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A Professional Limited Liability Company

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FILE

November 27, 2007

*Via Overnight Mail*

Chief Clerk  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

PUCO

2007 NOV 28 AM 10:13

RECEIVED-DOCKETING DIV

RE: Intellicall Operator Services, Inc.  
Revised tariff

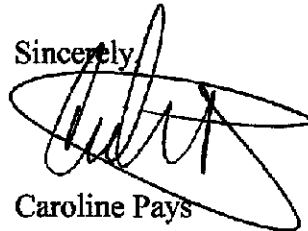
Dear Sir or Madam:

Enclosed please find an original and ten (10) copies of the revised tariff for Intellicall Operator Services, Inc. The d/b/a was removed from the header, footer and body of all pages.

An additional copy of this filing has been enclosed to be file-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to call.

Sincerely,



Caroline Pays

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician SM Date Processed 11/28/07

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**

(Effective: 10/26/2007)  
(Pursuant to Case No. 06-1346-TP-ORD)

In the Matter of the Application of  
Intellicall Operator Services, Inc.  
to file a revised tariff

TRF Docket No. 90-5175-TP-TRF

Case No. \_\_\_\_ - \_\_\_\_ - **TP** - \_\_\_\_

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Intellicall Operator Services, Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 5000 Sawgrass Village Circle, Suite 30, Ponte Vedra Beach, FL 32082

Company Web Address \_\_\_\_\_

Regulatory Contact Person(s) Marsha Pokorny, Regulatory Compliance

Phone 407-971-6801

Fax \_\_\_\_\_

Regulatory Contact Person's Email Address marsha.pokorny@ildmail.com

Contact Person for Annual Report same as above

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

Consumer Contact Information \_\_\_\_\_

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☐ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input checked="" type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-12(F) (0 day Notice)	<input type="checkbox"/> CLECs must attach Supplemental ACE Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

**Section III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Helical Operator Services, Inc., and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 11/27/07 at (Location) Metairie, LA  
(Signature and Title) [Signature] REGULATORY ASSISTANT (Date) 11/27/07

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Caroline Poy  
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

(Signature and Title) [Signature] REGULATORY ASSISTANT (Date) 11/27/07

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or  
Make such filing electronically as directed in Case No 06-900-AU-WVR***

**Exhibit A**

**Tariff Pages Superceded**

**TITLE SHEET**

**Intellicall Operator Services, Inc. d/b/a ILD**

**TARIFF NO. 1**

This informational tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by **Intellicall Operator Services, Inc.** with principal offices at 5000 Sawgrass Village Circle, Suite 30, Ponte Vedra Beach, FL 32082. This tariff is on file with the Ohio Public Utilities Commission and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's toll free customer service telephone number is 1-800-226-2606.

**THIS TARIFF REPLACES ALL PREVIOUS VERSIONS IN ITS ENTIRETY.**

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**ISSUED:** August 29, 2005

**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original
2	6 <sup>th</sup> Revised*	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	1 <sup>st</sup> Revised	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	1 <sup>st</sup> Revised
20	Original	45	1 <sup>st</sup> Revised
21	Original	45.1	Original
22	1 <sup>st</sup> Revised	46	2 <sup>nd</sup> Revised
22.1	Original	47	1 <sup>st</sup> Revised
23	Original	47.1	Original
24	1 <sup>st</sup> Revised	48	3 <sup>rd</sup> Revised*
25	1 <sup>st</sup> Revised	49	Original
		50	1 <sup>st</sup> Revised
		51	1 <sup>st</sup> Revised
		52	2 <sup>nd</sup> Revised

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**ISSUED:** November 7, 2007**EFFECTIVE:** November 7, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**ISSUED:** August 29, 2005

**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082



**SYMBOLS**

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

- D - Discontinued Rate or Regulation
- I - Increase in Rate
- M - Text Relocated Without Change
- N - New Rate or Regulation
- R - Reduction in Rate
- T - Change in Text Only, No Change in Rate or Regulation

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**ISSUED:** August 29, 2005

**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**ISSUED:** August 29, 2005

**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**1.1 Definitions:**

**0+ Calls**

Called "oh plus." 0+ calls are calls made by dialing zero plus the desired telephone number. Calls made this way may be interrupted by a live operator requesting billing information or a recorded announcement requesting the caller to enter the billing information.

**0- Calls**

Called "oh minus." 0- calls are operator-assisted calls. The caller dials zero and waits for the operator to pick up the line and talk to the caller.

**00+ or 00- Dialing**

Double zero dialing. Allows a caller to get an IEC Assistance Operator in areas where dialing only one zero would connect the caller with the local operator; occurs as a result of the division of services into Intra- and InterLATA.

**0 10+**

The access code for operator-assisted intercontinental calls in North America; after the user inputs the required code and number, an operator is signaled to come on the line, as in domestic "0+" dialing.

**011**

The prefix you use in the United States to dial a number to another country, except Canada and most countries in the Caribbean. Must be followed by a country code and the area code and the local phone number.

(D)

**800ROLLCALL™**- An on-demand conference call service offered by the Company and registered service mark of the Company.

**888-TEN-HUTT™** -Operator services available to consumers via toll free access numbers. 800-TEN-HUTT is a registered service mark of Intellicall Operator Services, Inc.

**800YOU SAVE™**- Operator services available to consumers via toll-free access numbers. 800YOU SAVE is a registered trademark of Coral Telephone, Inc.

**Access Code-** A sequence of numbers that, when dialed, connects the caller to the provider of operator services associated with that sequence.

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**ISSUED:** June 8, 2007

**EFFECTIVE:** June 8, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

1.1 Definitions: Cont'dAccess Line

An arrangement which connects the Customer's telephone to an ILD designated switching center or point of presence.

Account Code

A number issued by the Company used by Card Holders for identification when accessing the Service Platform and used as a means for charging for the use of Services.

Affinity Group

Any person, firm, partnership, corporation or other entity that provides telecommunications services in its name and contracts with the Company to provide such services in accordance with the provisions of this tariff.

Affinity Telecommunications Services

Long distance voice communications services available to Subscribers who have an active account with the Company or its Affinity Group customers and whose accounts are not delinquent.

Affinity Travel Card

A plastic or paper card issued by the Company to Card Holders that indicates the Card Holder's name and Account Code and provides instructions for use of the Company's Affinity Telecommunications Services.

Aggregator

Any person or entity that, in the ordinary course of its operations and using a provider of operator services, makes telephones available to the public or to End Users or its premises for telephone calls.

Alternate Operator Service Provider or "AOS"

A non-facilities based telecommunications carrier that is a reseller leasing lines from local exchange carrier(s) and/or interexchange carrier(s) and which, using these leased facilities, provides operator-assisted intrastate services through the use of its own operators, either through live intervention or automated intervention, including automated store and forward technology where the placement or charging of a telephone call is accomplished at an aggregator location.

Application for Service

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

Authorized User

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

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**ISSUED:** August 29, 2005**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

1.1 Definitions: Cont'd

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line number from which a call originates.

Billing Agent

A billing and collection company or billing clearing house which processes an alternate operator service provider's call data to appear on local exchange company telephone bills, or any other forms of bills, issued to the consumer that utilized the services of an alternate operator service provider.

Branding

Verbal identification of the OSP prior to connection of the call and implementation of billing.

Calling Card Call

A billing arrangement whereby a customer may charge a call to a valid calling card issued by a regulated local exchange company with whom the Company has a billing and collection arrangement either directly or indirectly through a third party billing agent.

Call'nCarry™

The trade name used on the Company's prepaid long distance cards.

Cancellation of Order

A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Card Holder

Any person, firm, corporation or other entity that uses the Company's Service through the use of an Affinity Travel Card issued by the Company, a Card Issuer and/or Affinity Group and is responsible for payment for the use of the Services

Carrier

Intellicall Operator Services, Inc. d/b/a ILD, unless specifically stated otherwise.

Collect Call

A type of call or which the caller asks that the charges for the call be billed to the domestic telephone number or international telephone number they are calling.

Company

Intellicall Operator Services, Inc. or IOS d/b/a ILD.

Completed Calls

Completed calls are calls answered (live or automated) on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

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ISSUED: August 29, 2005

EFFECTIVE: September 29, 2005

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

1.1 Definitions: Cont'd

Conferee

A participant in a conference session.

Conference Bridge

A feature of a telecommunications switch that permits multiple parties to be interconnected for voice communications.

Conference Originator

The initiator of an on-demand conference session.

Conference Session

A telephonic meeting initiated by a conference originator with multiple conferees interconnected.

Consumer/Caller/End User

Person initiating a telephone call by means of alternative operator services or purchases a prepaid calling card.

Customer

The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Credit Card Call

A billing arrangement whereby a customer may charge a call to a valid commercial credit card. American Express, VISA and MasterCard are examples of cards accepted by the Company.

Customer

The person or legal entity, who enrolls in, uses and is responsible for payment of charges provided by ILD and any affiliate authorized to provide ILD Consumer Services.

Customer Dialed Direct-Payphone Call

A call made from a public or semi-public payphone where a Customer makes a dialed direct state-to-state or international call and pays for the call by depositing coins into the payphone. The call is completed without the assistance of a Company operator.

Customer Provided Equipment

Terminal equipment provided by a customer.

Day Rate Period

8:00 a.m. to 4:59 p.m., Monday through Friday.

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**ISSUED BY:** Dennis Stoutenburg, President  
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Ponte Vedra Beach, FL 32082

---

1.1 Definitions: Cont'dDial Around

A method used by callers to purposely bypass a payphone company's local or long distance carrier services. Such methods include: calling card and alternative carrier's collect services such as 1-800COLLECT, 1-800CALLATT, or 1-800FAIRCALL.

Dial Calling Card Station to Station

A service whereby the customer dials zero, then the called station number and their calling card number, and where no live operator assistance is used.

Direct Dialed Station Calls

Directly dialed calls made from your home, billed to your main residential telephone account, and made without the assistance of an operator or an automated call processing system. This type of call is made by dialing 1 plus the 10 digit telephone number. Direct Dialed Station calls exclude, without limitation, the following types of calls: Operator, Calling Card, Busy Line Verification/Emergency Interruption, Directory Assistance and calls to 500, 700, 800, or 900 services.

Directory Assistance

Formerly known as "Information", is a directory service that allows callers to obtain telephone numbers for locations in the United States and Canada for a per call charge.

Directory Assistance Call Completion

After a caller has received a listing(s) from Directory Assistance, the consumer may ask ILD to complete a call for an additional charge to the requested telephone number without hanging up.

Disconnection

The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Dispute Resolution

This is the process for resolving a dispute with ILD.

Due Date

The last day for payment without unpaid amounts being subject to a late payment charge.

Evening/Holiday Rate Period

The hours of 5:00 p.m. to 11:00 p.m., Sunday through Friday. Officially recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Evening rates are applicable during all holiday hours, except for hours when a lower rate (i.e. Night/Weekend) is applicable.

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ISSUED: August 29, 2005

EFFECTIVE: September 29, 2005

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

1.1 Definitions: Cont'd

Holidays

Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Hospitality Service Customers

Hotels, motels, health care institutions, dormitories and other establishments where patrons, guests or occupants have telephone instruments made available for their individual use in non-public settings, such as guest rooms. Typically these instruments will be configured as extensions behind PBX equipment. Carrier does not provide such services to prisons.

Incomplete Call Attempt

A call that is placed, but not completed, either because there is no answer (called party is not home or doesn't answer) or there is a busy signal (caused by network conditions or the called telephone is off the hook).

Initial And Additional Period

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

In-State

Calls and related charges associated with calls placed by a calling party between originating and terminating telephones within the same state.

International

Calls and related charges to international countries or areas outside the United States and its territories.

IntraLATA

Telecommunications services that originate and terminate in the same Local Access and Transport Area.

IntraLATA Toll Carrier

A Company that a Customer subscribes to as their primary carrier for long distance in-state intraLATA calling services. Such carrier may also be referred to as Primary Local Toll Carrier or Primary Regional Toll Carrier.

Intrastate

Remaining entirely within the boundaries of a single state and, therefore, if related to telephone, falling under the jurisdiction of that state's telephone regulatory procedures.

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**ISSUED:** August 29, 2005

**EFFECTIVE:** September 29, 2005

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1.1 Definitions: Cont'd

Local Access and Transport Area (LATA)

LATAs are regional calling areas. Calls between LATAs are interLATA calls and calls within LATAs are intraLATA calls. IntraLATA and interLATA calls are considered Long Distance Calls.

Local Call

A call made in a Customer's immediate geographic area that do not carry any additional toll charges. A Customer's local call service area could extend to his/her entire neighborhood, city or county, depending on where he/she lives.

Local Telephone Company

The Company a Customer selects to establish and provide service for Local Calls for their telephone account.

Local Telephone Company Calling Card

A card issued by a Local Telephone Company that is accepted by ILD for the purpose of billing.

Local Toll Carrier

The company a Customer may select to provide calling services for calls outside of his/her local calling area and for which there would be a toll charge, but which are not considered long distance calls.

Long Distance

Any telephone call to a location outside the local service area.

Measured Use Service

The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message

A completed telephone call by a customer or user.

Minimum Monthly Usage Charge

A charge to an account that does not meet a specified minimum total amount for a particular service. The Minimum Monthly Usage Charge will be charged only when the actual charges for the account are less than the Minimum Monthly Usage Charge during the month in question.

Monthly Recurring Charge

A charge that may be associated with a particular service that requires that an amount be charged each month to an account for the service.

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ISSUED: August 29, 2005

EFFECTIVE: September 29, 2005

ISSUED BY: Dennis Stoutenburg, President  
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1.1 Definitions: Cont'd

Network Terminal

Any location where carrier provides services described herein.

Night/Weekend Rate Period

11:00 p.m. to 7:59 a.m., Monday through Friday; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Non-Recurring Charge

A one time charge.

Non-Subscriber

An Aggregator or End User Customer who has not selected IOS as it's presubscribed provider of services.

Non-Subscriber Surcharge

A surcharge applicable to intrastate operator assisted calls billed to a Domestic End User Customer Account that is not pre-subscribed to IOS as the Primary Long Distance Carrier.

Normal Business Hours

8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Operator Assisted Call

A call for which the calling party must use, or chooses to use, the assistance of a Company operator or an ILD automated call processing system to complete the call.

Operator-Assisted Services

Services which assist consumers in the placement or charging of a telephone call, either through live intervention or automated intervention, including automated store and forward technology where the placement or charging of a telephone call is accomplished at an aggregator location.

Operator-Dialed Calling Card Call

A call for which the Customer requires the assistance of a Company operator and provides both the called telephone number and the Calling Card number for billing purposes to complete the call.

Operator-Dialed Surcharge

A surcharge applied to Operator assisted calls in which the customer has the capacity to dial the number, but has the operator dial instead.

Operator Service Provider or OSP

Any telecommunications carrier that provides operator-assisted services, including AOS providers.

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**EFFECTIVE:** September 29, 2005

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1.1 Definitions: Cont'dOperator Services

Any of a variety of telephone services, which need the assistance of an operator, either live or automated. Such services include collect calls, third party billed calls and person-to-person calls.

Operator Station-to-Station

A service other than person-to-person whereby the assistance of a Company live operator is required to complete a call originated by the Customer.

Payphone Usage Charge

The Company will add a per call charge to the price of each call originating from a pay telephone and completed accessing the Company's long distance services with a dialing sequence other than "0+" or "0-". The fee, less administrative costs, is remitted to the owner of the payphone as required by the FCC.

Pay Telephone

A telephone instrument equipped with a device that allows a charge to be made for each call. Operator assisted long distance service is offered by the Carrier through providers of customer-owned pay telephones. Pay telephone instruments may be configured to accept or not accept coins, to read magnetically encoded cards or be a hybrid thereof.

Peak

For services using this rate structure, it consists of the hours from 8:00 A.M. up to, but not including 5:00 P.M. seven days per week, regardless of weekends or holidays.

Person-to-Person Call

A service whereby the Customer originating the call specifies to a Company operator the particular person to be reached or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises

The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

PICC (Pre-subscribed Inter-exchange Carrier Charge)

A charge levied by order of the FCC or state regulatory body to recover the costs of providing local access to the interstate long distance networks used to provide services under this tariff.

Presubscribed Provider of Operator Services

The provider of operator services to which the consumer is connected when the customer places a call using a provider of operator services without dialing an access code.

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1.1 Definitions: Cont'd

Primary Long Distance Carrier

A Company that a Customer subscribes to as their primary interexchange carrier for long distance state-to-state and in-state interLATA calling services.

Property/Premise/Location Imposed Fee

A charge, when assessed to the end user, which is passed through by the Company to the customer. The amount of each customer's surcharge is designated by the customer and incorporated into the contract between IOS and the customer.

Public/Semi-Public Telephone

A coin-operated or coinless telephone that generally is available for public use in the United States, Puerto Rico and the U.S. Virgin Islands. These telephones can be owned by a Local Telephone Company, a Long Distance Carrier, and/or private companies or individuals. Calls from Public/Semi-Public coinless telephones must use an alternate billing method such as calling card, prepaid card, third number billed or collect.

Rates

Amounts billed to customer for operator services or prepaid services and approved by the Commission.

Service Charge

A fee in addition to the underlying long distance charge for using the Company's Operator Services or prepaid services.

Station-to-Station Calls

Provides for the completion of a direct dialed call where no operator assistance is used. This is an automated only call.

Subscriber

The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which an End User places a call utilizing the services of the Company.

Terminal Equipment

All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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EFFECTIVE: September 29, 2005

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1.1 Definitions: Cont'd

Third Party Billed Call

A billing arrangement by which the charges for call may be billed to a number that is different from the calling number and the called number.

USF

The abbreviation for the Universal Service Fund.

Zero-minus (0-) Call

A call that is made by dialing a single zero.

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**ISSUED:** August 29, 2005

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**1.2 Abbreviations:**

**LATA - Local Access Transport Area**

**LDA - Local Distribution Area**

**LEC - Local Exchange Carrier**

**MTS - Message Toll Service**

**NECA - National Exchange Carriers Association**

**PBX - Private Branch Exchange**

**SAL - Special Access Line**

**V&H - Vertical and Horizontal**

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**ISSUED:** August 29, 2005

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides alternative operator services and long distance interexchange service to customers for their direct transmission of voice, data, and other types of telecommunications by end users.

The Company provides Operator Assisted Station-to-Station Calls, Operator Assisted Person-to-Person Calls, Operator Assisted Collect Calls, Operator Assisted Third Number Billed Calls and Customer Dialed Calling/Credit Card calls, and Operator Assisted Conference Calling services.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access, on a dial-up basis or via 8XX number. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier's network. The customer shall be responsible for all charges stated in this tariff.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

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SECTION 2 - RULES AND REGULATIONS-cont'd

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding, whether resulting from carriers negligence or not, an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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SECTION 2 - RULES AND REGULATIONS- cont'd

2.4 Limitation of Carrier Liability (continued)

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of patent or 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 carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a 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, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, locations, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Carrier.

2.5 Interruption of Service

- A. When a subscriber's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the local exchange company or being found by the company to be out of order, whichever occurs first, the company shall make prorata adjustments to the subscriber's account, based upon the amount of time the subscriber was without service. This rule does not apply if the outage occurs as a result of:
  - (1) A negligent or willful act on the part of the customer;
  - (2) A malfunction of customer-owned telephone equipment;
  - (3) Disasters or acts of God; or
  - (4) The inability of the company to gain access to the customer's premises after Carrier has requested that customer provide access to the premises.

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EFFECTIVE: September 29, 2005

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SECTION 2 - RULES AND REGULATIONS-cont'd

2.6 Customer Responsibility

2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - A. The negligence or willful act of the customer or user.
  - B. Improper use of service.
  - C. Any use of equipment or service provided by others.

2.6.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**ISSUED:** August 29, 2005

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

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**2.6.3 Deposits**

The Company reserves the option to require deposits or advances from customers. Should the Company decide to require deposits from its customers, the following method for calculating the appropriate deposit will be used. The Individual Service History Method utilizes factors such as the amount of the deposit based on the known or estimated service history of the customer. The amount of a deposit assessed for toll service shall not exceed two hundred thirty percent (230%) of the estimated or, or where the customer or service applicant has either an existing or a previous toll service account billing history with the local service provider, the historic monthly average total charge for all regulated toll services provided (or to be provided) to the customer by the company or companies on whose behalf the deposit is assessed. where the ap

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**2.6.4 Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

**2.6.5 Credit Allowance**

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.
- B. Credit allowances begin when the customer notifies the Company of the failure or when the Company becomes aware of the failure and cease when the operation has been restored and an attempt has been made to notify the customer.
- C. The customer shall notify the Company of failures of service or equipment and made reasonable attempts to ascertain that the failure is not caused by customer-provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

- (A) Interruptions of service resulting from Carrier performing routine

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**ISSUED:** April 5, 2007**EFFECTIVE:** April 5, 2007

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SECTION 2 - RULES AND REGULATIONS-cont'd

maintenance;

- (B) Interruptions of service for implementation of a customer order for a change in the service;
- (C) Interruption caused by the negligence of the customer or his authorized user;
- (D) *Interruptions of service resulting from the failure of service or equipment due to customer-provided facilities.*
- (E) No credit shall be allowed for an interruption of less than two hours.

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ISSUED: April 5, 2007

EFFECTIVE: April 5, 2007

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SECTION 2 - RULES AND REGULATIONS-cont'd

2.6.5 Payment and Charges for Services

- A. Service is provided and billed on a monthly or per call basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customers will be charged a late payment penalty on past-due amounts.
- F. Customers will be charged a fee on all checks issued to Carrier which are returned by the issuing institution.

2.6.5.1 Payment for Services - Affinity Services

General- The Company's domestic Affinity Long Distance Services are offered at fixed per minute rates regardless of distance between originating and terminating points. The fixed rate applicable to each call is set forth in section(s) 3.1 and 3.2

Rounding Fractional Charges- When the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the nearest higher cent.

Extra Copies of Bill of Call Detail Records- Extra copies of a Card Holder's monthly Affinity Long Distance Services bill will be provided on request by the Company at the rate of \$0.25 per copy, per page with a minimum charge of \$1.50.

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**ISSUED:** August 29, 2005

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

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**2.6.5.3 Affinity Long Distance Services**

Affinity Long Distance Subscribers are responsible for payment of charges for long distance services billed to their account. All charges due by the Subscriber are payable when presented and become past due no less than thirty (30) days after postmarked. Charges may be paid to a credit card company if the Company has approved the Subscriber's request for credit billing. The terms and conditions for billing, payment and collection, including without limitation, any late payment, returned check or service restoration charges, is specified by the Company in accordance with Commission Rules and Regulations.

**2.6.6 Application of Charges**

The charge for service are those in effect for the period that service is furnished.

**2.6.7 Taxes**

Customer is responsible for payment of any federal, state and local taxes (i.e. Gross Receipts Tax, sales tax, municipal utilities tax) and regulatory imposed fees or surcharges (i.e. for USF) which will be listed as separate line items and which are not included in the quoted rates.

**2.6.8 Billing Disputes**

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

The Company will resolve any disputes brought to its attention as promptly and effectively as possible. You may reach the PUCO at: 1-800-686-7826 (toll free) or 1-614-466-3293 or for TDD/TTY at 1-800-686-1570 (toll free) or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays; Internet - [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov); Mailing address- Public Interest Center, Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, OH 43215-3793.

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In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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**SECTION 2 - RULES AND REGULATIONS - cont'd****2.6.8.1 Affinity Service Dispute Resolution**

For consideration of any disputed charges related to Affinity Long Distance Service a Subscriber may contact a Company Customer Service Representative to discuss the basis for such dispute. After investigation, the Customer Service Representative may adjust the Subscriber's account balance in an amount not to exceed the disputed charge. Alternatively, the Subscriber may submit to the Company, in writing, in a reasonable amount of time, detailed information describing the basis for the dispute and the amount of the disputed charge. The Company will promptly investigate and inform the Subscriber as to its findings and disposition.

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**2.7 Carrier Responsibility****2.7.1 Credit Upon Cancellation**

Where 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 for each day the service was rendered. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

**2.7.2 Disconnection of Service by Carrier**

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

**2.7.2.1** Non-payment of any sum due to Carrier for service for more than twenty days beyond the date of rendition of the bill for such service;

**2.7.2.2** A violation of any regulation governing the service under this tariff;

**2.7.2.3** A violation of any law, rule, or regulation or any government authority having jurisdiction over the service; or

**2.7.2.4** Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

**2.7.2.5 Affinity Services - Discontinuance or Temporary Suspension of Service**

The Company may discontinue or temporarily suspend service under the following circumstances:

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SECTION 2 - RULES AND REGULATIONS-cont'd

- (A) Non-payment of any sum due the Company for service more than thirty (3) days beyond the payment due date upon 5 days written notice.
- (B) Payment for services with a check returned for insufficient funds or account closed.
- (C) Exceeding the Maximum Account Balance limit during any weekly billing period.
- (D) A violation of, or failure to comply with, any regulation governing the provision of service under this tariff.
- (E) Provision by Subscriber of false and/or inaccurate information of a material nature in order to obtain Service.
- (F) For lack of use by Card Holder for three (3) full billing cycles.

**2.7.2.6 Affinity Services - Notice for Discontinuance or Suspension**

Upon occurrence of any of the circumstances detailed in the Subscriber's Account Code will be temporarily deactivated and the Subscriber referred to Customer Service for resolution and terms for restoration of service. Company will provide Subscriber with written notice five (5) days prior to discontinuance or termination, the reason(s) therefore and the terms for reactivation of their account. Such notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. mail to the Subscriber's last known address.

**2.7.2.6 Affinity Services -Restoration of Service Charge**

In the event Service is discontinued or temporarily suspended pursuant to Section 2.8.2.7 (a), the Company may restore such Service upon receipt of payment for all amounts past due together with a restoration of Service Charge of \$15.00.

The Company may refuse to accept a personal check in payment if a Subscriber's check for payment of service has been dishonored, excepting for bank error, within the last twelve (12) months.

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**ISSUED:** August 29, 2005**EFFECTIVE:** September 29, 2005

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SECTION 2 - RULES AND REGULATIONS-cont'd**2.7.3 General Operator Services Provisions**

- 2.7.3.1 Carrier furnishes operator assistance services to pay telephone providers by reselling local exchange and interexchange telecommunications services.
- 2.7.3.2 Operator assistance services are provided primarily to subscribers that serve transient end user markets. Terminal equipment accessing the services will route operator assisted calls over designated carrier facilities to regional digital call processing switches served by the underlying carrier's operator centers.
- 2.7.3.3 Calls requiring operator intervention such as Collect, Third Party Billed, Person-to-Person and certain Calling/Credit Card calls will be routed to an operator position by the processor. Operators and automated interfaces will answer each call by identifying the services as that of the Company's.
- 2.7.3.4 The operator will collect billing information and perform validation and call acceptance functions. If the call is authorized, the operator will release the call for completion and call timing will then be performed in the processing switch. Automated interface Calling Card and Credit Card calls are validated through an automated interface and if authorized will be completed without operator intervention.
- 2.7.3.5 Switch processors forward call message detail via magnetic tape for computer processing and application of tariffed rate. After rating has been performed billing tapes are created and forwarded to local exchange carriers and commercial credit card companies. These companies acknowledge receipt and, after processing, confirm revenues due and payable to the Company.
- 2.7.3.6 Operator assistance service charges are fixed per call fees tariffed by the Company for operator service rendered in connection with completed calls. The operator assistance service charges applied will be in accordance with the billing method selected by the End User. The applicable operator assistance service charge is added to the measured usage charge to establish the total charge a completed operator assisted call.

**2.8 Company Obligations for Provision of Operator Services**

When providing operator assisted services, the Company will:

- 2.8.1 Identify itself audibly and distinctly to the customer at the beginning of each telephone call before the customer incurs any charges:
- 2.8.2 Permit the customer to terminate the call at no charge before the call is connected;

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

- 2.8.3 Disclose immediately upon request and without charge to the customer;
- A. The rates and/or charges for the customer's intended calls;
  - B. The methods by which such rates or charges will be collected; and
  - C. That the preferred carrier can be reached by access code or toll-free customer service number.
- 2.8.4 The Carrier will conspicuously post the following information on or near the pay telephone;
- A. The name, address and toll-free telephone number of the Carrier;
  - B. A written disclosure that the rates, operator service charges and location specific surcharges for all operator assisted calls;
  - C. A statement that interLATA calls made with calling cards, including IXC cards, may be carried by the Customer Owned Pay Telephone provider;
  - D. Dialing instructions;
  - E. A toll-free telephone number for billing inquiries;
  - F. A description of complaint procedures; and
  - G. A statement that end users have the right to obtain access to the interexchange carrier of their choice.
- 2.8.5 The Company will not require or participate in blocking any end user's access to a preferred carrier.
- 2.8.6 COPT providers using store and forward technology shall route all zero-minus (0-) calls immediately to the originating LEC.
- 2.9 Fractional Charges for Services
- Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued. That figure is divided by thirty days and the resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

The customer's monthly or per call usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up." If the called station "hangs up," but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment.

- (A) For person-to-person calls, the timing of the call for purposes of billing begins when the calling person and the particular person or station specified or an agreed alternate identifies themselves as the party designated to receive that call. For collect calls the timing of the call for purposes of billing begins after a person verbally accepts the charge for the call. For a third party call, the timing of the call for purposes of billing begins after the person requested to accept charges accepts those charges and connection is made to the number being called.
- (B) Unless otherwise specified in this tariff the minimum call duration for billing purposes is 1 minute for a connected call.
- (C) Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute of billing purposes

There are no charges incurred for uncompleted calls. In the event an uncompleted call is charged to a customer's bill, a one minute credit will be issued upon request.

**3.2 Service Period**

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

**3.3 Interconnection**

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier in this tariff. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

**3.5 Calculation of Distance**

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates generally used within the industry.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

**Calculation of Distance - Affinity Services**

The Company's domestic Affinity Long Distance Services are offered at fixed per minute rates independent of distance between originating and terminating points.

**3.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% of 1+ calls attempted during peak use periods.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.7 Special Promotions**

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

**3.8 Service Offerings**

The Company will provide the following services:

**3.8.1 AOS Service Offerings**

The Company will furnish operator services for the completion of calls by End Users made with the assistance of a Company operator within the state including Aggregator sites and locations. Aggregator sites include, but are not limited to, hotels/motels, hospitals, businesses, military establishments, and locations of public, semi-public, or private pay telephones. Services will include, but are not limited to Collect, Person-to-Person, Third Party Billed, and Calling Card Calls, and Conference Calling services.

**3.8.2 1+ Interexchange Telephone Service**

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. In non-equal access areas, the customer will gain access to the company's underlying carrier network by dialing a 101XXX access code which will be provided by the Company.

Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week

**3.8.3 Directory Assistance**

Listed telephone numbers will be provided to requesting customers at a per call charge.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.8.4 ILD's Rollicall™ TeleConference Service**

ILD's ROLLCALL™ TeleConference Service furnishes Interlata and Intralata Business Long Distance Service *telecommunications* between two or more stations. Teleconference Service is available as a dial-out or dial-in service and as an operator-assisted or automated service by stations connecting to and from an Audio-TeleConference Bridge.

The Audio-Teleconference Bridge provides the capability to establish a conference between multiple voice stations. The Audio-Teleconference Bridge can be utilized to establish either a dial-out or dial-in conference. A dial-out conference can be Customer-Dialed or Operator Set Up. Customers who subscribe to ILD TeleConference Voice Plan, ILD Data x Change Conference Plans or ILD TeleConference Promotion Plans or who purchase ILD TeleConference Services pursuant to ILD Contract Service guides may elect the following call types:

A dial-out conference can be Customer Dialed or Operator Set-Up.

A dial-out, Customer-Dialed conference is provided on a demand basis.

A dial-out, Operator Set-Up conference is provided on a reservation or a demand basis.

**3.8.4.1 Bridge Arrangement**

All charges incurred for the Audio-TeleConference bridge will be billed on a time of use basis.

A TeleConference conference can be established either using Reservationless Service or by making a reservation. The Reservationless Service separately provides both Automated and Operator Assisted call types as well as toll-free dial-in, caller-paid dial-in, customer dialed, and/or a combination of these access types. Reserved Service allows the customer to setup a conference by making a reservation by calling a customer care center or through the Internet Reservation System.

An order for a bridge reservation may be changed or canceled at any time up to 30 minutes before the reservation start time. If a Customer with a bridge reservation using the toll-free or caller-paid access changes, cancels, or does not use the bridge and has not notified the Company prior to 30 minutes of the reservation start time. ROLLCALL reserves the right to bill the customer a cancellation charge.

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SECTION 3 - DESCRIPTION OF SERVICE-cont'd

3.8.4.2 Dial-Out Bridge Arrangement

These additional Terms and Conditions apply to ILD Dial-Out/Operator Assisted and to ILD Dial-Out/Customer Dialed Conference calls.

Chargeable time will stop for a bridge arrangement which is ordered on a reservation basis when the last conferee hangs up. If extended beyond the ordered TeleConference time, the chargeable time stops at the end of the requested extension or when all conferees hang up.

Chargeable time will stop for all charges for bridge arrangements other than those ordered on a reservations basis when all conferees hang up.

Chargeable time for a TeleConference call begins when each available connection is established on the bridge. Chargeable time ends for any station on a TeleConference call when that station hangs up.

3.8.4.3 Operator Assisted Dial- In Bridge Arrangement

Customers use operator assistance when conferees dial into the bridge. This call type can be initiated by making a reservation. Operator Assisted Dial-In is available to ILD customers, which have an ILD TeleConference Service Plan. Operator Assisted Dial-In allows the Host to use the same dial-in number and access code every time they need to initiate a conference call. Toll Free Dial In, Caller Paid Dial In, and Customer Dialed are available for billing of calls. Operator Assisted Dial In conference calls may require each participant to provide the following information as they dial-in: Name, Location, and/or Password.

3.8.4.4 Toll Free Dial-In Option

Actual usage charges will be billed for each user actually connected to a station on the TeleConference.

To determine the minutes of use, add the duration of each conferee's time actually connected to the TeleConference.

3.8.4.5 Caller Paid Dial-In Option

Each conferee provides its own transport to the bridge, except for conferees added to the TeleConference call by the operator. Usage charges apply only for the time that the conferees are actually using the bridge. In addition, for conferees added

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to the TeleConference call by the Operator, the a Set-Up Charge may also apply in addition to the actual usage charges.

To determinate the port minutes of use, add the duration of each conferee's time actually connected to the TeleConference.

**3.8.5 ILD ROLLCALL™ TeleConference Service**

ILD ROLLCALL™ TeleConference Service provides for a conference to be established (on an Operator Assisted Dial-In basis, both toll-free and caller-paid) and by an ILD operator on a dial-out basis between multiple voice stations. The TeleConference Service provides a customized call reservation and call set-up process that includes, when requested by the conference originator, progress reports which provide information regarding the current status of the call; i.e., call start time, how the call is progressing, if someone drops off and/or is reconnected and notification of call termination.

ILD actively monitors ILD's ROLLCALL™ TeleConference Service to ensure a high level of service quality and reliability unless the customer specifically requests to the contrary.

A ROLLCALL™ TeleConference may be ordered on a demand or on a reserved basis. All conference charges will be billed to the conference originator. Pre-notification to conferees of a ROLLCALL™ TeleConference call is also available.

**3.8.5.1 Event Dial-In TeleConference**

Event Dial-In TeleConference Service provides for a conference to be established on a dial-in basis and dial-out to hosts and speakers basis between multiple voice stations. The Event Dial-In TeleConference Service provides a customized call reservation and call set-up process that includes, when requested by the conference originator, progress reports which provide information regarding the current status of the call; i.e., call start time, how the call is progressing, if someone drops off and/or is reconnected and notification of call termination.

ILD actively monitors the Event Dial-In TeleConference Service to ensure a high level of service quality and reliability. The Event Dial-In TeleConference Service calls are confidential. Operators will not reveal information about any call, including the fact that the call occurred to any unauthorized third party. The operator is not a party to the call with off-call monitoring.

The Event Dial-In TeleConference Service may be ordered on a demand or on a reserved basis. All conference charges will be billed to the conference

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originator. Pre-notification to conferees of an Event Dial-In TeleConference Service Call is also available.

**3.8.5.2 TeleConference Billing Options**

The total TeleConference call charge may be billed to only one station. Billing will be direct billed or can be made to a credit card (American Express, Visa, MasterCard).

**Service/Component/Capability**

- Outbound
- Toll Free

**3.8.5.3 Enhanced Operator Assisted Features**

**Audience Polling** - Questions are asked of the group and answers are given by DTMF tones on the participants end. These answers can then be printed and sent to the leader/host of the conference following the conclusion of the conference.

**Questions and Answer Session** - A Q&A session that is facilitated by the operator can be conducted.

**Participant List** - A list of all participants can be provided following the conclusion of the conference.

**Com Line** - A separate communication line established for the contract to have a play by play prior, during and a wrap up session following the conference conclusion.

**Conference Recording**- The conference will be available for digital replay, or it can be burned to a CD.

**3.8.6 ILD Data x Change Conferencing**

This service is a Data Conference Service ("ILD Data x Change Meeting Service") and is provided within the family of ILD TeleConference Services. ILD Data x Change Meeting Service can be used in conjunction with other ILD TeleConference Services to enable Customers to present, collaborate, share files/applications, and modify documents via the Internet. Specific Data x Change Meeting Services Feature Descriptions are as set forth in Section 2 herein.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.8.6.1 Feature Description:**

The following primary features are currently available for this service, as may be modified from time to time:

- (a) **Presentation Mode.** This is targeted at "one to many" applications, and facilitates one-way transmission of documents such as spreadsheets and slide presentations. For example, Keynote addresses, shareholder meetings, press conferences, and virtual classrooms can all be conducted in a "broadcast" mode.
- (b) **Collaboration Mode.** This is targeted at applications involving smaller groups where participants can share applications and exchange information.
- (c) **Application Sharing.** A user can share a program or application running on one computer with other participants in the conference. Participants can review the same data or information, and see the actions of the host (for example, editing a customer contract or browsing a web site.) Participants can share Windows-based applications transparently without any special knowledge of the application capabilities. The person sharing the application can choose to collaborate with other people in a call, and they can take turns editing or controlling the application. Only the person sharing the program needs to have the given application, e.g., Microsoft PowerPoint © installed on their computer.
- (d) **Online Polling.** Polling allows the host to create a survey prior to a conference. Results can be tabulated immediately and if desired, shared with the entire audience.
- (e) **Whiteboard.** The whiteboard program is a multi-page, multi-user drawing application that enables users to sketch diagrams, organization charts, or display other graphic information with people on a call. A remote pointer or highlighting tool can be utilized to point out specific contents or sections of shared pages. This capability extends the application sharing feature by supporting ad hoc collaboration on a common drawing surface.
- (f) **Chat.** Participants can type and transmit text messages to share common ideas or topics with other people, or record meeting notes and action items as part of a collaborative process. Chat and its aspects are Host controlled options. There are three types: Chat to All, Private Chat to any other meeting attendee, and Chat only to Host.
- (g) **Record & Playback.** The host and or participants can record the audio portion of the conference to be played back at any time.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

(h) SSL Encryption. Secure Socket Layers, secure every meeting. All data traveling to and from our server is SSL encrypted.

ILD reserves the right to modify features from time to time.

**3.8.6.2 Charges**

ILD reserves the right to modify charges for ILD Data x Change Meeting Service.

Charges for ILD Data x Change Meeting Service are in addition to applicable charges for other ILD TeleConference Service, which can be used in conjunction with the Data x Change Meeting Service.

**3.8.6.3 Billing**

Data x Change Meeting Service is billed on a Cost Per Minute basis.

**3.8.7 Cost Per Minute**

Data x Change Meeting usage charges are cents per minute multiplied by the number of ports used in a Data x Change Meeting conference to determine the total usage minutes. Total usage minutes are calculated for each Data x Change Meeting conference. Charges for ILD Data x Change Meeting Service are in addition to applicable charge for ILD TeleConference Service, which can be used in conjunction with Data x Change Meeting Service.

**3.9 Inmate Collect Only Services**

The Company's Inmate Collect Only Services are available to individuals in correctional facilities whose administrations have contracted with the Company to provide such services to its inmates and shall be arranged to allow only "0+" collect calls for local and long distance calls and to block all other calling including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0", 700, 800, 888, 900, 976, 950, 911 and 10XXX.

**3.9.1 Limitations**

Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

The Company reserves the right to temporarily suspend service when necessitated by conditions beyond its control, including but not limited to network outages and equipment failures or when a customer is using the service in violation of the provisions of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

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.

The Company reserves the right to refuse service to customers due to insufficient or invalid billing information and/or refusal of a third or called party to accept billing.

**3.9.2 Service Points**

The Company's Inmate Collect Only Services are available to individuals in correctional or penal facilities, mental institutions or job corps whose administrations have contracted with the Company to provide such services.

**3.9.3 Payment for Services**

All charges due by the customer are payable to any agency duly authorized to receive such payments. The billing agency may be a Local Exchange Company with whom the Company has Billing and Collection Agreements; or a Third Party Billing Agent through Local Exchange Companies with whom it has Billing and Collection Agreements; or a credit card company. Due dates and methods of payment are those specified by the billing agency.

**3.9.4 Credits and Refunds**

Customers may receive credit adjustments up to an allowable amount for contested charges by contacting the Company or the billing agency whose number is shown on the customer's bill. Adjustments exceeding these allowances, if any, will be authorized after appropriate investigation. Credit card companies will credit the contested amount(s) and notify the Company for investigation and rebilling if appropriate.

**3.9.5 Service Offerings - Inmate Collect Only Services**

Inmate Collect Only Service permits inmates or residents to place collect calls over the Company's Network from authorized telephone numbers in a controlled environment. Telephones and associated equipment will be provided at the option of the Company for the exclusive use of inmates serviced within the confines of a penal, correctional, mental institution, or job corp center where potential usage by inmates or residents warrants establishing the service.

**3.9.5.1 Subject to other applicable provisions of this Tariff, inmate collect only service:**

- A. Will be arranged for outward calling only;
- B. At the request of the facility, may be arranged to terminate calls after a certain amount of conversation time. The Company will

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SECTION 3 - DESCRIPTION OF SERVICE-cont'd

- C. not provide credit or equivalent service to the called or calling parties for such calls;
- D. Shall be arranged to block Directory Assistance calls;
- E. Shall be arranged to allow only "0+" collect calls for local and long distance calls and to block all other calling, including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0-", 700, 800, 900, 976, 950, 911, and 10XXX;
- F. At the request of the facility, may be arranged to limit individual inmate calls or approved telephone numbers; and to block access access to certain telephone numbers;
- G. At the request of facility, call detail information, such as date and time of call, duration of calls, and called and calling telephone number, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders;
- H. May be arranged to limit the number of calls or call attempts to any single telephone number.
- I. At the request of the facility, the Carrier may provide inmates with the capability to make local calls to public defender telephone numbers at no charge.

3.9.5.2 At the request of the facility and where necessary to preserve to security and orderly management of the institution and to protect the public, monitoring equipment may be provided on the coinless telephones on the premises of the state and federal prisons subject to the following conditions:

- A. The equipment is to be used exclusively for the purpose of monitoring outgoing, operator-handed collect telephone calls made by inmates; and
- B. The monitoring shall comply with all applicable federal and state laws concerning privacy, electronic surveillance, and eavesdropping.
- C. The Carrier will furnish posting materials for the use of the facility.
- D. Long distance rates for Inmate Collect Only Service are set forth in Section 4.7.11.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.10 Prepaid Calling Card Services**

ILD's Prepaid Card charges customers a fixed dollar amount in advance for long distance calling. Customers must dial a toll free 800 access or a local phone number from a touch-tone phone to use the service. All rates are exclusive of federal, state, local taxes, fees and assessments and payphone dial-around surcharge. The rate with the applicable tax, fee, assessment and payphone dial-around surcharge will be depleted from the customers card for each taxable call made. Customers of ILD Prepaid Card may enroll in the following Prepaid Card Programs: Surcharge Fee Products or Flat Rate Products.

Except for the rates, rules and regulations particular to the Prepaid Card Programs specified, all other rates, rules, and regulations pertaining to the provision of ILD calling card services apply. Each prepaid calling card call is subject to a \$0.40 - \$0.79 payphone or dial-around surcharge. The number of available prepaid cards is subject to technical limitations.

3.10.1 ILD's Prepaid Calling Cards may be obtained from the Company or any authorized agent in various denominations with a per unit (minute) value which is exclusive of all applicable federal, state, local taxes, fees and assessments. However, the value of any single prepaid calling card shall, absent exceptions, be less than US \$100.00. However, recharges can be made up to \$150.00. The prices apply 24 hours per day, 7 days a week.

3.10.2 The value of the telecommunications service (in units or dollars) will be indicated on the card.

3.10.3 Credit allowances for failure of service will be granted in accordance with the terms set forth in this tariff, upon notification of the Company by the customer.

3.10.4 Exclusions:

The following types of calls cannot be completed with ILD's Prepaid Calling Card Service:

Calls to 600, 700, 800, 900 and 950 numbers; and international directory assistance.

3.10.5 Card Depletion/Refreshment and Expiration:

Card Depletion: Prepaid Calling Cards will be reduced and depleted proportionately with customer usage and by the applicable federal, state, local taxes, fees and assessments due on each applicable call. Customer usage includes but will not be limited to the rate per minute, connection fee (if any), disconnect fee (if any), payphone fee, and real-time or post time administration fee (if any). At the beginning of each call, the user will be notified as to the amount of minutes or units that remain on the card for the particular destination dialed. Customer will be given a notice one minute before the card balance

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is fully depleted. When the available time is depleted, the card will be terminated and service discontinued.

**Refreshment:** Additional units or dollars may be added to unexpired cards by charging the services to a commercial credit card accepted by the Company. Such transactions are available through ILD provided telephone numbers or at a retailer through ILD's point-of-sale activation process. Such additional units or dollars will be charged the prevailing per unit or dollar rate on the date of refreshment. A minimum of 20 units or dollars must be added to the card on each refreshment when refreshment is made through a call center. Customer may be able to refresh a Prepaid Calling Card by a voice prompt or by calling the Company's customer service representatives.

If the end user is holding a rechargeable card, the user can extend the value of the card via calling into our call center or a voice prompt by charging the cost of additional increments on an authorized major credit card user. An online credit check will be done to ensure available credit.

**Expiration:** ILD's prepaid cards expire in various ways including, but not limited to a specified amount of months from the date of either first or last use. If any card has too little time to place a one minute call and is not rechargeable, that card will expire within sixty (60) days of last usage.

**Special Responsibility:** The Company is not responsible for theft, loss or unauthorized use of any Prepaid Calling Card of the associated Personal Identification Number (PIN). Where applicable, any reseller is solely responsible for the collection and payment of all applicable federal, state and local taxes, fees and assessments, duties or similar fees assessed by any governmental body or regulatory authority in connection with the service.

**Credit Allowances:** ILD will provide a credit equal to one minute of applicable service for ILD prepaid card calls that are interrupted or are subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is : i) not reported to ILD; or ii) due to failure of power, equipment or systems not provided by ILD.

**3.10.6 Non-refundable:**

Prepaid Calling Cards are non-refundable. Customers may determine the remaining units or minutes on their card by dialing an ILD provided 800 number. The possession of a card will entitle the user to make calls from the time of card activation until the available card balance is depleted or the card is expired. The Company will not refund or issue credit on unused units (minutes) for any prepaid card.

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3.10.7 Other Charges:

Deposit Forfeiture: Upon cancellation of any order to Prepaid Calling Cards prior to delivery, the customer forfeits any deposit(s) made with the Company for the prepaid calling cards and/or PIN codes.

Card Delivery and Printing: Delivery and printing charges for orders of Prepaid Calling Cards are determined on an individual case basis.

3.10.8 Other conditions of service:

Only the entity or individual whose name the original qualifying purchase was made shall be deemed to be the customer. Related entities, such as affiliates and subsidiaries, spouses and relatives, shall not be treated as the customer.

Calls to 700, 600, 800, 900 and 950 numbers and International Directory Assistance may not be completed using any ILD prepaid card and will be blocked.

Calls may only be made using an ILD Prepaid Calling Card that has a sufficient available balance to make such call.

ILD Prepaid Calling Card balances will be reduced and depleted based upon usage and applicable federal, state, local taxes, fees, assessments and payphone dial-around surcharge.

3.10.9 Enhanced Options

Prepaid Calling Cards may be purchased for use with enhanced options and services. The following options and services may be available:

Multilingual voice prompts  
Ability to enter a new PIN code  
Recharge and speed dial.

3.10.10 Card Distributors

The Company will make ILD Prepaid Calling Cards available to wholesalers or other distributors whose price per card will be determined based upon the number of prepaid cards purchased and whether the purchase is an isolated incident or made on a reoccurring basis. The wholesale cost per minute of use will be the rate stated in Section 4.9 and is dependent upon whether the card is a wholesale or retail purchase. The denomination or number of minutes will be set forth on the front of each card.

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ISSUED: August 29, 2005

EFFECTIVE: September 29, 2005

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082



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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

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**3.11 IOS Prepaid Institutional Calling Services****General**

IOS Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement institutions. This service is designed to offer a calling alternative for the following circumstances:

- A) Called parties who utilize the services of local exchange carriers that do not offer third party billing of collect calls; and
- B) Called parties whose credit history is inadequate to receive collect calls; and
- C) Inmates who wish to utilize their commissary funds for call placement; and
- D) Called parties who wish to budget their monthly expense for collect calls.

Prepaid Institutional Calling Services are not subject to the Deposit and Advance Payment provisions found in this tariff.

Prepaid Collect Service is the method which allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

Prepaid Collect Services is available for those parties (Customers) who receive collect calls from inmates in Confinement institutions. A prepaid account is set up by the Company for the Customer. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

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**ISSUED:** January 28, 2006**EFFECTIVE:** February 28, 2006,

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc. (D)  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

SECTION 4 - RATES AND CHARGES-cont'd

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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**ISSUED:** August 29, 2005

**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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SECTION 4 - RATES AND CHARGES-cont'd

4.2 Directory Assistance

Per Call: \$1.40 (R)

4.3 Returned Check Charge

When payment for Service in the form of a bank check is returned for insufficient funds, the Subscriber will be assessed a service charge of \$20.00 to cover the cost of processing the check.

4.4 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

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ISSUED: October 11, 2007

EFFECTIVE: October 11, 2007

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
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Ponte Vedra Beach, FL 32082

SECTION 4 - RATES AND CHARGES-cont'd

## 4.5 Alternative Operator Services Rates

The Company will disclose to the end user, at the beginning of the call before the end user incurs any charges, a quotation of the total cost of the call, including a breakdown of all charges imposed by the AOS provider and the applicability of any taxes. The Company will allow the end user to terminate at no charge before the call is connected. The Company will retain an audio-recorded verification of the end-user's acceptance of the quoted rates and charges of the call. Such verification, which must be provided to the commission or its staff upon request, shall at a minimum consist of an audio recording that preserves evidence of those portions of the call. The end user both identifies himself/herself and also affirmatively accepts the quoted rates and charges for the call before the call is completed and any charges are incurred. Such end user identification and acceptance may be accomplished on AOS calls when an end user enters his or her credit or calling card.

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(N)

## 4.5.1 IntraLATA Alternative Operator Service Rates Per Minute:

4.5.1.1 Rate Plan 12A - Billed in 1 minute incrementsIntraLATA/InterLATA Rate per Minute

<u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
1-9999	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500

(I)

4.5.1.2 Rate Plan 12A - Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$2.75	\$2.75	\$2.75	\$2.75
Collect	\$2.75	\$2.75	\$2.75	\$2.75
Third Party	\$2.75	\$2.75	\$2.75	\$2.75

(R)

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(R)

ISSUED: April 5, 2007

EFFECTIVE: April 5, 2007

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

SECTION 4 - RATES AND CHARGES-cont'd

## 4.5 Alternative Operator Services Rates-cont'd

4.5.1.3 Rate Plan IOS TTM -

IntraLATA/InterLATA Rate per Minute - 3 minute minimum - Billed in 1 minute increments thereafter.

<u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600

4.5.1.4 Rate Plan IOS TTM- Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$4.80	\$1.70	\$2.50	\$2.50
Collect	\$4.80		\$2.50	\$2.50
Third Party	\$4.80		\$2.50	\$2.50

ISSUED: April 5, 2007

EFFECTIVE: April 5, 2007

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

**SECTION 4 - RATES AND CHARGES-cont'd****4.6 Dial Around Operator Services Rates****4.6.1.1 Rate Plan IOS TTM- 8XX**

IntraLATA/InterLATA Rate per Minute - Calls billed in 3 minute increments with an initial period for billing purposes of one (1) minute.

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	0.3900	1.1700	0.3900	1.1700	0.3900	1.1700

**4.6.1.2 Rate Plan IOS TTM 8XX- Service Charges**

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$6.09	\$4.10	\$4.10	\$6.09
Collect	\$6.09		\$4.10	\$6.09
Third Party	\$6.09		\$4.10	\$6.09

(D)

(D)

**ISSUED:** June 8, 2007**EFFECTIVE:** June 8, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

SECTION 4 - RATES AND CHARGES-cont'd

## 4.6 Dial Around Operator Services Rates-cont'd

4.6.1.5 Rate Plan 801 - 800 Call OperatorIntraLATA/InterLATA Rate per Minute - Billed in 1 minute increments.

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	0.4500	0.4500	0.4500	0.4500	0.4500	0.4500

4.6.1.6 Rate Plan 801 - 800 Call Operator Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card/Credit Card (T)	\$12.50 (I)	\$5.99 (I)	\$7.50 (I)	\$7.50 (I)
Collect	\$12.50 (I)		\$2.99	\$7.50 (I)
Third Party	\$12.50 (I)		\$6.99 (I)	\$9.99 (I)
Operator Dialed Surcharge	\$1.99		\$1.99	\$1.99

(N)

4.6.1.7 Rate Plan TTM00-800 - 800 Call Operator

(N)

IntraLATA/InterLATA Rate per Minute - Billed in 3 minute increments.

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> 3 Min.</u>	<u>Add'l 3 Min</u>	<u>1<sup>st</sup> 3 Min.</u>	<u>Add'l 3 Min.</u>	<u>1<sup>st</sup> 3 Min.</u>	<u>Add'l 3 Min.</u>
0-9999	5.1800	5.1800	5.1800	5.1800	5.1800	5.1800

4.6.1.8 Rate Plan TTM00-800 - 800 Call Operator Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card/Credit Card	\$12.50	\$5.99	\$5.99	\$7.50
Collect	\$12.50		\$6.50	\$7.50
Third Party	\$12.50		\$6.99	\$9.99
Operator Dialed Surcharge	\$4.99		\$4.99	\$4.99

(N)

ISSUED: October 11, 2007

EFFECTIVE: October 11, 2007

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

SECTION 4 - RATES AND CHARGES-cont'd

## 4.7 Inmate Operator Services Rates-cont'd

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4.7.1.1 Rate Plan - Inmate 12BLocal Rate per Minute

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
Local	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600

4.7.1.2 Rate Plan - Inmate 12B-Service Charges

\*

	<u>Person To</u> <u>Person</u>	<u>Automated</u>	<u>Operator</u> <u>Assisted</u>	<u>Live</u>
Collect			\$2.75	

4.7.1.3 IntraLATA/InterLATA Rate per Minute

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
1-9999	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600

4.7.1.4 Rate Plan - Inmate 12B- Intra/InterLATA Service Charges

	<u>Person To</u> <u>Person</u>	<u>Automated</u>	<u>Operator</u> <u>Assisted</u>	<u>Live</u>
Collect			\$2.75	

(T) (M)

\*The text originally included herein was moved to Original Page 47.1.

ISSUED: April 5, 2007

EFFECTIVE: April 5, 2007

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082



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**ISSUED:** November 7, 2007

**EFFECTIVE:** November 7, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**SECTION 4 - RATES AND CHARGES-cont'd****4.7 800ROLLCALL<sup>SM</sup> Conference Services****4.7.1 Per Minute Per Conference Leg Intrastate Rates**

Automated		Operator Assisted
Peak	\$0.25	\$0.29
Off-Peak	\$0.19	\$0.19

Charges for each leg of the conference begin when the conferee number answers. On a Meet-Me conference call charges begin when the conferee's dial in call is answered by the conference bridge. Charges for each leg cease when either the conferee hangs up or when the last but one conferee hangs up.

**4.7.2 Set-up Charges Per Conference Leg**

Automated		Operator Assisted
Peak	\$0.00	\$4.00
Off-Peak	\$0.00	\$2.00

Note that the set-up charge applies whether a conference connection is established or not.

**4.7.3 Enhanced Operator Assisted Features**

Audience Polling:	\$25.00 per conference
Question & Answer Session:	\$50.00 per conference
Participant List:	No Charge
Com Line:	\$25.00 per conference
Conference Recording:	\$15.00 plus shipping and handling

Fees may be waived depending on size of conference.

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**ISSUED:** August 29, 2005**EFFECTIVE:** September 29, 2005

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**SECTION 4 - RATES AND CHARGES-cont'd**

**4.8 MESSAGE TOLL SERVICES (MTS)**

Outgoing long distance service whereby the customer accesses the Company's underlying Carrier's network on an equal access or dial-up basis. In non-equal access areas, the customer will gain access to the Company's underlying carrier network by dialing a 101XXX access code which will be provided by the Company.

- A. Direct Dial - Billed in 6 second increments with an 18 second minimum.

Rate per minute: \$0.1040 (I)

- C Global Calling Card - Billed in 6 second increments with an 18 second minimum.

Rate per minute: \$0.50

- D Toll Free - Billed in 6 second increments with an 18 second minimum.

Rate per minute: \$0.1214 (I)

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**ISSUED:** October 11, 2007

**EFFECTIVE:** October 11, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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4.9 Affinity Long Distance Services

## 4.9.1 Rates- Global Calling Cards

The Company's Global Calling Cards may be obtained from the Company or from various Affinity Groups with whom the Company has established a Global Calling Card program. Subscribers may choose the Affinity Plan that best suits their calling patterns and budget. Calls will be billed in 6 second increments with a 30 second minimum

## 4.9.1.1 Affinity Plan 1

Per Call Surcharge	\$0.00
Directory Assistance	\$1.99
Usage Rate Per Minute	\$0.169

(N)

## 4.9.1.2 Affinity Plan 2

Per Call Surcharge	\$0.00
Directory Assistance	\$1.99
Usage Rate Per Minute	\$0.69
(All hours, all distances)	

## 4.9.1.3 Affinity Plan 3

Per Call Surcharge	\$0.00
Directory Assistance	\$1.99
Usage Rate Per Minute	\$0.7235
(All hours, all distances)	

## 4.10 Prepaid Services Rates

## 4.10.1 Surcharge Type Products

Intralata

\$3.00 per 15 minutes (purchase in 15 min. increments)

Interlata

\$2.78 first minute

\$0.31 each add'l minute

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ISSUED: April 5, 2007

EFFECTIVE: April 5, 2007

ISSUED BY: Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

**4.10 ILD A5 Rate Plan**

The ILDA5 Rate Plan is a collect product plan where the customer chooses to dial a specific number. The rates are specific to the dialed number. The rate is set with a 3 minute minimum and then billed in three minute increments. Rates are high as they are meant as an alternative dialing option in lieu of purchase of prepaid phone cards and/or cell phones. Operator surcharges are in line with interstate surcharges and the location surcharge is set for phone breakage and replacement.

(N)

(N)

**4.10.1 IntraLATA/InterLATA Rate per Minute - 3 minute minimum - Billed in 1 minute increments thereafter.**

<u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	5.1800	1.7300	5.1800	1.7300	5.1800	1.7300

**4.10.2 Service Charges - Rate Plan ILDA5**

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$12.50	\$5.99	\$6.99	\$7.50
Collect	\$12.50		\$6.99	\$7.50
Third Party	\$12.50		\$6.99	\$9.99
Property Imposed Fee (PIF)	\$4.00	\$4.00	\$4.00	\$4.00

**ISSUED:** April 5, 2007**EFFECTIVE:** April 5, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc., d/b/a ILD  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

**Exhibit B**

**Revised Tariff Pages**

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**TITLE SHEET**

**Intellicall Operator Services, Inc. (T)**

**TARIFF NO. 1**

This informational tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by **Intellicall Operator Services, Inc.** with principal offices at 5000 Sawgrass Village Circle, Suite 30, Ponte Vedra Beach, FL 32082. This tariff is on file with the Ohio Public Utilities Commission and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's toll free customer service telephone number is 1-800-226-2606.

**THIS TARIFF REPLACES ALL PREVIOUS VERSIONS IN ITS ENTIRETY.**

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**ISSUED:** November 28, 2007

**EFFECTIVE:** November 28, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc.  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	1 <sup>st</sup> Revised*	26	1 <sup>st</sup> Revised*
2	7 <sup>th</sup> Revised*	27	1 <sup>st</sup> Revised*
3	1 <sup>st</sup> Revised*	28	1 <sup>st</sup> Revised*
4	1 <sup>st</sup> Revised*	29	1 <sup>st</sup> Revised*
5	1 <sup>st</sup> Revised*	30	1 <sup>st</sup> Revised*
6	2 <sup>nd</sup> Revised*	31	1 <sup>st</sup> Revised*
7	1 <sup>st</sup> Revised*	32	1 <sup>st</sup> Revised*
8	1 <sup>st</sup> Revised*	33	1 <sup>st</sup> Revised*
9	1 <sup>st</sup> Revised*	34	1 <sup>st</sup> Revised*
10	1 <sup>st</sup> Revised*	35	1 <sup>st</sup> Revised*
11	1 <sup>st</sup> Revised*	36	1 <sup>st</sup> Revised*
12	1 <sup>st</sup> Revised*	37	1 <sup>st</sup> Revised*
13	1 <sup>st</sup> Revised*	38	1 <sup>st</sup> Revised*
14	1 <sup>st</sup> Revised*	39	1 <sup>st</sup> Revised*
15	1 <sup>st</sup> Revised*	40	1 <sup>st</sup> Revised*
16	1 <sup>st</sup> Revised*	41	1 <sup>st</sup> Revised*
17	1 <sup>st</sup> Revised*	42	1 <sup>st</sup> Revised*
18	1 <sup>st</sup> Revised*	43	1 <sup>st</sup> Revised*
19	1 <sup>st</sup> Revised*	44	2 <sup>nd</sup> Revised*
20	1 <sup>st</sup> Revised*	45	2 <sup>nd</sup> Revised*
21	1 <sup>st</sup> Revised*	45.1	1 <sup>st</sup> Revised*
22	2 <sup>nd</sup> Revised*	46	3 <sup>rd</sup> Revised*
22.1	1 <sup>st</sup> Revised*	47	2 <sup>nd</sup> Revised*
23	1 <sup>st</sup> Revised*	47.1	1 <sup>st</sup> Revised*
24	2 <sup>nd</sup> Revised*	48	4 <sup>th</sup> Revised*
25	2 <sup>nd</sup> Revised*	49	1 <sup>st</sup> Revised*
		50	2 <sup>nd</sup> Revised*
		51	2 <sup>nd</sup> Revised*
		52	3 <sup>rd</sup> Revised*

**ISSUED:** November 28, 2007**EFFECTIVE:** November 28, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc.  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**ISSUED:** November 28, 2007

**EFFECTIVE:** November 28, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc.  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**SYMBOLS**

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

- D - Discontinued Rate or Regulation
- I - Increase in Rate
- M - Text Relocated Without Change
- N - New Rate or Regulation
- R - Reduction in Rate
- T - Change in Text Only, No Change in Rate or Regulation

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**ISSUED:** November 28, 2007

**EFFECTIVE:** November 28, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc.  
5000 Sawgrass Village Circle, Suite 30  
Ponte Vedra Beach, FL 32082

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**ISSUED:** November 28, 2007

**EFFECTIVE:** November 28, 2007

**ISSUED BY:** Dennis Stoutenburg, President  
Intellicall Operator Services, Inc.  
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## **SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

### **1.1 Definitions:**

#### **0+ Calls**

Called "oh plus." 0+ calls are calls made by dialing zero plus the desired telephone number. Calls made this way may be interrupted by a live operator requesting billing information or a recorded announcement requesting the caller to enter the billing information.

#### **0- Calls**

Called "oh minus." 0- calls are operator-assisted calls. The caller dials zero and waits for the operator to pick up the line and talk to the caller.

#### **00+ or 00- Dialing**

Double zero dialing. Allows a caller to get an IEC Assistance Operator in areas where dialing only one zero would connect the caller with the local operator; occurs as a result of the division of services into Intra- and InterLATA.

#### **0 10+**

The access code for operator-assisted intercontinental calls in North America; after the user inputs the required code and number, an operator is signaled to come on the line, as in domestic "0+" dialing.

#### **011**

The prefix you use in the United States to dial a number to another country, except Canada and most countries in the Caribbean. Must be followed by a country code and the area code and the local phone number.

**800ROLLCALL™**- An on-demand conference call service offered by the Company and registered service mark of the Company.

**888-TEN-HUTT™** -Operator services available to consumers via toll free access numbers. 800-TEN-HUTT is a registered service mark of Intellicall Operator Services, Inc.

**800YOU SAVE™**. Operator services available to consumers via toll-free access numbers. 800YOU SAVE is a registered trademark of Coral Telephone, Inc.

**Access Code**- A sequence of numbers that, when dialed, connects the caller to the provider of operator services associated with that sequence.

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1.1 Definitions: Cont'd

Access Line

An arrangement which connects the Customer's telephone to an ILD designated switching center or point of presence.

Account Code

A number issued by the Company used by Card Holders for identification when accessing the Service Platform and used as a means for charging for the use of Services.

Affinity Group

Any person, firm, partnership, corporation or other entity that provides telecommunications services in its name and contracts with the Company to provide such services in accordance with the provisions of this tariff.

Affinity Telecommunications Services

Long distance voice communications services available to Subscribers who have an active account with the Company or its Affinity Group customers and whose accounts are not delinquent.

Affinity Travel Card

A plastic or paper card issued by the Company to Card Holders that indicates the Card Holder's name and Account Code and provides instructions for use of the Company's Affinity Telecommunications Services.

Aggregator

Any person or entity that, in the ordinary course of its operations and using a provider of operator services, makes telephones available to the public or to End Users or its premises for telephone calls.

Alternate Operator Service Provider or "AOS"

A non-facilities based telecommunications carrier that is a reseller leasing lines from local exchange carrier(s) and/or interexchange carrier(s) and which, using these leased facilities, provides operator-assisted intrastate services through the use of its own operators, either through live intervention or automated intervention, including automated store and forward technology where the placement or charging of a telephone call is accomplished at an aggregator location.

Application for Service

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

Authorized User

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

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1.1 Definitions: Cont'd

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line number from which a call originates.

Billing Agent

A billing and collection company or billing clearing house which processes an alternate operator service provider's call data to appear on local exchange company telephone bills, or any other forms of bills, issued to the consumer that utilized the services of an alternate operator service provider.

Branding

Verbal identification of the OSP prior to connection of the call and implementation of billing.

Calling Card Call

A billing arrangement whereby a customer may charge a call to a valid calling card issued by a regulated local exchange company with whom the Company has a billing and collection arrangement either directly or indirectly through a third party billing agent.

Call'nCarry™

The trade name used on the Company's prepaid long distance cards.

Cancellation of Order

A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Card Holder

Any person, firm, corporation or other entity that uses the Company's Service through the use of an Affinity Travel Card issued by the Company, a Card Issuer and/or Affinity Group and is responsible for payment for the use of the Services

Carrier

Intellicall Operator Services, Inc., unless specifically stated otherwise. (T)

Collect Call

A type of call or which the caller asks that the charges for the call be billed to the domestic telephone number or international telephone number they are calling.

Company

Intellicall Operator Services, Inc. or IOS. (T)

Completed Calls

Completed calls are calls answered (live or automated) on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

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1.1 Definitions: Cont'd

Conferee

A participant in a conference session.

Conference Bridge

A feature of a telecommunications switch that permits multiple parties to be interconnected for voice communications.

Conference Originator

The initiator of an on-demand conference session.

Conference Session

A telephonic meeting initiated by a conference originator with multiple conferees interconnected.

Consumer/Caller/End User

Person initiating a telephone call by means of alternative operator services or purchases a prepaid calling card.

Customer

The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Credit Card Call

A billing arrangement whereby a customer may charge a call to a valid commercial credit card. American Express, VISA and MasterCard are examples of cards accepted by the Company.

Customer

The person or legal entity, who enrolls in, uses and is responsible for payment of charges provided by Intellicall and any affiliate authorized to provide Intellicall Consumer Services. (T)

Customer Dialed Direct-Payphone Call

A call made from a public or semi-public payphone where a Customer makes a dialed direct state-to-state or international call and pays for the call by depositing coins into the payphone. The call is completed without the assistance of a Company operator.

Customer Provided Equipment

Terminal equipment provided by a customer.

Day Rate Period

8:00 a.m. to 4:59 p.m., Monday through Friday.

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1.1 Definitions: Cont'd

Dial Around

A method used by callers to purposely bypass a payphone company's local or long distance carrier services. Such methods include: calling card and alternative carrier's collect services such as 1-800COLLECT, 1-800CALLATT, or 1-800FAIRCALL.

Dial Calling Card Station to Station

A service whereby the customer dials zero, then the called station number and their calling card number, and where no live operator assistance is used.

Direct Dialed Station Calls

Directly dialed calls made from your home, billed to your main residential telephone account, and made without the assistance of an operator or an automated call processing system. This type of call is made by dialing 1 plus the 10 digit telephone number. Direct Dialed Station calls exclude, without limitation, the following types of calls: Operator, Calling Card, Busy Line Verification/Emergency Interruption, Directory Assistance and calls to 500, 700, 800, or 900 services.

Directory Assistance

Formerly known as "Information", is a directory service that allows callers to obtain telephone numbers for locations in the United States and Canada for a per call charge.

Directory Assistance Call Completion

After a caller has received a listing(s) from Directory Assistance, the consumer may ask Intellicall to complete a call for an additional charge to the requested telephone number without hanging up. (T)

Disconnection

The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Dispute Resolution

This is the process for resolving a dispute with Intellicall. (T)

Due Date

The last day for payment without unpaid amounts being subject to a late payment charge.

Evening/Holiday Rate Period

The hours of 5:00 p.m. to 11:00 p.m., Sunday through Friday. Officially recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Evening rates are applicable during all holiday hours, except for hours when a lower rate (i.e. Night/Weekend) is applicable.

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1.1 Definitions: Cont'd

Holidays

Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Hospitality Service Customers

Hotels, motels, health care institutions, dormitories and other establishments where patrons, guests or occupants have telephone instruments made available for their individual use in non-public settings, such as guest rooms. Typically these instruments will be configured as extensions behind PBX equipment. Carrier does not provide such services to prisons.

Incomplete Call Attempt

A call that is placed, but not completed, either because there is no answer (called party is not home or doesn't answer) or there is a busy signal (caused by network conditions or the called telephone is off the hook).

Initial And Additional Period

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

In-State

Calls and related charges associated with calls placed by a calling party between originating and terminating telephones within the same state.

International

Calls and related charges to international countries or areas outside the United States and its territories.

IntraLATA

Telecommunications services that originate and terminate in the same Local Access and Transport Area.

IntraLATA Toll Carrier

A Company that a Customer subscribes to as their primary carrier for long distance in-state intraLATA calling services. Such carrier may also be referred to as Primary Local Toll Carrier or Primary Regional Toll Carrier.

Intrastate

Remaining entirely within the boundaries of a single state and, therefore, if related to telephone, falling under the jurisdiction of that state's telephone regulatory procedures.

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1.1 Definitions: Cont'd

Local Access and Transport Area (LATA)

LATAs are regional calling areas. Calls between LATAs are interLATA calls and calls within LATAs are intraLATA calls. IntraLATA and interLATA calls are considered Long Distance Calls.

Local Call

A call made in a Customer's immediate geographic area that do not carry any additional toll charges. A Customer's local call service area could extend to his/her entire neighborhood, city or county, depending on where he/she lives.

Local Telephone Company

The Company a Customer selects to establish and provide service for Local Calls for their telephone account.

Local Telephone Company Calling Card

A card issued by a Local Telephone Company that is accepted by Intellicall for the purpose of (T) billing.

Local Toll Carrier

The company a Customer may select to provide calling services for calls outside of his/her local calling area and for which there would be a toll charge, but which are not considered long distance calls.

Long Distance

Any telephone call to a location outside the local service area.

Measured Use Service

The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message

A completed telephone call by a customer or user.

Minimum Monthly Usage Charge

A charge to an account that does not meet a specified minimum total amount for a particular service. The Minimum Monthly Usage Charge will be charged only when the actual charges for the account are less than the Minimum Monthly Usage Charge during the month in question.

Monthly Recurring Charge

A charge that may be associated with a particular service that requires that an amount be charged each month to an account for the service.

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1.1 Definitions: Cont'd

Network Terminal

Any location where carrier provides services described herein.

Night/Weekend Rate Period

11:00 p.m. to 7:59 a.m., Monday through Friday; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Non-Recurring Charge

A one time charge.

Non-Subscriber

An Aggregator or End User Customer who has not selected IOS as it's presubscribed provider of services.

Non-Subscriber Surcharge

A surcharge applicable to intrastate operator assisted calls billed to a Domestic End User Customer Account that is not pre-subscribed to IOS as the Primary Long Distance Carrier.

Normal Business Hours

8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Operator Assisted Call

A call for which the calling party must use, or chooses to use, the assistance of a Company operator or an Intellicall automated call processing system to complete the call. (T)

Operator-Assisted Services

Services which assist consumers in the placement or charging of a telephone call, either through live intervention or automated intervention, including automated store and forward technology where the placement or charging of a telephone call is accomplished at an aggregator location.

Operator-Dialed Calling Card Call

A call for which the Customer requires the assistance of a Company operator and provides both the called telephone number and the Calling Card number for billing purposes to complete the call.

Operator-Dialed Surcharge

A surcharge applied to Operator assisted calls in which the customer has the capacity to dial the number, but has the operator dial instead.

Operator Service Provider or OSP

Any telecommunications carrier that provides operator-assisted services, including AOS providers.

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1.1 Definitions: Cont'dOperator Services

Any of a variety of telephone services, which need the assistance of an operator, either live or automated. Such services include collect calls, third party billed calls and person-to-person calls.

Operator Station-to-Station

A service other than person-to-person whereby the assistance of a Company live operator is required to complete a call originated by the Customer.

Payphone Usage Charge

The Company will add a per call charge to the price of each call originating from a pay telephone and completed accessing the Company's long distance services with a dialing sequence other than "0+" or "0-". The fee, less administrative costs, is remitted to the owner of the payphone as required by the FCC.

Pay Telephone

A telephone instrument equipped with a device that allows a charge to be made for each call. Operator assisted long distance service is offered by the Carrier through providers of customer-owned pay telephones. Pay telephone instruments may be configured to accept or not accept coins, to read magnetically encoded cards or be a hybrid thereof.

Peak

For services using this rate structure, it consists of the hours from 8:00 A.M. up to, but not including 5:00 P.M. seven days per week, regardless of weekends or holidays.

Person-to-Person Call

A service whereby the Customer originating the call specifies to a Company operator the particular person to be reached or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises

The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

PICC (Pre-subscribed Inter-exchange Carrier Charge)

A charge levied by order of the FCC or state regulatory body to recover the costs of providing local access to the interstate long distance networks used to provide services under this tariff.

Presubscribed Provider of Operator Services

The provider of operator services to which the consumer is connected when the customer places a call using a provider of operator services without dialing an access code.

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1.1 Definitions: Cont'd

Primary Long Distance Carrier

A Company that a Customer subscribes to as their primary interexchange carrier for long distance state-to-state and in-state interLATA calling services.

Property/Premise/Location Imposed Fee

A charge, when assessed to the end user, which is passed through by the Company to the customer. The amount of each customer's surcharge is designated by the customer and incorporated into the contract between IOS and the customer.

Public/Semi-Public Telephone

A coin-operated or coinless telephone that generally is available for public use in the United States, Puerto Rico and the U.S. Virgin Islands. These telephones can be owned by a Local Telephone Company, a Long Distance Carrier, and/or private companies or individuals. Calls from Public/Semi-Public coinless telephones must use an alternate billing method such as calling card, prepaid card, third number billed or collect.

Rates

Amounts billed to customer for operator services or prepaid services and approved by the Commission.

Service Charge

A fee in addition to the underlying long distance charge for using the Company's Operator Services or prepaid services.

Station-to-Station Calls

Provides for the completion of a direct dialed call where no operator assistance is used. This is an automated only call.

Subscriber

The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which an End User places a call utilizing the services of the Company.

Terminal Equipment

All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.1 Definitions: Cont'd

Third Party Billed Call

A billing arrangement by which the charges for call may be billed to a number that is different from the calling number and the called number.

USF

The abbreviation for the Universal Service Fund.

Zero-minus (0-) Call

A call that is made by dialing a single zero.

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1.2 Abbreviations:

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NECA - National Exchange Carriers Association

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Carrier**

Carrier provides alternative operator services and long distance interexchange service to customers for their direct transmission of voice, data, and other types of telecommunications by end users.

The Company provides Operator Assisted Station-to-Station Calls, Operator Assisted Person-to-Person Calls, Operator Assisted Collect Calls, Operator Assisted Third Number Billed Calls and Customer Dialed Calling/Credit Card calls, and Operator Assisted Conference Calling services.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access, on a dial-up basis or via 8XX number. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier's network. The customer shall be responsible for all charges stated in this tariff.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations on Service**

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

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SECTION 2 - RULES AND REGULATIONS-cont'd

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding, whether resulting from carriers negligence or not, an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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SECTION 2 - RULES AND REGULATIONS-cont'd

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding, whether resulting from carriers negligence or not, an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

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**2.6 Customer Responsibility**

**2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. All customers are responsible for the following:**

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.**
- B. When placing an order for service, the customer must provide:**
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.**
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).**
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:**
  - A. The negligence or willful act of the customer or user.**
  - B. Improper use of service.**
  - C. Any use of equipment or service provided by others.**

**2.6.2 Maintenance, Testing, and Adjustment**

Upon reasonable notice, any equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. 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**

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**2.6.3 Deposits**

The Company reserves the option to require deposits or advances from customers. Should the Company decide to require deposits from its customers, the following method for calculating the appropriate deposit will be used. The Individual Service History Method utilizes factors such as the amount of the deposit based on the known or estimated service history of the customer. The amount of a deposit assessed for toll service shall not exceed two hundred thirty percent (230%) of the estimated or, or where the customer or service applicant has either an existing or a previous toll service account billing history with the local service provider, the historic monthly average total charge for all regulated toll services provided (or to be provided) to the customer by the company or companies on whose behalf the deposit is assessed. where the ap

**2.6.4 Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

**2.6.5 Credit Allowance**

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.
- B. Credit allowances begin when the customer notifies the Company of the failure or when the Company becomes aware of the failure and cease when the operation has been restored and an attempt has been made to notify the customer.
- C. The customer shall notify the Company of failures of service or equipment and made reasonable attempts to ascertain that the failure is not caused by customer-provided facilities, any act, or omission or the customer or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

(A) Interruptions of service resulting from Carrier performing routine

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

maintenance;

- (B) Interruptions of service for implementation of a customer order for a change in the service;
- (C) Interruption caused by the negligence of the customer or his authorized user;
- (D) Interruptions of service resulting from the failure of service or equipment due to customer-provided facilities.
- (E) No credit shall be allowed for an interruption of less than two hours.

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**2.6.5 Payment and Charges for Services**

- A. Service is provided and billed on a monthly or per call basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customers will be charged a late payment penalty on past-due amounts.
- F. Customers will be charged a fee on all checks issued to Carrier which are returned by the issuing institution.

**2.6.5.1 Payment for Services - Affinity Services**

**General-** The Company's domestic Affinity Long Distance Services are offered at fixed per minute rates regardless of distance between originating and terminating points. The fixed rate applicable to each call is set forth in section(s) 3.1 and 3.2

**Rounding Fractional Charges-** When the application of the rates set forth in this Section results in a fractional charge for an individual call, the total charge for that particular call will be rounded up to the nearest higher cent.

**Extra Copies of Bill of Call Detail Records-** Extra copies of a Card Holder's monthly Affinity Long Distance Services bill will be provided on request by the Company at the rate of \$0.25 per copy, per page with a minimum charge of \$1.50.

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

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**2.6.5.3 Affinity Long Distance Services**

Affinity Long Distance Subscribers are responsible for payment of charges for long distance services billed to their account. All charges due by the Subscriber are payable when presented and become past due no less than thirty (30) days after postmarked. Charges may be paid to a credit card company if the Company has approved the Subscriber's request for credit billing. The terms and conditions for billing, payment and collection, including without limitation, any late payment, returned check or service restoration charges, is specified by the Company in accordance with Commission Rules and Regulations.

**2.6.6 Application of Charges**

The charge for service are those in effect for the period that service is furnished.

**2.6.7 Taxes**

Customer is responsible for payment of any federal, state and local taxes (i.e. Gross Receipts Tax, sales tax, municipal utilities tax) and regulatory imposed fees or surcharges (i.e. for USF) which will be listed as separate line items and which are not included in the quoted rates.

**2.6.8 Billing Disputes**

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

The Company will resolve any disputes brought to its attention as promptly and effectively as possible. You may reach the PUCO at: 1-800-686-7826 (toll free) or 1-614-466-3293 or for TDD/TYY at 1-800-686-1570 (toll free) or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays; Internet - [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov); Mailing address- Public Interest Center, Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, OH 43215-3793.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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**SECTION 2 - RULES AND REGULATIONS - cont'd****2.6.8.1 Affinity Service Dispute Resolution**

For consideration of any disputed charges related to Affinity Long Distance Service a Subscriber may contact a Company Customer Service Representative to discuss the basis for such dispute. After investigation, the Customer Service Representative may adjust the Subscriber's account balance in an amount not to exceed the disputed charge. Alternatively, the Subscriber may submit to the Company, in writing, in a reasonable amount of time, detailed information describing the basis for the dispute and the amount of the disputed charge. The Company will promptly investigate and inform the Subscriber as to its findings and disposition.

**2.7 Carrier Responsibility****2.7.1 Credit Upon Cancellation**

Where 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 for each day the service was rendered. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

**2.7.2 Disconnection of Service by Carrier**

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.2.1 Non-payment of any sum due to Carrier for service for more than twenty days beyond the date of rendition of the bill for such service;

2.7.2.2 A violation of any regulation governing the service under this tariff;

2.7.2.3 A violation of any law, rule, or regulation or any government authority having jurisdiction over the service; or

2.7.2.4 Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

**2.7.2.5 Affinity Services - Discontinuance or Temporary Suspension of Service**

The Company may discontinue or temporarily suspend service under the following circumstances:

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

- (A) Non-payment of any sum due the Company for service more than thirty (3) days beyond the payment due date upon 5 days written notice.
- (B) Payment for services with a check returned for insufficient funds or account closed.
- (C) Exceeding the Maximum Account Balance limit during any weekly billing period.
- (D) A violation of, or failure to comply with, any regulation governing the provision of service under this tariff.
- (E) Provision by Subscriber of false and/or inaccurate information of a material nature in order to obtain Service.
- (F) For lack of use by Card Holder for three (3) full billing cycles.

**2.7.2.6 Affinity Services - Notice for Discontinuance or Suspension**

Upon occurrence of any of the circumstances detailed in the Subscriber's Account Code will be temporarily deactivated and the Subscriber referred to Customer Service for resolution and terms for restoration of service. Company will provide Subscriber with written notice five (5) days prior to discontinuance or termination, the reason(s) therefore and the terms for reactivation of their account. Such notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. mail to the Subscriber's last known address.

**2.7.2.6 Affinity Services -Restoration of Service Charge**

In the event Service is discontinued or temporarily suspended pursuant to Section 2.8.2.7 (a), the Company may restore such Service upon receipt of payment for all amounts past due together with a restoration of Service Charge of \$15.00.

The Company may refuse to accept a personal check in payment if a Subscriber's check for payment of service has been dishonored, excepting for bank error, within the last twelve (12) months.

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

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**2.7.3 General Operator Services Provisions**

- 2.7.3.1 Carrier furnishes operator assistance services to pay telephone providers by reselling local exchange and interexchange telecommunications services.
- 2.7.3.2 Operator assistance services are provided primarily to subscribers that serve transient end user markets. Terminal equipment accessing the services will route operator assisted calls over designated carrier facilities to regional digital call processing switches served by the underlying carrier's operator centers.
- 2.7.3.3 Calls requiring operator intervention such as Collect, Third Party Billed, Person-to-Person and certain Calling/Credit Card calls will be routed to an operator position by the processor. Operators and automated interfaces will answer each call by identifying the services as that of the Company's.
- 2.7.3.4 The operator will collect billing information and perform validation and call acceptance functions. If the call is authorized, the operator will release the call for completion and call timing will then be performed in the processing switch. Automated interface Calling Card and Credit Card calls are validated through an automated interface and if authorized will be completed without operator intervention.
- 2.7.3.5 Switch processors forward call message detail via magnetic tape for computer processing and application of tariffed rate. After rating has been performed billing tapes are created and forwarded to local exchange carriers and commercial credit card companies. These companies acknowledge receipt and, after processing, confirm revenues due and payable to the Company.
- 2.7.3.6 Operator assistance service charges are fixed per call fees tariffed by the Company for operator service rendered in connection with completed calls. The operator assistance service charges applied will be in accordance with the billing method selected by the End User. The applicable operator assistance service charge is added to the measured usage charge to establish the total charge a completed operator assisted call.

**2.8 Company Obligations for Provision of Operator Services**

When providing operator assisted services, the Company will:

- 2.8.1 Identify itself audibly and distinctly to the customer at the beginning of each telephone call before the customer incurs any charges;
- 2.8.2 Permit the customer to terminate the call at no charge before the call is connected;

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**SECTION 2 - RULES AND REGULATIONS-cont'd**

- 2.8.3 Disclose immediately upon request and without charge to the customer;
- A. The rates and/or charges for the customer's intended calls;
  - B. The methods by which such rates or charges will be collected; and
  - C. That the preferred carrier can be reached by access code or toll-free customer service number.
- 2.8.4 The Carrier will conspicuously post the following information on or near the pay telephone;
- A. The name, address and toll-free telephone number of the Carrier;
  - B. A written disclosure that the rates, operator service charges and location specific surcharges for all operator assisted calls;
  - C. A statement that interLATA calls made with calling cards, including IXC cards, may be carried by the Customer Owned Pay Telephone provider;
  - D. Dialing instructions;
  - E. A toll-free telephone number for billing inquiries;
  - F. A description of complaint procedures; and
  - G. A statement that end users have the right to obtain access to the interexchange carrier of their choice.
- 2.8.5 The Company will not require or participate in blocking any end user's access to a preferred carrier.
- 2.8.6 COPT providers using store and forward technology shall route all zero-minus (0-) calls immediately to the originating LEC.
- 2.9 Fractional Charges for Services
- Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued. That figure is divided by thirty days and the resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

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**SECTION 3 - DESCRIPTION OF SERVICE**

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**3.1 Timing of Calls**

The customer's monthly or per call usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up." If the called station "hangs up," but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment.

- (A) For person-to-person calls, the timing of the call for purposes of billing begins when the calling person and the particular person or station specified or an agreed alternate identifies themselves as the party designated to receive that call. For collect calls the timing of the call for purposes of billing begins after a person verbally accepts the charge for the call. For a third party call, the timing of the call for purposes of billing begins after the person requested to accept charges accepts those charges and connection is made to the number being called.
- (B) Unless otherwise specified in this tariff the minimum call duration for billing purposes is 1 minute for a connected call.
- (C) Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute of billing purposes

There are no charges incurred for uncompleted calls. In the event an uncompleted call is charged to a customer's bill, a one minute credit will be issued upon request.

**3.2 Service Period**

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

**3.3 Interconnection**

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier in this tariff. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

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Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

**3.5 Calculation of Distance**

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates generally used within the industry.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

**Calculation of Distance - Affinity Services**

The Company's domestic Affinity Long Distance Services are offered at fixed per minute rates independent of distance between originating and terminating points.

**3.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% of 1+ calls attempted during peak use periods.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

**3.7 Special Promotions**

*Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.*

**3.8 Service Offerings**

The Company will provide the following services:

**3.8.1 AOS Service Offerings**

The Company will furnish operator services for the completion of calls by End Users made with the assistance of a Company operator within the state including Aggregator sites and locations. Aggregator sites include, but are not limited to, hotels/motels, hospitals, businesses, military establishments, and locations of public, semi-public, or private pay telephones. Services will include, but are not limited to Collect, Person-to-Person, Third Party Billed, and Calling Card Calls, and Conference Calling services.

**3.8.2 1+ Interexchange Telephone Service**

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. In non-equal access areas, the customer will gain access to the company's underlying carrier network by dialing a 101XXX access code which will be provided by the Company.

Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week

**3.8.3 Directory Assistance**

Listed telephone numbers will be provided to requesting customers at a per call charge.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.8.4 ILD's Rollcall™ TeleConference Service**

ILD's ROLLCALL™ TeleConference Service furnishes Interlata and Intralata Business Long Distance Service telecommunications between two or more stations. Teleconference Service is available as a dial-out or dial-in service and as an operator-assisted or automated service by stations connecting to and from an Audio-TeleConference Bridge.

The Audio-Teleconference Bridge provides the capability to establish a conference between multiple voice stations. The Audio-Teleconference Bridge can be utilized to establish either a dial-out or dial-in conference. A dial-out conference can be Customer-Dialed or Operator Set Up. Customers who subscribe to ILD TeleConference Voice Plan, ILD Data x Change Conference Plans or ILD TeleConference Promotion Plans or who purchase ILD TeleConference Services pursuant to ILD Contract Service guides may elect the following call types:

A dial-out conference can be Customer Dialed or Operator Set-Up.

A dial-out, Customer-Dialed conference is provided on a demand basis.

A dial-out, Operator Set-Up conference is provided on a reservation or a demand basis.

**3.8.4.1 Bridge Arrangement**

All charges incurred for the Audio-TeleConference bridge will be billed on a time of use basis.

A TeleConference conference can be established either using Reservationless Service or by making a reservation. The Reservationless Service separately provides both Automated and Operator Assisted call types as well as toll-free dial-in, caller-paid dial-in, customer dialed, and/or a combination of these access types. Reserved Service allows the customer to setup a conference by making a reservation by calling a customer care center or through the Internet Reservation System.

An order for a bridge reservation may be changed or canceled at any time up to 30 minutes before the reservation start time. If a Customer with a bridge reservation using the toll-free or caller-paid access changes, cancels, or does not use the bridge and has not notified the Company prior to 30 minutes of the reservation start time. ROLLCALL reserves the right to bill the customer a cancellation charge.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.8.4.2 Dial-Out Bridge Arrangement**

These additional Terms and Conditions apply to ILD Dial-Out/Operator Assisted and to ILD Dial-Out/Customer Dialed Conference calls.

Chargeable time will stop for a bridge arrangement which is ordered on a reservation basis when the last conferee hangs up. If extended beyond the ordered TeleConference time, the chargeable time stops at the end of the requested extension or when all conferees hang up.

Chargeable time will stop for all charges for bridge arrangements other than those ordered on a reservations basis when all conferees hang up.

Chargeable time for a TeleConference call begins when each available connection is established on the bridge. Chargeable time ends for any station on a TeleConference call when that station hangs up.

**3.8.4.3 Operator Assisted Dial- In Bridge Arrangement**

Customers use operator assistance when conferees dial into the bridge. This call type can be initiated by making a reservation. Operator Assisted Dial-In is available to Intellicall customers, which have an ILD TeleConference Service Plan. Operator Assisted Dial-In allows the Host to use the same dial-in number and access code every time they need to initiate a conference call. Toll Free Dial In, Caller Paid Dial In, and Customer Dialed are available for billing of calls. Operator Assisted Dial In conference calls may require each participant to provide the following information as they dial-in: Name, Location, and/or Password.

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**3.8.4.4 Toll Free Dial-In Option**

Actual usage charges will be billed for each user actually connected to a station on the TeleConference.

To determine the minutes of use, add the duration of each conferee's time actually connected to the TeleConference.

**3.8.4.5 Caller Paid Dial-In Option**

Each conferee provides its own transport to the bridge, except for conferees added to the TeleConference call by the operator. Usage charges apply only for the time that the conferees are actually using the bridge. In addition, for conferees added

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

to the TeleConference call by the Operator, the a Set-Up Charge may also apply in addition to the actual usage charges.

To determinate the port minutes of use, add the duration of each conferee's time actually connected to the TeleConference.

**3.8.5 ILD ROLLCALL™ TeleConference Service**

ILD ROLLCALL™ TeleConference Service provides for a conference to be established (on an Operator Assisted Dial-In basis, both toll-free and caller-paid) and by an Intellicall operator on a dial-out basis between multiple voice stations. The (T) TeleConference Service provides a customized call reservation and call set-up process that includes, when requested by the conference originator, progress reports which provide information regarding the current status of the call; i.e., call start time, how the call is progressing, if someone drops off and/or is reconnected and notification of call termination.

Intellicall actively monitors ILD's ROLLCALL™ TeleConference Service to ensure (T) a high level of service quality and reliability unless the customer specifically requests to the contrary.

A ROLLCALL™ TeleConference may be ordered on a demand or on a reserved basis. All conference charges will be billed to the conference originator. Pre-notification to conferees of a ROLLCALL™ TeleConference call is also available.

**3.8.5.1 Event Dial-In TeleConference**

Event Dial-In TeleConference Service provides for a conference to be established on a dial-in basis and dial-out to hosts and speakers basis between multiple voice stations. The Event Dial-In TeleConference Service provides a customized call reservation and call set-up process that includes, when requested by the conference originator, progress reports which provide information regarding the current status of the call; i.e., call start time, how the call is progressing, if someone drops off and/or is reconnected and notification of call termination.

Intellicall actively monitors the Event Dial-In TeleConference Service to (T) ensure a high level of service quality and reliability. The Event Dial-In TeleConference Service calls are confidential. Operators will not reveal information about any call, including the fact that the call occurred to any unauthorized third party. The operator is not a party to the call with off-call monitoring.

The Event Dial-In TeleConference Service may be ordered on a demand or on a reserved basis. All conference charges will be billed to the conference

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

originator. Pre-notification to conferees of an Event Dial-In TeleConference Service Call is also available.

**3.8.5.2 TeleConference Billing Options**

The total TeleConference call charge may be billed to only one station. Billing will be direct billed or can be made to a credit card (American Express, Visa, MasterCard).

**Service/Component/Capability**

- Outbound
- Toll Free

**3.8.5.3 Enhanced Operator Assisted Features**

Audience Polling - Questions are asked of the group and answers are given by DTMF tones on the participants end. These answers can then be printed and sent to the leader/host of the conference following the conclusion of the conference.

Questions and Answer Session - A Q&A session that is facilitated by the operator can be conducted.

Participant List - A list of all participants can be provided following the conclusion of the conference.

Com Line - A separate communication line established for the contract to have a play by play prior, during and a wrap up session following the conference conclusion.

Conference Recording- The conference will be available for digital replay, or it can be burned to a CD.

**3.8.6 ILD Data x Change Conferencing**

This service is a Data Conference Service ("ILD Data x Change Meeting Service") and is provided within the family of ILD TeleConference Services. ILD Data x Change Meeting Service can be used in conjunction with other ILD TeleConference Services to enable Customers to present, collaborate, share files/applications, and modify documents via the Internet. Specific Data x Change Meeting Services Feature Descriptions are as set forth in Section 2 herein.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.8.6.1 Feature Description:**

The following primary features are currently available for this service, as may be modified from time to time:

(a) Presentation Mode. This is targeted at "one to many" applications, and facilitates one-way transmission of documents such as spreadsheets and slide presentations. For example, Keynote addresses, shareholder meetings, press conferences, and virtual classrooms can all be conducted in a "broadcast" mode.

(b) Collaboration Mode. This is targeted at applications involving smaller groups where participants can share applications and exchange information.

(c) Application Sharing. A user can share a program or application running on one computer with other participants in the conference. Participants can review the same data or information, and see the actions of the host (for example, editing a customer contract or browsing a web site.) Participants can share Windows-based applications transparently without any special knowledge of the application capabilities. The person sharing the application can choose to collaborate with other people in a call, and they can take turns editing or controlling the application. Only the person sharing the program needs to have the given application, e.g., Microsoft PowerPoint © installed on their computer.

(d) Online Polling. Polling allows the host to create a survey prior to a conference. Results can be tabulated immediately and if desired, shared with the entire audience.

(e) Whiteboard. The whiteboard program is a multi-page, multi-user drawing application that enables users to sketch diagrams, organization charts, or display other graphic information with people on a call. A remote pointer or highlighting tool can be utilized to point out specific contents or sections of shared pages. This capability extends the application sharing feature by supporting ad hoc collaboration on a common drawing surface.

(f) Chat. Participants can type and transmit text messages to share common ideas or topics with other people, or record meeting notes and action items as part of a collaborative process. Chat and its aspects are Host controlled options. There are three types: Chat to All, Private Chat to any other meeting attendee, and Chat only to Host.

(g) Record & Playback. The host and or participants can record the audio portion of the conference to be played back at any time.

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SECTION 3 - DESCRIPTION OF SERVICE-cont'd

(h) **SSL Encryption.** Secure Socket Layers, secure every meeting. All data traveling to and from our server is SSL encrypted.

ILD reserves the right to modify features from time to time.

**3.8.6.2 Charges**

Intellicall reserves the right to modify charges for **ILD Data x Change Meeting Service** (T).

Charges for **ILD Data x Change Meeting Service** are in addition to applicable charges for other **ILD TeleConference Service**, which can be used in conjunction with the **Data x Change Meeting Service**.

**3.8.6.3 Billing**

**Data x Change Meeting Service** is billed on a **Cost Per Minute** basis.

**3.8.7 Cost Per Minute**

**Data x Change Meeting** usage charges are cents per minute multiplied by the number of ports used in a **Data x Change Meeting** conference to determine the total usage minutes. Total usage minutes are calculated for each **Data x Change Meeting** conference. Charges for **ILD Data x Change Meeting Service** are in addition to applicable charge for **ILD TeleConference Service**, which can be used in conjunction with **Data x Change Meeting Service**.

**3.9 Inmate Collect Only Services**

The Company's **Inmate Collect Only Services** are available to individuals in correctional facilities whose administrations have contracted with the Company to provide such services to its inmates and shall be arranged to allow only "0+" collect calls for local and long distance calls and to block all other calling including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0", 700, 800, 888, 900, 976, 950, 911 and 10XXX.

**3.9.1 Limitations**

Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

The Company reserves the right to temporarily suspend service when necessitated by conditions beyond its control, including but not limited to network outages and equipment failures or when a customer is using the service in violation of the provisions of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

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.

The Company reserves the right to refuse service to customers due to insufficient or invalid billing information and/or refusal of a third or called party to accept billing.

**3.9.2 Service Points**

The Company's Inmate Collect Only Services are available to individuals in correctional or penal facilities, mental institutions or job corps whose administrations have contracted with the Company to provide such services.

**3.9.3 Payment for Services**

All charges due by the customer are payable to any agency duly authorized to receive such payments. The billing agency may be a Local Exchange Company with whom the Company has Billing and Collection Agreements; or a Third Party Billing Agent through Local Exchange Companies with whom it has Billing and Collection Agreements; or a credit card company. Due dates and methods of payment are those specified by the billing agency.

**3.9.4 Credits and Refunds**

Customers may receive credit adjustments up to an allowable amount for contested charges by contacting the Company or the billing agency whose number is shown on the customer's bill. Adjustments exceeding these allowances, if any, will be authorized after appropriate investigation. Credit card companies will credit the contested amount(s) and notify the Company for investigation and rebilling if appropriate.

**3.9.5 Service Offerings - Inmate Collect Only Services**

Inmate Collect Only Service permits inmates or residents to place collect calls over the Company's Network from authorized telephone numbers in a controlled environment. Telephones and associated equipment will be provided at the option of the Company for the exclusive use of inmates serviced within the confines of a penal, correctional, mental institution, or job corp center where potential usage by inmates or residents warrants establishing the service.

**3.9.5.1 Subject to other applicable provisions of this Tariff, inmate collect only service:**

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- A. Will be arranged for outward calling only;
- B. At the request of the facility, may be arranged to terminate calls after a certain amount of conversation time. The Company will

### SECTION 3 - DESCRIPTION OF SERVICE-cont'd

- C. not provide credit or equivalent service to the called or calling parties for such calls;
- D. Shall be arranged to block Directory Assistance calls;
- E. Shall be arranged to allow only "0+" collect calls for local and long distance calls and to block all other calling, including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0-", 700, 800, 900, 976, 950, 911, and 10XXX;
- F. At the request of the facility, may be arranged to limit individual inmate calls or approved telephone numbers; and to block access access to certain telephone numbers;
- G. At the request of facility, call detail information, such as date and time of call, duration of calls, and called and calling telephone number, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders;
- H. May be arranged to limit the number of calls or call attempts to any single telephone number.
- I. At the request of the facility, the Carrier may provide inmates with the capability to make local calls to public defender telephone numbers at no charge.

3.9.5.2 At the request of the facility and where necessary to preserve to security and orderly management of the institution and to protect the public, monitoring equipment may be provided on the coinless telephones on the premises of the state and federal prisons subject to the following conditions:

- A. The equipment is to be used exclusively for the purpose of monitoring outgoing, operator-handed collect telephone calls made by inmates; and
- B. The monitoring shall comply with all applicable federal and state laws concerning privacy, electronic surveillance, and eavesdropping.
- C. The Carrier will furnish posting materials for the use of the facility.
- D. Long distance rates for Inmate Collect Only Service are set forth in Section 4.7.11.

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd****3.10 Prepaid Calling Card Services**

Intellicall's Prepaid Card charges customers a fixed dollar amount in advance for long distance calling. Customers must dial a toll free 800 access or a local phone number from a touch-tone phone to use the service. All rates are exclusive of federal, state, local taxes, fees and assessments and payphone dial-around surcharge. The rate with the applicable tax, fee, assessment and payphone dial-around surcharge will be depleted from the customers card for each taxable call made. Customers of Intellicall Prepaid Card may enroll in the following Prepaid Card Programs: Surcharge Fee Products or Flat Rate Products. Except for the rates, rules and regulations particular to the Prepaid Card Programs specified, all other rates, rules, and regulations pertaining to the provision of Intellicall calling card services apply. Each prepaid calling card call is subject to a \$0.40 - \$0.79 payphone or dial-around surcharge. The number of available prepaid cards is subject to technical limitations.

3.10.1 Intellicall's Prepaid Calling Cards may be obtained from the Company or any authorized agent in various denominations with a per unit (minute) value which is exclusive of all applicable federal, state, local taxes, fees and assessments. However, the value of any single prepaid calling card shall, absent exceptions, be less than US \$100.00. However, recharges can be made up to \$150.00. The prices apply 24 hours per day, 7 days a week.

3.10.2 The value of the telecommunications service (in units or dollars) will be indicated on the card.

3.10.3 Credit allowances for failure of service will be granted in accordance with the terms set forth in this tariff, upon notification of the Company by the customer.

**3.10.4 Exclusions:**

The following types of calls cannot be completed with Intellicall's Prepaid Calling Card Service:

Calls to 600, 700, 800, 900 and 950 numbers; and international directory assistance.

**3.10.5 Card Depletion/Refreshment and Expiration:**

Card Depletion: Prepaid Calling Cards will be reduced and depleted proportionately with customer usage and by the applicable federal, state, local taxes, fees and assessments due on each applicable call. Customer usage includes but will not be limited to the rate per minute, connection fee (if any), disconnect fee (if any), payphone fee, and real-time or post time administration fee (if any). At the beginning of each call, the user will be notified as to the amount of minutes or units that remain

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on the card for the particular destination dialed. Customer will be given a notice one minute before the card balance

### SECTION 3 - DESCRIPTION OF SERVICE-cont'd

is fully depleted. When the available time is depleted, the card will be terminated and service discontinued.

Refreshment: Additional units or dollars may be added to unexpired cards by charging the services to a commercial credit card accepted by the Company. Such transactions are available through Intellicall provided telephone numbers or at a retailer through Intellicall's point-of-sale activation process. Such additional units or dollars will be charged the prevailing per unit or dollar rate on the date of refreshment. A minimum of 20 units or dollars must be added to the card on each refreshment when refreshment is made through a call center. Customer may be able to refresh a Prepaid Calling Card by a voice prompt or by calling the Company's customer service representatives.

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If the end user is holding a rechargeable card, the user can extend the value of the card via calling into our call center or a voice prompt by charging the cost of additional increments on an authorized major credit card user. An online credit check will be done to ensure available credit.

Expiration: Intellicall's prepaid cards expire in various ways including, but not limited to a specified amount of months from the date of either first or last use. If any card has too little time to place a one minute call and is not rechargeable, that card will expire within sixty (60) days of last usage.

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Special Responsibility: The Company is not responsible for theft, loss or unauthorized use of any Prepaid Calling Card of the associated Personal Identification Number (PIN). Where applicable, any reseller is solely responsible for the collection and payment of all applicable federal, state and local taxes, fees and assessments, duties or similar fees assessed by any governmental body or regulatory authority in connection with the service.

Credit Allowances: Intellicall will provide a credit equal to one minute of applicable service for Intellicall prepaid card calls that are interrupted or are subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is : i) not reported to Intellicall; or ii) due to failure of power, equipment or systems not provided by Intellicall.

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#### 3.10.6 Non-refundable:

Prepaid Calling Cards are non-refundable. Customers may determine the remaining units or minutes on their card by dialing an Intellicall provided 800 number. The possession of a card will entitle the user to make calls from the time of card activation until the available card balance is depleted or the card

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is expired. The Company will not refund or issue credit on unused units (minutes) for any prepaid card.

SECTION 3 - DESCRIPTION OF SERVICE-cont'd

3.10.7 Other Charges:

Deposit Forfeiture: Upon cancellation of any order to Prepaid Calling Cards prior to delivery, the customer forfeits any deposit(s) made with the Company for the prepaid calling cards and/or PIN codes.

Card Delivery and Printing: Delivery and printing charges for orders of Prepaid Calling Cards are determined on an individual case basis.

3.10.8 Other conditions of service:

Only the entity or individual whose name the original qualifying purchase was made shall be deemed to be the customer. Related entities, such as affiliates and subsidiaries, spouses and relatives, shall not be treated as the customer.

Calls to 700, 600, 800, 900 and 950 numbers and International Directory Assistance may not be completed using any Intellicall prepaid card and will be blocked. (T)

Calls may only be made using an Intellicall Prepaid Calling Card that has a sufficient available balance to make such call. (T)

ILD Prepaid Calling Card balances will be reduced and depleted based upon usage and applicable federal, state, local taxes, fees, assessments and payphone dial-around surcharge.

3.10.9 Enhanced Options

Prepaid Calling Cards may be purchased for use with enhanced options and services. The following options and services may be available:

Multilingual voice prompts  
Ability to enter a new PIN code  
Recharge and speed dial.

3.10.10 Card Distributors

The Company will make Intellicall Prepaid Calling Cards available to wholesalers or other distributors whose price per card will be determined based upon the number of prepaid cards purchased and whether the purchase is an isolated incident or made on a reoccurring basis. The wholesale cost per minute of use will be the rate stated in Section 4.9 and is dependent upon whether the card is a wholesale or retail purchase. The denomination or number of minutes will be set forth on the front of each card. (T)

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**SECTION 3 - DESCRIPTION OF SERVICE-cont'd**

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**3.11 IOS Prepaid Institutional Calling Services****General**

IOS Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement institutions. This service is designed to offer a calling alternative for the following circumstances:

- A) Called parties who utilize the services of local exchange carriers that do not offer third party billing of collect calls; and
- B) Called parties whose credit history is inadequate to receive collect calls; and
- C) Inmates who wish to utilize their commissary funds for call placement; and
- D) Called parties who wish to budget their monthly expense for collect calls.

Prepaid Institutional Calling Services are not subject to the Deposit and Advance Payment provisions found in this tariff.

Prepaid Collect Service is the method which allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

Prepaid Collect Services is available for those parties (Customers) who receive collect calls from inmates in Confinement institutions. A prepaid account is set up by the Company for the Customer. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

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**SECTION 4 - RATES AND CHARGES-cont'd**

**4.1. Usage Charges and Billing Increments**

**4.1.1 Usage Charges**

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

**4.1.2 Billing Increments**

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

**4.1.3 Rounding**

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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**SECTION 4 - RATES AND CHARGES-cont'd**

**4.2 Directory Assistance**

Per Call: \$1.40

**4.3 Returned Check Charge**

When payment for Service in the form of a bank check is returned for insufficient funds, the Subscriber will be assessed a service charge of \$20.00 to cover the cost of processing the check.

**4.4 Special Promotions**

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

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**SECTION 4 - RATES AND CHARGES-cont'd**

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**4.5 Alternative Operator Services Rates**

The Company will disclose to the end user, at the beginning of the call before the end user incurs any charges, a quotation of the total cost of the call, including a breakdown of all charges imposed by the AOS provider and the applicability of any taxes. The Company will allow the end user to terminate at no charge before the call is connected. The Company will retain an audio-recorded verification of the end-user's acceptance of the quoted rates and charges of the call. Such verification, which must be provided to the commission or its staff upon request, shall at a minimum consist of an audio recording that preserves evidence of those portions of the call. The end user both identifies himself/herself and also affirmatively accepts the quoted rates and charges for the call before the call is completed and any charges are incurred. Such end user identification and acceptance may be accomplished on AOS calls when an end user enters his or her credit or calling card.

**4.5.1 IntraLATA Alternative Operator Service Rates Per Minute:****4.5.1.1 Rate Plan 12A - Billed in 1 minute increments****IntraLATA/InterLATA Rate per Minute**

<u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
1-9999	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500

**4.5.1.2 Rate Plan 12A - Service Charges**

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$2.75	\$2.75	\$2.75	\$2.75
Collect	\$2.75		\$2.75	\$2.75
Third Party	\$2.75	\$2.75	\$2.75	\$2.75

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SECTION 4 - RATES AND CHARGES-cont'd

## 4.5 Alternative Operator Services Rates-cont'd

4.5.1.3 Rate Plan IOS TTM -IntraLATA/InterLATA Rate per Minute - 3 minute minimum - Billed in 1 minute increments thereafter.

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600

4.5.1.4 Rate Plan IOS TTM- Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$4.80	\$1.70	\$2.50	\$2.50
Collect	\$4.80		\$2.50	\$2.50
Third Party	\$4.80		\$2.50	\$2.50

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SECTION 4 - RATES AND CHARGES-cont'd

## 4.6 Dial Around Operator Services Rates

4.6.1.1 Rate Plan IOS TTM- 8XX

IntraLATA/InterLATA Rate per Minute - Calls billed in 3 minute increments with an initial period for billing purposes of one (1) minute.

<u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	0.3900	1.1700	0.3900	1.1700	0.3900	1.1700

4.6.1.2 Rate Plan IOS TTM 8XX- Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$6.09	\$4.10	\$4.10	\$6.09
Collect	\$6.09		\$4.10	\$6.09
Third Party	\$6.09		\$4.10	\$6.09

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SECTION 4 - RATES AND CHARGES-cont'd

## 4.6 Dial Around Operator Services Rates-cont'd

4.6.1.5 Rate Plan 801 - 800 Call OperatorIntraLATA/InterLATA Rate per Minute - Billed in 1 minute increments.

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	0.4500	0.4500	0.4500	0.4500	0.4500	0.4500

4.6.1.6 Rate Plan 801 - 800 Call Operator Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card/Credit Card	\$12.50	\$5.99	\$7.50	\$7.50
Collect	\$12.50		\$2.99	\$7.50
Third Party	\$12.50		\$6.99	\$9.99
Operator Dialed Surcharge	\$1.99		\$1.99	\$1.99

4.6.1.7 Rate Plan TTM00-800 - 800 Call OperatorIntraLATA/InterLATA Rate per Minute - Billed in 3 minute increments.

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> 3 Min.</u>	<u>Add'l 3 Min</u>	<u>1<sup>st</sup> 3 Min.</u>	<u>Add'l 3 Min.</u>	<u>1<sup>st</sup> 3 Min.</u>	<u>Add'l 3 Min.</u>
0-9999	5.1800	5.1800	5.1800	5.1800	5.1800	5.1800

4.6.1.8 Rate Plan TTM00-800 - 800 Call Operator Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card/Credit Card	\$12.50	\$5.99	\$5.99	\$7.50
Collect	\$12.50		\$6.50	\$7.50
Third Party	\$12.50		\$6.99	\$9.99
Operator Dialed Surcharge	\$4.99		\$4.99	\$4.99

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SECTION 4 - RATES AND CHARGES-cont'd

## 4.7 Inmate Operator Services Rates-cont'd

4.7.1.1 Rate Plan - Inmate 12BLocal Rate per Minute

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
Local	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600

4.7.1.2 Rate Plan - Inmate 12B-Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Collect			\$2.75	

4.7.1.3 IntraLATA/InterLATA Rate per Minute

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
<u>Mileage</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
1-9999	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600

4.7.1.4 Rate Plan - Inmate 12B- Intra/InterLATA Service Charges

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Collect			\$2.75	

\*The text originally included herein was moved to Original Page 47.1.

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EFFECTIVE: November 28, 2007

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**SECTION 4 - RATES AND CHARGES-cont'd**

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**4.7 800ROLLCALL<sup>SM</sup> Conference Services****4.7.1 Per Minute Per Conference Leg Intrastate Rates**

Automated		Operator Assisted
Peak	\$0.25	\$0.29
Off-Peak	\$0.19	\$0.19

Charges for each leg of the conference begin when the conferee number answers. On a Meet-Me conference call charges begin when the conferee's dial in call is answered by the conference bridge. Charges for each leg cease when either the conferee hangs up or when the last but one conferee hangs up.

**4.7.2 Set-up Charges Per Conference Leg**

Automated		Operator Assisted
Peak	\$0.00	\$4.00
Off-Peak	\$0.00	\$2.00

Note that the set-up charge applies whether a conference connection is established or not.

**4.7.3 Enhanced Operator Assisted Features**

Audience Polling:	\$25.00 per conference
Question & Answer Session:	\$50.00 per conference
Participant List:	No Charge
Com Line:	\$25.00 per conference
Conference Recording:	\$15.00 plus shipping and handling

Fees may be waived depending on size of conference.

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**SECTION 4 - RATES AND CHARGES-cont'd**

**4.8 MESSAGE TOLL SERVICES (MTS)**

Outgoing long distance service whereby the customer accesses the Company's underlying Carrier's network on an equal access or dial-up basis. In non-equal access areas, the customer will gain access to the Company's underlying carrier network by dialing a 101XXX access code which will be provided by the Company.

- A. Direct Dial - Billed in 6 second increments with an 18 second minimum.

Rate per minute: \$0.1040

- C Global Calling Card - Billed in 6 second increments with an 18 second minimum.

Rate per minute: \$0.50

- D Toll Free - Billed in 6 second increments with an 18 second minimum.

Rate per minute: \$0.1214

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**ISSUED:** November 28, 2007

**EFFECTIVE:** November 28, 2007

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4.9 Affinity Long Distance Services

## 4.9.1 Rates- Global Calling Cards

The Company's Global Calling Cards may be obtained from the Company or from various Affinity Groups with whom the Company has established a Global Calling Card program. Subscribers may choose the Affinity Plan that best suits their calling patterns and budget. Calls will be billed in 6 second increments with a 30 second minimum

## 4.9.1.1 Affinity Plan 1

Per Call Surcharge	\$0.00
Directory Assistance	\$1.99
Usage Rate Per Minute	\$0.169

## 4.9.1.2 Affinity Plan 2

Per Call Surcharge	\$0.00
Directory Assistance	\$1.99
Usage Rate Per Minute (All hours, all distances)	\$0.69

## 4.9.1.3 Affinity Plan 3

Per Call Surcharge	\$0.00
Directory Assistance	\$1.99
Usage Rate Per Minute (All hours, all distances)	\$0.7235

## 4.10 Prepaid Services Rates

## 4.10.1 Surcharge Type Products

Intralata

\$3.00 per 15 minutes (purchase in 15 min. increments)

Interlata

\$2.78 first minute  
\$0.31 each add'l minute

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4.10 ILD A5 Rate Plan

The ILDA5 Rate Plan is a collect product plan where the customer chooses to dial a specific number. The rates are specific to the dialed number. The rate is set with a 3 minute minimum and then billed in three minute increments. Rates are high as they are meant as an alternative dialing option in lieu of purchase of prepaid phone cards and/or cell phones. Operator surcharges are in line with interstate surcharges and the location surcharge is set for phone breakage and replacement.

4.10.1 IntraLATA/InterLATA Rate per Minute - 3 minute minimum - Billed in 1 minute increments thereafter.

<u>Mileage</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT</u>	
	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>	<u>1<sup>st</sup> Min.</u>	<u>Add'l Min.</u>
0-9999	5.1800	1.7300	5.1800	1.7300	5.1800	1.7300

4.10.2 Service Charges - Rate Plan ILDA5

	<u>Person To Person</u>	<u>Automated</u>	<u>Operator Assisted</u>	<u>Live</u>
Calling Card	\$12.50	\$5.99	\$6.99	\$7.50
Collect	\$12.50		\$6.99	\$7.50
Third Party	\$12.50		\$6.99	\$9.99
Property Imposed Fee (PIF)	\$4.00	\$4.00	\$4.00	\$4.00

ISSUED: November 28, 2007

EFFECTIVE: November 28, 2007

ISSUED BY: Dennis Stoutenburg, President  
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