

WEST VIRGINIA  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE TARIFF  
OF  
IDT AMERICA, CORP.

This Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by IDT America, Corp. with principal offices at 520 Broad Street, Newark, New Jersey 07102-3111. This Tariff applies to services provided within the State of West Virginia. This Tariff is on file with the West Virginia Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 02-1621-T-CN dated January 11, 2003.

Issued by: IDT America, Corp.

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Carl Wolf Billek, Esq.  
Associate General Counsel  
IDT America, Corp.

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Issued: August 25, 2003

Effective: September 23, 2003

By:

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**CHECK PAGE**

The Pages of this Tariff, as listed below, are effective as of the date shown at the bottom of the respective Page(s). Original and revised Pages as named below comprise all changes from the original Tariff and are currently in effect as of the date at the bottom of this page.

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6	Original	42	Original	75	1 <sup>st</sup> Revised
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22	Original	58	1 <sup>st</sup> Revised	91	Original
23	Original	58.1*	2 <sup>d</sup> Revised	92	Original
24	Original	59	1 <sup>st</sup> Revised	93	Original
25	Original	59.1	Original	94	Original
26	Original	60*	2 <sup>d</sup> Revised	95	Original
27	Original	61	1 <sup>st</sup> Revised	96	Original
28	Original	61.1*	2d Revised	97	Original
29	Original	62	Original	98	Original
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32	Original	65	Original	101	Original
33	Original	66	Original	102	Original
34	Original	67	Original		<b>*New or Revised</b>
35	Original	68	Original		
36	Original	69	Original		

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**SYMBOLS**

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

- (C) To signify a changed regulation or text.
- (D) To signify a decrease to the customer's bill or rate.
- (I) To signify change resulting in an increase to a customer's bill.
- (M) To signify a move from in the location of the text.
- (N) To signify new rate or regulation.
- (O) To signify omissions
- (T) To signify temporary rate and /or surcharge.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange telecommunications services by IDT America, Corp. to Customers within the state of West Virginia. IDT's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the West Virginia Public Service Commission. In addition, this tariff is available for review at the main office of IDT America, Corp., at 520 Broad Street, Newark, New Jersey 07102-3111 during normal business hours.

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**TARIFF FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the Tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the West Virginia Public Service Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the West Virginia Public Service Commission follows in their Tariff approval process, the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

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

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

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

**D. Check Pages** - When a Tariff filing is made with the West Virginia Public Service Commission, an updated check Page accompanies the Tariff filing. The check Page lists the Pages contained in the Tariff, with a cross reference to the current revision number. When new Pages are added, the check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The Tariff user should refer to the latest check Page to find out if a particular Page is the most current on file with the West Virginia Public Service Commission.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - The West Virginia Public Service Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - IDT America, Corp., the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

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**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** – Refers to a cash equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**End-User Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Holiday** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

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**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

**Message Toll Service** - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

**Monthly Recurring Charges** – The Monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon the duration of the service.

**MOU** - Minutes of Use.

**Non-Recurring Charge (“NRC”)** – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PBX** – Private Branch Exchange.

**PIN** – Personal Identification Number.

**POP** – Point of Presence.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

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**Service** - Any means of service offered herein or any combination thereof.

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Shared Inbound Calls** – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shred Outbound Calls** – Refers to calls in Feature Group G (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1+10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed dialing "10XXX" or "101XXXX" with 1+10-digit number."

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation or other entity who orders telecommunications service from IDT. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Term Agreement** - An agreement between the Company and the Customer for a fixed term of months.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** – Charges for minutes or messages traversing over local exchange facilities.

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of West Virginia.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
- .1** the Customer is using the service in violation of this tariff;
  - or
  - .2** the Customer is using the service in violation of the law.
- E.** This tariff shall be interpreted and governed by the laws of the State of West Virginia.

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- F.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
- .1** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - .2** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - .3** Any unlawful or unauthorized use of the Company's facilities and services;
  - .4** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - .5** Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****D. (Cont'd.)**

- .6** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Paragraph A of this Subsection 2.1.4.
- .7** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- .8** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- .9** Any noncompletion of calls due to network busy conditions;
- .10** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****I. With respect to Emergency Number 911 Service:**

- .1** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- .2** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****I. With respect to Emergency Number 911 Service (Cont'd)**

- .3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Equipment (Cont'd)**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

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**SECTION 2 – REGULATIONS (CONT'D)****2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and West Virginia Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2 – REGULATIONS (CONT'D)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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**SECTION 2 - REGULATIONS, CONT'D.****2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 - REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 - REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels (Cont'd)****2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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**SECTION 2 - REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels (Cont'd)****2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements**

**2.5.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** Customers have up to 180 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements (Cont'd)****2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the West Virginia Public Service Commission, 201 Brooks Street, Charleston, WV 25323.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities.

The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Deposits**

The Company does not require Customer deposits.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service**

The Company may discontinue service without notice for any of the following:

- (A) Upon nonpayment of any amounts owed to the Company, the Company may, by giving ten (10) days written notice as well as two notices by telephone, twenty-four (24) hours prior to discontinuance, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Non-payment of any sum due for service and not in bona fide dispute: Provided that there has been compliance with §150CSR6-2.f.5 the residential deferred payment rules.
- (E) Making of nuisance calls;
- (F) Violation of or non-compliance with Commission regulations or FCC technical requirements;
- (G) Failure to comply with laws applicable to telephone service;
- (H) Failure to permit the telephone Company reasonable access to Company equipment.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service (Cont'd)**

- (I) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (J) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (K) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (L) Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in Sections 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements (Cont'd)**

**2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 - REGULATIONS, CONT'D.****2.6 Allowances for Interruption in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
  
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2 - REGULATIONS, CONT'D.****2.6 Allowances for Interruption in Service (Cont'd)****2.6.1 General, (Cont'd.)**

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

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**SECTION 2 - REGULATIONS, CONT'D.****2.6 Allowances for Interruption in Service (Cont'd)****2.6.2 Limitations of Allowances (Cont'd)**

- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.6.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.6 Allowances for Interruption in Service (Cont'd)****2.6.4 Application of Credits for Interruptions in Service (Cont'd)****D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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**SECTION 2 - REGULATIONS, CONT'D.****2.6 Allowances for Interruption in Service (Cont'd)****2.6.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2 - REGULATIONS, CONT'D.****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.8.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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**SECTION 2 - REGULATIONS, CONT'D.****2.9 Customer Responsibility****2.9.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.10.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.10.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.10.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - REGULATIONS, CONT'D.****2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.  
An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.  
The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 - REGULATIONS, CONT'D.****2.11 Notices and Communications**

- 2.11.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.12 Taxes, Fees and Surcharges**

The Company reserves the right to bell any and all applicable taxes in addition to normal telecommunications charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not included in the quoted rates.

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**SECTION 2 - REGULATIONS, CONT'D.****2.13 Miscellaneous Provisions****2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.13.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**SECTION 2 - REGULATIONS, CONT'D.****2.14 Universal Emergency Telephone Number Service (911)**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

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**SECTION 2 - REGULATIONS, CONT'D.****2.15 Emergency Services (Enhanced 9-1-1)****2.15.1 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee**

- A. The Company shall act as the billing agent for the applicable Enhanced 9-1-1 fee(s) for each county in which the Company provides local exchange telephone service while such county has an Enhanced 9-1-1 ordinance in effect.
- B. The Enhanced 9-1-1 fee shall appear as a separate line item in each regularly issued local exchange service telephone bill rendered by the Company. The amount and the application of the fee shall conform to the current Enhanced 9-1-1 ordinance of the county in which the service, for which the bill is rendered, is provided. Where a single bill is rendered for multiple lines, the total applicable fee amount may appear as a single line item on the bill.
- C. The Enhanced 9-1-1 fee shall be due and payable on the same bases, except for denial, disconnection or interruption of service considerations, as the charge(s) levied for local exchange access service.

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**SECTION 2 - REGULATIONS, CONT'D.****2.15 Emergency Services (Enhanced 9-1-1)****2.15.1 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee (Cont'd)**

D. Except as specified in the applicable county Enhanced 9-1-1 ordinance, the Enhanced 9-1-1 fee shall be applied to each telecommunications line which is configured so as to receive dial tone from the end office serving the line. The following are considered telecommunications lines for the purposes of application of the Enhanced 9-1-1 fee:

- .1 Tariffed and special assembly access lines, both business and residence;
- .2 Semi-public telephone service access lines;
- .3 Access lines connected to customer owned public telephones;
- .4 PBX trunks;
- .5 CENTREX lines, with the proviso that, except where specified otherwise in a county Enhanced 9-1-1 ordinance, a PBX trunk of equivalent of eight (8) CENTREX lines to one (1) PBX trunk shall be used for fee application. Fractional amounts shall be rounded up to the nearest whole cent amount. For example, where the fee is \$1.75, each CENTREX line would be billed \$0.22 unless the applicable county Enhanced 9-1-1 ordinance specified otherwise.
  - a. Application of the CENTREX 9-1-1 fees is done on an account by account (per county) basis, Within a given county, location of the CENTREX lines' customer termination points is irrelevant as long as all of the lines are on a single account.

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**SECTION 2 - REGULATIONS, CONT'D.****2.15 Emergency Services (Enhanced 9-1-1)(Cont'd)****2.15.1 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee (Cont'd)**

D. (Cont'd)

.5 (Cont'd)

- b. For example, if a subscriber has 5 service locations in Alpha County (for this example, Alpha County charges the full 9-1-1 fee [which is \$2.00 in the example] for the first 8 CENTREX lines and 1/8 of the fee for additional CENTREX lines) and has 4 CENTREX lines at each location and only one account, he or she will pay 8 times \$2.00 + 12 times \$0.25 (\$0.25 of 1/8 pf the full Alpha County business 9-1-1 fee of \$2.00) for a total of \$19.00 per month. If the customer has a separate account at each location he or she will pay \$2.00 times 4 on each of the 5 accounts for a total monthly payment of \$40.00. In this example, if one of the 5 locations is in another county, the 9-1-1 fee must be figured on those 4 lines separately even if all 5 locations are on a single account. This would reduce the Alpha County 9-1-1 monthly fee total to 8 times \$2.00 + 8 times \$0.25 for a total of \$18.00. The total monthly 9-1-1 fee paid by the multi-county customer would be that \$18.00 plus whatever the fee amount would be for the location in the other county.
- .6 Lines used by the Company for official business and Company public telephone lines shall be exempted form otherwise applicable enhanced 9-1-1 fees.

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**2.15 Emergency Services (Enhanced 9-1-1)****2.15.1 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee (Cont'd)**

- E. Company shall remit to the county, in the manner specified by the County Commission (e.g., mailed check, electronic fund transfer, etc.) and by the last business day of each month (unless the County Commission specifies in writing that less frequent remittance of Enhanced 9-1-1 fee revenues is acceptable), all Enhanced 9-1-1 fees collected by the Company for such county during the preceding month or otherwise applicable period, less a billing and collection fee of 3% of the monies collected. The County Commission may, upon 60 calendar days notice to the Company, change the manner in which the frequency whereby and/or the recipient to which the Company remits Enhanced 9-1-1 fee revenues to the county.
- F. If the subscriber notifies the Company, in writing, that he or she refuses to pay the Enhanced 9-1-1 fee, Company shall remove all fee amounts from the customer's account, shall cease billing the Enhanced 9-1-1 fee to the customer's account and shall, as soon as feasible, notify the affected county. Fee billing shall remain halted until such time as the subscriber notifies the Company that fee billing should resume. The Company shall not back bill any Enhanced 9-1-1 fee amounts which would have been billed during the period of fee billing cessation or which were removed from the customer's account, as described above. The county is responsible for collection of Enhanced 9-1-1 fee amounts not billed by the Company due to a subscriber's refusal to pay.
- G. Except where written refusal to pay the Enhanced 9-1-1 fee has been provided, the Company shall back bill unpaid fee amounts.

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**SECTION 2 - REGULATIONS, CONT'D.****2.15 Emergency Services (Enhanced 9-1-1)(Cont'd)****2.15.1 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee (Cont'd)**

- H. Failure to pay the Enhanced 9-1-1 fee shall not constitute cause for refusal or denial of service by the Company.
- I. Except where the subscriber has informed the Company, in writing, that the subscriber refuses to pay the Enhanced 9-1-1 fee, when a subscriber makes only partial payment of a phone bill, the Enhanced 9-1-1 fee shall be the first item covered by the partial remittance.
- J. A full month's Enhanced 9-1-1 fee shall be billed even for a fractional month's service.
- K. The Company shall be given a period of at least 90 calendar days in which to put into effect any change in the amount of a county's Enhanced 9-1-1 fee(s).
- L. The Company shall, for a period of time of no less than two years prior to the current date, and in accordance with generally accepted accounting principles and practices, keep full and appropriate records, by month and by county, of Enhanced 9-1-1 fee amounts billed, collected and disbursed. Such records shall be made reasonably available to appropriate county, state and Public Service Commission officials for legitimate auditing purposes.

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**SECTION 3 – SERVICE AREAS****3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: Verizon.

The Company concurs in the rules and regulations, including all footnotes thereto, applying to and governing local exchange telephone service (hereinafter referred to as Exchange Access Service) as set forth in applicable ILEC tariffs on file with and approved by the West Virginia Public Service Commission, and in any amendments thereto as authorized by the West Virginia Public Service Commission or applicable law. The Company does not concur in the rates of the ILEC. The Company's rates are set out in Section 4 of this tariff.

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES****4.1 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.4** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**4.2 Reserved for Future Use**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****4.3 Network Exchange Service****4.3.1 General**

IDT offers basic local exchange service only as part of a bundle or package of telecommunications services. Packages may include include local service, long distance service (interstate and intrastate toll) and selected custom calling features or some combination thereof. Voice Mail may be available with some packages at an additional charge. The aforementioned services may only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company. The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial residential local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line and will not include any features. Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**
**4.3 Network Exchange Service, Cont'd.****4.3.2 IDT America Unlimited Service Plan**

(C)

Package Price for IDT America Unlimited Service Plan:

(C)

In UNE Zone Nos. 1 &amp; 2:

(N)

Primary Line, per month \$44.95

(R)

Secondary Line, per month \$44.95

(R)

Service Connection Fee, one time charge per line#

Primary Line \$79.99

Secondary Line \$69.00

In UNE Zone No. 3:

(N)

Primary Line, per month \$64.95

(R)

Secondary Line, per month \$64.95

(R)

Service Connection Fee, one time charge per line#

Primary Line \$79.99

Secondary Line \$69.00

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed.

**Material previously on this page has been moved to Original Page 58.1.**

(M)

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service (Cont'd)**

**4.3.2 IDT America Unlimited Service Plan (Cont'd)**

IDT America Unlimited Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Unlimited Domestic direct-dialed Toll Calling.
3. Primary Line Custom Calling Features Package: Caller ID, Call Waiting, Speed Dial (8), Three Way Calling, Call Waiting with Name and Anonymous Call Rejection.
4. Service Plan and all features subject to a \$2.23 National Carrier Charge. (C)
5. An optional calling card with an intrastate rate of \$0.10 per minute. Calls made using the optional calling card are not included within the unlimited feature of this plan.
6. Additional calling features may be purchased on an a la carte basis, where available.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

**Material on this page previously appeared on Original Page 58.**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

**4.3.3 IDT America Choice Service Plan**

(C)

Package Price for IDT America Choice Service Plan:

(C)

In UNE Zone No. 1:

(N)

Primary Line, per month \$33.95

(R)

Secondary Line, per month \$33.95

(R)

Service Connection Fee, one time charge per line#

Primary Line \$79.99

Secondary Line \$69.00

In UNE Zone Nos. 2 & 3:

Primary Line, per month \$54.95

(N)

Secondary Line, per month \$54.95

(I)

Service Connection Fee, one time charge per line#

Primary Line \$79.99

(I)

Secondary Line \$69.00

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed.

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service (Cont'd)**

(C)(M)

**4.3.3 IDT America Choice Service Plan (Cont'd)**

(C)

IDT America Choice Service Plan includes the following:

- 1. Local Line and unlimited direct-dialed Local Exchange calling.
- 2. Direct-dialed intrastate toll calls for \$0.14 per minute.
- 3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls and \$0.14 per minute for direct-dialed intrastate interLATA toll calls.
  - 3a. An optional calling card with an intrastate rate of \$0.10 per minute. Calls made using the optional calling card are not included within the unlimited feature of this plan.
  - 3b. Additional calling features may be purchased on an a la carte basis, where available.

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

**4.3.3 West Virginia Number 2 Service Plan (Cont'd)**

4. Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting, Call Waiting with Caller ID and Name and Anonymous Call Rejection.

5. Service Plan and all features subject to a \$2.23 National Carrier Charge. (C)

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

**4.3.4 IDT America Additional Line Service Plan**

(N)

Package Price for IDT America Additional Line Service Plan:

In UNE Zone No. 1:		
Primary Line, per month		\$24.95
Secondary Line, per month		\$24.95
Service Connection Fee, one time charge per line#		
Primary Line		\$79.99
Secondary Line		\$69.00

In UNE Zone Nos. 2 & 3:		
Primary Line, per month		N/A
Secondary Line, per month		N/A
Service Connection Fee, one time charge per line#		
Primary Line		N/A
Secondary Line		N/A

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to IDT's "America Unlimited" or "America Choice" plans. In the event the subscriber cancels their "America Unlimited" or "America Choice" plan(s) so that the only remaining IDT local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to an "America Unlimited" plan, and billed accordingly.

(N)

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

**4.3.4 IDT America Additional Line Service Plan (Cont'd)**

IDT America Additional Line Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed toll calls for \$0.08 per minute.
3. An optional calling card with an intrastate rate of \$0.10 per minute. Calls made using the optional calling card are not included within the unlimited feature of this plan.
4. Calling Features may be purchased on an a la carte basis, where available.
5. Service Plan and all features subject to a \$2.23 National Carrier Charge. (C)

#Service Connection fee waived for those customers who are served by a carrier prior to requesting service from IDT and who retain their existing telephone number when switching their service to IDT.

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

**4.3.5 Reserved for Future Use**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

**4.3.7 Reserved for Future Use**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

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**SECTION 4 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**4.3 Network Exchange Service, Cont'd.**

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES****5.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

**5.1.1 Service Order Charges**

**Primary Service Connection Charge** - applies to requests for initial connection or establishment of telephone service to the Company.

**Secondary Service Connection Charge** - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

**Transfer of Service Charge, Primary Line** - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

**Transfer of Service Charge, Secondary Line** - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

**Technician Dispatch Charge** - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES**

**5.1 Service Order and Change Charges (Cont'd)**

**5.1.1 Service Order Charges (Cont'd)**

**Service Order Charge** - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.1 Service Order and Change Charges, Cont'd.****5.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

**Feature or Feature Pack Change Order** - applies when a customer requests a change, adding or removing a feature or feature pack.

**Toll Restriction Fee Order** - applies when a Customer requests a change, adding or removing Toll Restriction Service.

**Telephone Number Change Order** - applies to each telephone number change request/order.

**Long Distance Minutes Pack Change Order** - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

**Listing Change Charge** - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

**Plan Change Charge** - applies when a residential Customer requests/orders a change in service from one service plan to another service plan.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.1 Service Order and Change Charges, Cont'd.****5.1.3 Record Change Charges**

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

**5.1.4 Miscellaneous Charges**

**Duplicate Invoice** - applies each time a Customer requests an additional copy of a current bill or invoice.

**Call Detail Report** - applies each time a Customer requests local call detail for a given calendar month or billing cycle.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**
**5.1 Service Order and Change Charges, Cont'd.****5.1.5 Rates**

	<u>Residence</u>	<u>Business</u>
<u>Service Order Charges</u>		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$150.00	\$150.00
Transfer of Service Charge, Secondary Line	\$55.00	\$55.00
Technician Dispatch Charge	\$69.99	\$79.99
Service Order Charge	\$15.00	\$15.00
 <u>Change Order Service Charges</u>		
Feature or Feature Pack Change Order	\$15.00	\$15.00
Toll Restriction Fee Order	\$15.00	\$15.00
Telephone Number Change Order	\$15.00	\$15.00
Long Distance Minutes Pack Change Order	\$15.00	\$15.00
Listing Change Charge	\$15.00	\$15.00
Service Plan Change Charge	\$15.00	\$15.00
 <u>Record Change</u>		
	n/c	n/c
 <u>Miscellaneous Charges</u>		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$10.00	\$10.00

\* Service Connection charges are listed with the rates for each specific service tariffed.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.2 Tel-Assistance Service**

Tel-Assistance Service is designed to help qualified residential Customers pay for their local exchange service. Such qualified Customers are charged a reduced rate for their local exchange service.

**5.2.1 Eligible Customers**

Tel-Assistance Service is available to qualified low income Customers who are: Social Security Supplemental security Income benefit recipients, Aid for Dependent Children benefit recipients, Aid for Dependent Children-Unemployed benefit recipients, food stamp recipients or whose total household income is at or below the income level established for Social Security Supplemental Security Income eligibility. In order to qualify for Tel-Assistance Service, a Customer must be certified by the Department of Human Services to the Company as eligible for this service. Service will continue to be provided to a Customer only so long as such Customer is certified as eligible by the Department of Human Services. No other exchange service may be provided on the same premises with Tel-Assistance Service to either the Tel-Assistance Service customer or any other person.

**5.2.2 Rates**

Customers will receive a rate of \$7.50 per month for local exchange service. This rate shall allow the Customer \$2.00 in usage and free optional toll blocking service. All usage in excess of \$2.00 shall be charged to the Customer at the applicable tariffed rate.

Tel-Assistance Customers will not be charged an order processing charge or line connection charge when changing a Customer to or from Tel-Assistance service. However, charges for other allowed services, including those for installing service or for moving a Customer's service from one dwelling to another, shall be made at the applicable tariffed rate.

**5.2.3 Other Regulations**

The Company shall not disconnect or interrupt a Tel-Assistance Customer for failure to pay toll or long distance charges. The Company may initial Toll Restriction Service if a Tel-Assistance Customer has a delinquent balance for toll and/or long distance charges of \$20.00 or more.

The federal subscriber line charge is waived for Tel-Assistance lines.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion, per line	\$29.99	\$49.99

**5.4 Temporary Suspension/Restoration of Service**

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

	<u>Residence</u>	<u>Business</u>
Per occasion, per line	\$29.99	\$49.99

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.5 IDT Travel Card Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-471), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call \$0.60

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.6 Optional Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**5.6.1 Feature Descriptions**

**Caller ID with Name and Number** - allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

**Call Waiting/Cancel Call Waiting (CCW)** - Call Waiting (CW) provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. CCW allows a (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.6 Optional Calling Features, (Cont'd)****5.6.1 Feature Descriptions, (cont'd.)**

**Call Waiting with Caller ID with Name** - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

**Three Way Calling** - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

**Caller Identification Blocking:** Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

**Per Call Blocking:** To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.6 Optional Calling Features, (Cont'd)****5.6.1 Feature Descriptions, (cont'd.)**

**Per Line Blocking:** When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

**Call Forward – Busy** - If the Customer's line is busy when a caller tries to call the Customer, Call Forward — Busy will forward the Customer's incoming calls to another telephone number that the Customer selects. If the Customer forwards his calls to a long distance number, long distance charges will apply in accordance with the terms of the plan. The Customer's forwarding number is "fixed" and can only be changed by IDT. To change the Customer selected forwarding number, the Customer must contact IDT.

**Call Forward – Don't Answer** - When the Customer is not available to answer the phone, Call Forward — Don't Answer forwards incoming calls to another telephone number the Customer selects. If the Customer forwards the Customer's calls to a long distance number, long distance charges will apply in accordance with the terms of the plan. Call Forward —Don't Answer is available by subscription only. The Customer's forwarding number is "fixed" and can only be changed by IDT. To change the Customer selected forwarding number, the Customer must contact IDT.

**Call Forward – Busy and Don't Answer** – This service incorporates the features of both Call Forward – Busy and Call Forward – Don't Answer and is subject to the terms for both services.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.6 Optional Calling Features, (Cont'd)****5.6.1 Feature Descriptions, (cont'd.)**

**Speed Dialing (8)** - This feature allows a user to dial selected numbers using one digit. Up to eight telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

**Speed Dialing (30)** - This feature allows a user to dial selected numbers using two digits. Up to thirty telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

**Call Return** - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

**Repeat Dialing** automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

**Anonymous Call Rejection (ACR)** - Anonymous Call Rejection (ACR) allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you.

When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you.

A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.6 Optional Calling Features, (Cont'd)****5.6.1 Feature Descriptions, (cont'd.)**

**Call Trace** – allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls. This service may be ordered on a Monthly or per trace basis.

**Talking Call Waiting** - A special tone lets a customer know another caller is trying to reach them and an automated voice announces the caller's name. A customer can note the name of the second caller and call back later, or end the customer's first call and take the second call. Like Call Waiting, Talking Call Waiting lets a customer switch back and forth between two calls as often as a customer likes. And before important conversations or going online, a customer can temporarily deactivate Talking Call Waiting on their line. A customer must also subscribe to Call Waiting to have this service.

**Ultra Call Forward** - Ultra Call Forward lets the Customer forward incoming calls to any phone number from anywhere at anytime. Household members can forward calls to wherever they are during the day and feel confident that the phone will never ring at home when someone isn't available to answer it. Normal local, toll or long distance charges will apply to forwarded calls. Calls may not be forwarded to an international number.

**Call Forwarding Variable** - Call Forwarding Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**
**5.6 Optional Calling Features, (Cont'd)****5.6.2 Rates**

<b>Feature</b>	<b>Rate</b>
Caller ID with Name and Number	\$5.95
Call Waiting/Cancel Call Waiting	\$4.95
Call Waiting ID with Name	\$5.95
Three Way Calling	\$3.95
Three Way Calling (Per Use)	\$0.75
Caller Id Blocking, per call	\$5.00*
Caller Id Blocking, per line	\$5.00*
Call Forward - Busy	\$3.95
Call Forward -Don't Answer	\$3.95
Call Forward Busy and Don't Answer	\$4.95
Speed Dial - 8	\$2.95
Speed Dial - 30	\$3.95
Call Return	\$3.95
Call Return (Per Use)	\$0.75
Repeat Dialing	\$3.95
Repeat Dialing (Per Use)	\$0.75
Anonymous Call Rejection	\$2.95
Call Trace	\$1.50
Call Trace (Per Trace)	\$0.00
Talking Call Waiting	\$5.95
Ultra Call Forwarding	\$5.95
Call Forwarding Variable	\$3.95

\*Nonrecurring charge

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.7 Directory Assistance**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

**5.7.1 Basic Directory Assistance**

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

A maximum of two (2) requested telephone numbers are allowed per call.

Charges will not apply for calls placed from hospital services or calls placed from telephones where the Customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.7 Directory Assistance, (Cont'd.)****5.7.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in Section 4.12, apply as appropriate.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.7.1 of this Tariff.

For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.7 Directory Assistance, (Cont'd.)**

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.7 Directory Assistance, (Cont'd.)**

**5.7.4 Rates**

**A. Basic Directory Assistance**

Per completed call 0.75

**B. Directory Assistance Call Completion**

Per completed call \$0.30

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.8 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Operator Station** - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.8 Local Operator Service, Cont'd.**

**5.8.1 Local and IntraLATA Usage Rates**

For usage rates, see Section 4.3 of this tariff.

**5.8.2 Per Call Service Charges**

In addition to applicable usage charges, a service charge applies to each call completed with operator assistance. When more than one service charge would apply, only the greater charge is applied.

Customer Dialed Calling Card	\$0.40
Operator Dialed Calling Card	\$1.58
Collect	\$1.58
Third Party Billed	\$1.33
Person-to-Person	\$3.49
Operator Dialed Surcharge	\$0.80

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.9 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line.

Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**5.9.1 Rates**

	<u>Per</u> <u>Call</u>
Busy Line Verification, each request	\$2.25
Emergency Interruption, each occasion and in addition to the Verification charge	\$5.00

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.10 Directory Listing Services****5.10.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**5.10.2 Listings**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**A. Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.10 Directory Listing Services (Cont'd)**

**5.10.2 Listings (Cont'd)**

**B. Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**C. Additional Listing**

Additional listings are confined to the names of those who are entitled to use the customer's service.

**D. Toll-Free Directory Listing**

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.10 Directory Listing Services (Cont'd)****5.10.3 Rates and Charges**

	<u>Monthly Charge s</u>
Primary Listing,	
Business	\$ 0.00
Residence	\$ 0.00
Additional Listings,	
Business	\$ 2.00
Residence	\$ 2.00
Non-Listed,	
Business	\$ 2.00
Residence	\$ 2.00
Non-Published,	
Business	\$ 2.00
Residence	\$ 2.00
Toll-Free Directory Listings,	
Business	\$ 15.00
Residence	\$ 15.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 5.1.5 of this tariff.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.11 Carrier Presubscription****5.11.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**5.11.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

**Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

**Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.11 Carrier Presubscription (Cont'd)**

**5.11.2 Presubscription Options (Cont'd)**

**Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.11 Carrier Presubscription, (Cont'd.)****5.11.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed. Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.5 below:

**5.11.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request. Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**

**5.11 Carrier Presubscription, (Cont'd.)**

**5.11.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port: \$5.00

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.12 Intercept Referral Service****5.12.1 General**

Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to a recorded message that states the line number status and a referral number for calls placed to a disconnected or changed residence or business line number.

**5.12.2 Rates**

Basic Referral Service

No charge

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.13 Toll Restriction Service**

At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

**5.13.1 Rates**

	<u>Residence</u>	<u>Business</u>
Toll Restriction Charge, per line	\$5.00	\$5.00

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**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, CONT'D.****5.14 900 Service Access Restriction**

900 Service Access Restriction enables residence or business exchange access line customers to prohibit dialing of calls with the 900 prefix. Customers who choose this service will also be restricted from calling calls with the prefix of 976 and 676. This service is offered only where facilities permit and is only available on direct dialed calls.

**5.14.1 Rates**

	<u>Residence</u>	<u>Business</u>
Initial Request	\$0.00	\$0.00
Subsequent Request, per line	\$5.00	\$5.00

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**SECTION 6 – LONG DISTANCE SERVICES**

**6.1 General**

Rates and regulations for the Company's Long Distance Services may be found in Company's West Virginia Tariff No. 1.

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**SECTION 7 – ACCESS SERVICES**

**7.1 General**

Rates and regulations for the Company's Access Services may be found in Company's West Virginia Tariff No. 3.

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**SECTION 8 – SPECIAL ARRANGEMENTS****8.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the West Virginia Public Service Commission.

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**SECTION 8 – PROMOTIONS****9.1 Special Promotions**

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements. Notice of such promotional offerings will be filed with the West Virginia Public Service Commission.

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