

WiMacTel, Inc.
d/b/a Intellicall Operator Services
PSC No. 1 - Telephone
Effective Date: September 7, 2016

Leaf 1
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*This tariff, WiMacTel, Inc. d/b/a Intellicall Operator Services PSC No. 1 – Telephone, replaces
WiMacTel, Inc. New York Tariff PSC No. 1 – Telephone, in its entirety.*

Regulations and Schedule of Charges
Applicable to Point-to-Point Communication Service
to Locations in the State of New York

WiMacTel, Inc.
13515 I Circle
Omaha, NE 68137
Customer Service: (888) 476-0881

Issued under the authority of the New York Public Service Commission in Case No.
_____, dated _____.

Issued by: James MacKenzie, President and CEO, Omaha, NE

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of New York by WiMacTel, Inc. subject to the jurisdiction of the New York Public Service Commission.

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SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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TARIFF FORMAT

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to WiMacTel's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

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

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company 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 or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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

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Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a travel card or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the travel card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - New York Public Service Commission

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

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Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Louisiana.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

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Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

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Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Louisiana Public Service Commission to be providing operator services.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed, and operator assisted calls originating and terminating partially or wholly within the State of New York, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

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

2.2.2 WiMacTel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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2.2 Limitations, (Cont'd.)

- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by WiMacTel and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of Company

2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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2.4 Liabilities of Company, (Cont'd.)

- 2.4.3** WiMacTel shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over WiMacTel or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** WiMacTel is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.4.2 above.
- 2.4.5** WiMacTel shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

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2.4 Liabilities of Company, (Cont'd.)

- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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2.5 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

2.6 Advance Payments

The Company does not normally require advance payments. However the company reserves the right to an advance payment from customers whose credit history is unacceptable or unknown to the Company. Advance payments, if collected, will be collected and maintained in accordance with Commission rules.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 3 of this tariff.

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2.8 Payment and Credit Regulations

2.8.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by WiMacTel or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, WiMacTel will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to WiMacTel for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User.

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2.8 Payment and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service, (cont'd.)

- (D) Charges for direct dialed and operator assisted calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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2.8 Payment and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service, (cont'd.)

- (J)** In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K)** WiMacTel will not bill for unanswered calls in areas where Equal Access is available, nor will WiMacTel knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, WiMacTel will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L)** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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2.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Commission.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to WiMacTel operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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2.13 Denial of Access to Service by the Company, (Cont'd.)

2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in this tariff, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.18 Reservation of Toll Free Numbers

WiMacTel will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

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2.19 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

2.19.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (D) Any other information required by state or federal regulatory agencies or law.

2.19.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

2.19.3 WiMacTel shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if WiMacTel reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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2.20 Responsibilities of the Subscriber

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by WiMacTel on the Subscriber's behalf.
- 2.20.3** If required for the provision of WiMacTel's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to WiMacTel.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and WiMacTel when required for WiMacTel personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of WiMacTel's Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with WiMacTel's facilities or services, that the signals emitted into WiMacTel's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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2.20 Responsibilities of the Subscriber, (Cont'd.)

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to WiMacTel's equipment, personnel, or the quality of Service to other Subscribers or Customers, WiMacTel may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, WiMacTel may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay WiMacTel for replacement or repair of damage to the equipment or facilities of WiMacTel caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of WiMacTel's equipment installed at Subscriber's premises.

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2.21 Responsibilities of Authorized Users

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing WiMacTel with a valid method of billing for each call. WiMacTel reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or WiMacTel may refuse to place the call.

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2.22 Automatic Number Identification Terms and Conditions

WiMacTel may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.22.1** The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's original call or transaction.
- 2.22.2** The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.22.3** The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.22.4** The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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2.22 Automatic Number Identification Terms and Conditions, (Cont'd.)

2.22.5 WiMacTel will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

2.22.6 Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Violations of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

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2.23 Gross Revenue Tax Surcharge

The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on fifteen (15) days notice to Customers and the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the company will file revised surcharges as directed by the Commission.¹

¹ Issued in compliance with New York Public Service Commission's Order in Case 92-M-0366, as amended.

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2.24 Schools and Libraries Discount Program

2.24.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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2.24 Schools and Libraries Discount Program, (Cont=d.)

2.24.2 Regulations

(A) Obligation of eligible schools and libraries

(1) Request for service

- (a)** Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b)** Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c)** Service requested will be used for educational purposes.
- (d)** Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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2.24 Schools and Libraries Discount Program, (Cont'd.)

2.24.2 Regulations, (cont'd.)

(B) Obligations of the Company

- (1)** The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- (2)** The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- (3)** In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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2.24 Schools and Libraries Discount Program, (Cont'd.)

2.24.3 Discounted Rates for Schools and Libraries

- (A) Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- (B) The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- (C) The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- (D) The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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2.25 Health Care Providers Support Program

2.25.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2.25.2 Regulations

- (A) To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- (B) Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- (C) Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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2.25 Health Care Providers Support Program (Cont'd.)

2.25.2 Regulations (cont'd.)

(D) Responsibility of eligible health care providers

- (1)** Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
- (2)** Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
- (3)** Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
- (4)** A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
- (5)** Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

(E) Responsibility of the Company

- (1)** The Company shall offer the rates and charges as specified in Section 2.25.3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 2.25.1 preceding.

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2.25 Health Care Providers Support Program (Cont'd.)

2.25.2 Regulations (cont'd.)

(E) Responsibility of the Company (cont'd.)

- (2)** The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- (3)** In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

2.25.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- (A)** A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- (B)** An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.

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2.25 Health Care Providers Support Program, (Cont'd.)

2.25.3 Rates and Charges, (cont'd.)

- (C) Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority

2.26.1 General

- (A) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.1 General, (cont'd.)

- (B) The TSP program has two components, restoration and provisioning.
- (1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - (2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.2 TSP Request Process

(A) Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- (1)** Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

- (2)** Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.2 TSP Request Process, (cont'd.)

(A) Restoration, (continued)

- (3)** Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- (4)** For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- (5)** Submit the SF 315 to the OPT.
- (6)** Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.2 TSP Request Process, (Cont'd.)

(B) Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.26.2(A). above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.26.2(A)(1) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- (A) Identify telecommunications services requiring priority.
- (B) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- (C) Accept TSP services by the service due dates.
- (D) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- (E) Pay the Company any authorized costs associated with priority services.
- (F) Report to the Company any failed or unusable services with priority levels.
- (G) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (H) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.4 Responsibilities of the Company

The Company will perform the following:

- (A) Provide TSP service only after receipt of a TSP authorization code.
- (B) Revoke TSP services at the direction of the end-user or OPT.
- (C) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (D) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (E) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (F) Confirm completion of TSP service order activity to the OPT.
- (G) Participate in reconciliation of TSP information at the request of the OPT.
- (H) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

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2.26 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.26.4 Responsibilities of the Company, (cont'd.)

- (I) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (J) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- (K) Disclose content of the NS/EP TSP database only as may be required by law.
- (L) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.26.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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2.27 Routing of (0 Minus) and Emergency Calls

Subscribers utilizing Customer Owned or Leased Currency Controlled Telephones ("COCOTs") may program their telephones to access WiMacTel's network on a (0 minus) basis provided that they comply with applicable Commission rules and regulations and WiMacTel's verification and testing procedures as set forth in this tariff and its Certificate of Public Convenience and Necessity.

Prior to connecting any COCOT to WiMacTel's services or relocating or changing the telephone number of any COCOT previously connected, the Subscriber must submit a completed database form containing the exact street address and telephone number of the COCOT and the telephone numbers of the emergency services serving that location.

Subscribers must test each COCOT connected to WiMacTel's services prior to the initiation of (0 minus) services and at least once per quarter thereafter. In addition, each COCOT must be tested after any relocation of the COCOT and after any change in the telephone number of the COCOT. Testing shall be accomplished as set forth below.

A representative of the Subscriber must visit the site of each of the Subscriber's COCOTs and place a (0 minus) test call to WiMacTel's operator. Using a pre-arranged security password, the representative will verify that they are a Subscriber of WiMacTel and tell the operator the telephone number, location, street address, city, state, and emergency numbers for the COCOT being tested. The operator will verify that this matches the information displayed on the operator screen.

If there are no discrepancies, the operator will record the date, time and operator number associated with the test and save the record. If there are any discrepancies, the operator will make any corrections on the screen and save the record. WiMacTel will retrieve all test records and verify any corrections with the Subscriber.

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2.27 Routing of (0 Minus) and Emergency Calls, (Cont'd.)

Subscribers must program each of their COCOTs to automatically route (0 minus) calls to the local exchange company in the event that access to WiMacTel is not available.

WiMacTel will produce and audit monthly automated reports listing the most recent test dates for each COCOT connected to WiMacTel's services. Each Subscriber will be provided with this report as it relates to his COCOTs and reminded that all telephones must be tested quarterly to be in compliance. In addition, WiMacTel will produce a report containing COCOT locations that have not been tested within the last three months. Each affected Subscriber will be provided with this report and will be advised that this telephone is not in compliance, and must be tested within one week to avoid commission interruption.

WiMacTel will withhold commissions for each COCOT not tested within the week. Commission payments will be resumed only upon submission of a new database form and completion of the verification procedures set forth herein.

On a quarterly basis, WiMacTel will also verify all emergency numbers contained in its database by telephoning each Emergency Service Provider and verifying the nature of the services it handles and that it is the correct provider for the COCOT locations contained in WiMacTel's database. WiMacTel will record any changes and replace them in its database.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

WiMacTel, Inc offers outbound long distance, operator assisted, in certain Local Exchange Service offerings to its customers. Rates for these services vary by product. All WiMacTel services are available 24 hours a day, seven days a week.

WiMacTel's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the New York Public Service Commission and the Federal Communications Commission.

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

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, WiMacTel will reasonably issue credit for the call.

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3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

| | MON | TUES | WED | THU R | FRI | SAT | SUN |
|------------------------|--|------|-----|----------|-----|-----|-----|
| 8:00 AM TO 4:59 PM | DAYTIME RATE PERIOD OR PEAK RATE PERIOD | | | | | | |
| 5:00 PM TO 10:59 PM | EVENING RATE PERIOD OR OFF PEAK RATE PERIOD | | | | | | |
| 11:00 PM TO 7:59 AM | NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD | | | | | | |

- 3.3.1** Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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3.3 Time of Day Rate Periods, (Cont'd.)

- 3.3.2** The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

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3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers.
Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula =

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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3.5 Operator Services

3.5.1 Determination of Charges

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

3.5.2 Classes of Services

Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

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3.5 Operator Services, (Cont'd.)

3.5.3 Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

3.5.4 Public Payphone Surcharge

Operator Assisted Calls originating from a Public Payphone will be charged the Public Payphone Surcharge listed below.

| | <u>Minimum Rate</u> | <u>Maximum Rate</u> |
|---------------|---------------------|---------------------|
| Rate per call | \$0.15 | \$0.69 |

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3.5 Operator Services, (Cont'd.)\

3.5.5 WiMacTel Operator Service Base Plan

A. Usage Rates – IntraLATA/InterLATA

| | Maximum | | |
|--------|---------|---------|--------|
| Miles | Day | Evening | Night |
| 0-9999 | \$2.24 | \$2.24 | \$2.24 |

B. Per Call Services Charges:

| | Maximum Automated | Maximum Operator Assisted |
|-------------------------------|----------------------|---------------------------------|
| Automated Calling Card: | \$7.49 | \$11.25 |
| Collect (Station to Station): | \$10.49 | \$12.75 |
| 3 rd Party | \$11.99 | \$16.49 |
| Person to Person: | \$20.25 | \$20.25 |
| Credit Card | \$7.49 | \$16.49 |
| Surcharges | | |
| Premise Imposed Fee | \$7.50 | |

Billing: 1 Minute Increments

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3.6 WiMacTel Long Distance Base Plan

WiMacTel Long Distance Service applies to aggregator locations for the provision of direct dial toll service from these locations. This service is offered to these locations and is billed to the aggregator for use when an End User inserts direct payment into the aggregator instrument.

3.6.1 Usage Rates

(A) Long Distance Option 1

Long Distance Option 1 plan is for services offered to aggregator locations and billed in one (1) minute increments, with a minimum billing period of one (1) minute.

| | Maximum Initial Period | Maximum Each Add'l Period |
|----------------------|---------------------------------------|--|
| Less than 1000 ANI's | \$0.00378 | \$0.00378 |
| 1000 + ANI's | \$0.02835 | \$0.02835 |

(B) Long Distance Option 2

Long Distance Option 2 plan is for services offered to aggregator locations and billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

| | Maximum Initial Period | Maximum Each Add'l Period |
|----------------------|---------------------------------------|--|
| Less than 1000 ANI's | \$0.01134 | \$0.00378 |
| 1000 + ANI's | \$0.00851 | \$0.00284 |

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3.7 Star 89

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("*89") at pay telephone locations presubscribed to WiMacTel's services. Calls are billed in three (3) minute increments with minimum call duration, for billing purposes, of three (3) minutes. Calls are not mileage or time-of-day sensitive.

3.7.1 Usage Rates

| | Maximum | Maximum |
|---------------|-------------------|---------------------------|
| | Initial 3 Minutes | Each Additional 3 Minutes |
| Per Call Rate | \$7.763 | \$7.763 |

3.7.2 Operator Connect Charges

| | Maximum <u>Automated</u> | Maximum <u>Operator Assisted</u> |
|------------------|-----------------------------|-------------------------------------|
| Calling Card | \$16.47 | \$18.74 |
| Collect | \$17.23 | \$18.74 |
| 3rd Party | \$17.97 | \$22.47 |
| Person to Person | \$26.24 | \$26.24 |
| Credit Card | \$16.47 | \$18.74 |
| PIF | \$ 5.00 | |

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3.8 800 Call Plan 1

The 800 Call Plan 1 permits Customers to access the WiMacTel network by dialing the Company's Toll Free access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in three (3) minute increments.

3.8.1 Rate Plan

| | Maximum | Maximum |
|---------------|-------------------|---------------------------|
| | Initial 3 Minutes | Each Additional 3 Minutes |
| Per Call Rate | \$7.763 | \$7.763 |

3.8.2 Operator Connect Charges

| | Maximum <u>Automated</u> | Maximum <u>Operator Assisted</u> |
|-------------------------------|-----------------------------|-------------------------------------|
| Calling Card: | \$16.47 | \$18.74 |
| Credit Card: | \$17.23 | \$18.74 |
| Collect (Station to Station): | \$17.97 | \$22.47 |
| 3 rd Party: | \$26.24 | \$26.24 |
| Person to Person: | \$16.47 | \$18.74 |
| Premise Imposed Fee: | \$5.00 | |

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3.9 1-800-ALOHA-00

The WiMacTel 1-800-ALOHA-00 Program permits Customers to access the WiMacTel network by dialing the 1-800-ALOHA-00 (800-256-4200) access number to make operator assisted and calling card calls from any location within the state. All calls are billed in one (1) minute increments.

3.9.1 Maximum Usage Rates

A. Customer/Operator Dialed Calling Card and Credit Card Calls

| | Initial Minute | Each Additional Minute |
|---------------|----------------|------------------------|
| Per Call Rate | \$2.58 | \$2.58 |

B. Collect, Third Party and Person- to- Person Calls

| | Initial Minute | Each Additional Minute |
|---------------|----------------|------------------------|
| Per Call Rate | \$2.58 | \$2.58 |

3.9.2 Maximum Operator Connect Charges

| | <u>Automated</u> | <u>Operator Assisted</u> |
|---------------------|------------------|--------------------------|
| Calling Card | \$9.98 | \$15.00 |
| Credit Card | \$9.98 | \$15.00 |
| Collect | \$13.98 | \$17.00 |
| 3rd Party | \$15.98 | \$21.98 |
| Person to Person | \$25.00 | \$27.00 |
| Other Surcharges: | | |
| Pay Phone Surcharge | \$1.00 | |
| Non Subscriber Fee | \$5.00 | |

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.2 Return Check Charge

A return check charge will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to New York law and Commission regulations.

| | <u>Maximum Rate</u> | <u>Minimum Rate</u> |
|---------------------|---------------------|---------------------|
| Return Check Charge | \$20.00 | \$10.00 |

4.3 Directory Assistance

4.3.1 Directory Assistance Service

Directory Assistance is available to Customers of WiMacTel service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

| | |
|---------------------------------|-------------------|
| Intrastate Directory Assistance | Maximum \$3.74 |
|---------------------------------|-------------------|

4.3.2 Call Completion Service

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

A. Directory Assistance Call Completion, Per Call

| | |
|------------------|-------------------|
| Per Call Charge: | Maximum \$1.50 |
|------------------|-------------------|

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SECTION 4 - MISCELLANEOUS SERVICES

4.4 Non – Subscriber Fee

A Nonsubscriber Fee is applicable to operator assisted calls billed to end user lines which are presubscribed to an interexchange carrier other than WiMacTel, or not presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

Rate Per Call: \$3.50

4.5 Bill Statement Fee

The Company may impose a Bill Statement Fee to calls billed as part of the Customer's local telephone bill.

Per Month Charge: \$2.49

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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SECTION 7 - PUBLIC TELEPHONE SERVICES

7.1 General

Public Telephone Services provide a Payphone Service Provider ("PSP") with a connection to the Company's switching network for the purpose of accessing measured services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

Connection charges, as described, apply to all services on a one-time basis unless waived pursuant to this Tariff.

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SECTION 7 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

7.2 Public Access Lines

7.2.1 General

Public Access Lines (PAL) are voice grade individual business exchange lines which provide exchange access from the Customer's premises to the Company's central office facilities for the purpose of connecting COCOTs or Customer-owned coinless telephones to the Company's network.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 7 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

7.2 Public Access Lines, (Cont'd.)

7.2.2 Types of Public Access Lines

- (A) Basic Public Access Lines** - Basic Public Access Lines (BPAL) are measured service lines arranged for either two way (incoming and outgoing) calling or one way (outgoing) calling.
- (B) Enhanced Business Public Access Lines** - Enhanced Business Public Access Lines (EBPAL) have all of the BPAL services. In addition, EBPAL services include Billed Number Screening and PAL Blocking features.

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SECTION 7 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

7.2 Public Access Lines, (Cont'd.)

7.2.3 Feature Descriptions

Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.

(A) PAL Blocking Option 1 - this feature blocks a PAL user from prefix 976.

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(B) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.

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(C) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 7 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

7.2 Public Access Lines, (Cont'd.)

7.2.4 Rates and Charges

Public Access Lines (PAL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PAL ordered and any optional features accompanying the PAL that is not included in the type of PAL ordered.

(B) Message usage rates and charges

These rates and charges are for local and toll message usage. In addition, all other regulations governing business individual access lines apply. PAL Customers are liable for all usage and monthly charges incurred on PAL access lines.

(C) Trouble Isolation Charge

The Trouble Isolation Charge applies when a visit to the Customer's premises is necessary to isolate a problem. Regulations and rates applicable to the End User Common Line charge for multiline business service apply to public access lines. Optional features for public access lines such as Touch-Tone and Custom Calling Services are furnished at existing tariff rates and charges for business service, subject to the availability of facilities. There is no charge to COCOTs for local and intraLATA Directory Assistance calls.

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SECTION 7 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

7.2 Public Access Lines, (Cont'd.)

7.2.4 Rates and Charges, (cont'd.)

(A) Monthly Flat Charges per line and usage

| | |
|---------------|----------------|
| Exchange | <u>Maximum</u> |
| All Exchanges | \$32.18 |

(1) Message usage charges for local Station-to-Station calls

The table below applies for all message related intrastate calling between local stations (where applicable) from message rate PAL lines.

| | |
|---|----------------|
| | <u>Maximum</u> |
| First three (3) minutes or fraction thereof | \$0.1237 |
| Each additional minute or fraction thereof | \$0.0264 |

(B) Installation Charge

(1) Per Line Installation Charge

| | |
|---------------|----------------|
| Exchange | <u>Maximum</u> |
| All Exchanges | \$159.08 |

(2) Per Line Conversion Charge

| | |
|---------------|----------------|
| Exchange | <u>Maximum</u> |
| All Exchanges | \$39.08 |

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7.3 Public Access Smart-Pay Lines

7.3.1 General

Public Access Smart-Pay Lines (PASL) service is comprised of individual business exchange lines with coin or coinless functionality offered to Payphone Providers (PSPs) for the purpose of accessing measured service and features provided by the Company. PASLs are furnished from suitably equipped central offices, subject to the availability of facilities.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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7.3 Public Access Smart-Pay Lines, (Cont'd.)

7.3.2 Types of Public Access Smart-Pay Lines

- (A) One Way Basic Coin Access Line (BCAL1) - BCAL1 is a standard Dial Tone First (DTF) coin line which provides only outgoing service with the following features as described in Section 6.3.3.

- (1) PAL Blocking Option 2
- (2) Billed Number Screening (BNS)
- (3) Outward Call Screening (OCS)
- (4) International Direct Dialed (011) Blocking (IDDB)
- (5) Operator System Coin Control (OSCC)

A standard DTF coin line enables customers to dial certain calls without requiring coin deposits (e.g., "911" Emergency Service).

- (B) Two Way Basic Coin Access Line (BCAL2) - BCAL2 is a standard DTF coin line which provides only outgoing and incoming service with the following features as described in Section 6.3.3.

- (1) PAL Blocking Option 2
- (2) Billed Number Screening (BNS)
- (3) Outward Call Screening (OCS)
- (4) International Direct Dialed (011) Blocking (IDDB)
- (5) Operator System Coin Control (OSCC)

- (C) Charge-A-Call Public Access Line - Charge-A-Call service is a coinless line which provides only outgoing service on an authorized credit/calling card basis with the OCS and BNS as described in Section 6.3.3. One-Plus (1+) dialing (except Toll-Free numbers and 555) is not permitted.

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7.3 Public Access Smart-Pay Lines, (Cont'd.)

7.3.3 Feature Descriptions

- (A) Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.
- (B) PAL Blocking Option 1 - this feature blocks a PAL user from prefix 976.
- (C) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (D) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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7.3 Public Access Smart-Pay Lines, (Cont'd.)

7.3.3 Feature Descriptions, (Cont'd.)

- (F) Line Side Answer Supervision - this feature is designed to improve the accuracy of COCOT timing of sent paid calls. The feature provides "off-hook" supervisory signals to customer premises equipment of the Public Telephone Service Customer when the called party answers the call. When a called party on-hook at the end of a call is detected, the reverse battery is returned to normal indication that the called party has disconnected from the call.
- (G) Operator System Coin Control - this feature is designed to provide control of 0-, 0+ and 1+ dialing from BCAL station. With Operator System Coin Control, sent-paid interLATA calls from BCAL1 and BCAL2 stations, if permitted by the Presubscribed Interexchange Carrier (PIC), will be forwarded to the end user's designated PIC. Special billing/coin sharing arrangements between BCAL Customers and their respective carriers will be necessary.

WiMacTel, Inc.
d/b/a Intellicall Operator Services
PSC No. 1 - Telephone
Effective Date: September 7, 2016

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SECTION 7 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

7.3 Public Access Smart-Pay Lines, (Cont'd.)

7.3.4 Rates and Charges

Public Access Smart-Pay Lines (PASL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PASL ordered and any optional features accompanying the PASL that is not included in the type of PASL ordered.

(B) Message usage rates and charges

These charges are for local calls for Dial Sent-Paid Calls from Basic Coin Access Lines. In addition, all other regulations governing business individual access lines apply. PASL Customers are liable for all usage and monthly charges incurred on PASL access lines.

(C) Service Connection Charges

(D) The rates applicable for Public Access Smart Pay Line service are the same as the rates and services found in Section 7.2.4 of this document.