company shall not bill for unanswered calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Miscellaneous Rates and Charges

3.3.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company service accessed from the pay telephone.

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

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

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call \$0.30

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Outbound Services

Outbound Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically presubscribed to the Company. Calls are completed by dialing 1+ the destination telephone number. Unless otherwise indicated, calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. Rates are not mileage or time-of-day sensitive. Intrastate service is an add-on to interstate service.

Rate per minute

\$0.35

3.5 Toll Free Services

Toll Free Service is an inbound telecommunications service which permits calls to be completed to the Customer's location without charge to the calling party. Unless otherwise indicated, calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. Rates are not mileage or time-of-day sensitive. Intrastate service is an add-on to interstate service.

Rate per minute

\$0.25