

G3 Telecom USA, Inc.
PSC No. 1 TELEPHONE
Initial Effective Date: June 24, 2011

Leaf 1
Revision 0
Superseding Revision:

INTRASTATE INTEREXCHANGE COMMUNICATIONS SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK
of
G3 TELECOM USA, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by G3 Telecom USA, Inc. within the state of New York. This tariff is on file with the New York Public Service Commission. Copies may be inspected during normal business hours.

By: Ranjan Arora, Secretary / Treasurer
1039 McNicoll Avenue
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G3 Telecom USA, Inc.
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SYMBOLS

Changes to this tariff shall be identified on the revised Leaf through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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TARIFF FORMAT

- A.** Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leaves are numbered sequentially. When a new leaf is added between leaves already in effect, a decimal is added. For example, a new leaf added between leaves 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 leaf 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.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by G3 Telecom USA, Inc. within the State of New York.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

ANI - A calling telephone number identification which is forwarded to an interexchange carrier by a LEC as a call is placed.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - G3 Telecom USA, Inc., unless otherwise indicated by the context.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - Refers to the New York Public Service Commission.

Company's Point of Presence - Location of the serving central office associated with access to the Company's network.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

Personal Identification Number (PIN) - See Authorization Code.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired users to communicate with each other and with non-hearing impaired individuals.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for long distance services originating and terminating within the State of New York under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for the provision of communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

2.2 Use

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

2.2.2 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.

2.2.3 A Customer 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its services when available, and will not be liable for errors in transmission or failure to establish connection.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by The Company in its reasonable judgment.
- 2.3.5** Service may be limited or discontinued by The Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when The Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

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2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.14, whichever is greater, for the period during which the faults in transmission occur.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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2.5 Liability, (Cont'd.)

- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- A.** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
 - B.** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
 - C.** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

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2.6 Minimum Period

No minimum period is applicable to the services offered by the Company under this tariff.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A.** any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- B.** any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C.** any calls placed by or through the Customer's equipment via any remote access feature(s);
- D.** any calls placed via the Company's services as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- E.** any and all calls placed to a local access or toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

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2.7 Billing and Payment for Service, (Cont'd.)

2.7.2 Billing for Service

- A. Invoices are not issued for pre-paid services. Customers may view their account balance and call detail information at any time via secure online access to their account. This information is updated on a daily basis.
- B. For post-paid services, invoices are available electronically via online access or as a paper bill mailed to the Customer's address of record, at the Customer's discretion.

2.7.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. The Company accepts payments via credit card or a pre-authorized payment plan, which allows the Customer to set up automatic payments via a bank account.
- C. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Disputes with respect to charges must be presented to the Company in writing within forty-five (45) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.

2.7.4 Late Payment Fees

If any portion of a payment due 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, thirty (30) days following the invoice date, 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%.

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2.7 Billing and Payment for Service, (Cont'd.)

2.7.5 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to the Company at 1039 McNicoll Avenue, Toronto, Ontario, Canada – M1W 3W6 or toll free telephone number 888-315-3050. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New York Public Service Commission in accordance with the Commission's rules of procedure. The address and telephone number of the Commission is as follows:

New York Public Service Commission
Three Empire State Plaza
Agency Building 3
Albany, NY 12223-1350
(518) 474-7080

2.9 Taxes and Fees

2.9.1 State and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, may be assessed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service. Customers will receive notice of rate changes associated with these imposed charges.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Taxes and Fees, (Cont'd.)

2.9.2 (Cont'd.)

A. Public Telephone Surcharge

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

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

The Public Telephone Surcharge will be deducted from the Customer's prepaid calling card account.

Rate Per Call: \$0.99

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2.10 Terminal Equipment

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

2.11 Interconnection

2.11.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.11.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.11.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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2.12 Responsibilities of the Subscriber

- 2.12.1** The Subscriber is responsible for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations.
- 2.12.2** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company'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.
- 2.12.3** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.
- 2.12.4** The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company 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.

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2.13 Responsibilities of Authorized Users

- 2.12.1** 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.
- 2.13.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.13.3** The Authorized User is responsible for providing The Company with a valid method of billing for each call. The Company 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 The Company may refuse to place the call.

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2.12 Responsibilities of the Subscriber

- 2.12.1** The Subscriber is responsible for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations.
- 2.12.2** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company'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.
- 2.12.3** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.
- 2.12.4** The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company 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.

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2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

2.15 Inspection, Testing, and Adjustment

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

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2.16 Automatic Number Identification Terms and Conditions

The Company 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:

- 2.16.1** 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.
- 2.16.2** 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.
- 2.16.3** 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.
- 2.16.4** 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.
- 2.16.5** The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.16.6 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Emergency Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority

2.17.1 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.
- 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Emergency Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.2 TSP Request Process – Restoration

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

- A.** Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1. National Security Leadership
 - 2. National Security Posture and U.S. Population Attack Warning
 - 3. Public Health, Safety, and Maintenance of Law and Order
 - 4. Public Welfare and Maintenance of National Economic Posture
- B.** 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.
- C.** Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- D.** 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.
- E.** Submit the SF 315 to the OPT.
- F.** 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Emergency Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.17.2.A. -- 2.17.2.E above for restoration priority assignment except for the following differences. The user should:

- A.** Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.17.2.A. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B.** Verify that the Company cannot meet the service due date without a TSP assignment.
- C.** 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Emergency Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.4 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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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.17 Emergency Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.5 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.
- I.** Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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2.17 Emergency Crisis/Disaster Restoration and Provisioning – Telecommunications Service Priority, (Cont'd.)

2.17.5 Responsibilities of the Company, (Cont'd.)

- 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.

2.17.6. Preemption

When spare facilities are not available, it may be 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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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

3.1.1 Timing of Calls

Chargeable time for all calls begins when a connection is established between the calling station and the called station. Chargeable time ends when one of the parties disconnects from the call, thereby releasing the network connection.

3.1.2 The Company will not knowingly bill for incomplete calls.

3.1.3 Unless otherwise specified, charges for all calls are assessed in one (1) minute increments with a minimum increment of one (1) minute. Partial minutes are rounded to the next higher minute increment.

3.1.4 Calls are not time-of-day or day-of-week sensitive.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.2 Long Distance Monthly Regular Plan

3.2.1 Description

The Monthly Regular Plan is a long distance plan available to business and residential Customers. The Customer accesses the Company's network by dialing a local access code, available in most cities. The service may also be accessed by dialing a toll free number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

3.2.2 Rates and Charges

	Minimum	Maximum
Local Access Dialed, rate per minute:	\$0.015	\$0.060
Toll Free Access Dialed, additional rate per minute:	\$0.007	\$0.030
Monthly Recurring Charge:	\$0.45	\$2.00

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3.3 Long Distance Monthly Plus Plan

3.3.1 Description

The Monthly Regular Plan is a long distance plan available to business and residential Customers. The Customer accesses the Company's network by dialing a local access code, available in most cities. The service may also be accessed by dialing a toll free number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

3.3.2 Rates and Charges

	Minimum	Maximum
Local Access Dialed, rate per minute:	\$0.012	\$0.050
Toll Free Access Dialed, additional rate per minute:	\$0.007	\$0.030
Monthly Recurring Charge:	\$1.00	\$4.00

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3.4 Long Distance Unlimited Plans

3.4.1 Description

The Long Distance Unlimited Plans are available to existing or new residential customers for normal residential use. These plans are available only where a local access number is available. The Customer accesses the Company's network by dialing a local access code, available in most cities.

Unlimited Plans are available for a single telephone number per subscriber.

3.4.2 Rates and Charges

	Minimum	Maximum
Unlimited minutes within US and Canada:	\$10.00	\$40.00
Unlimited minutes within US and Canada and to over 40 countries:	\$15.00	\$50.00

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 One Cent Long Distance Bundles

3.5.1 Description

The One Cent Long Distance Bundles are available to existing or new residential or business customers. These plans are available only where a local access number is available. The Customer accesses the Company's network by dialing a local access code, available in most cities. Any minutes used during the month in excess of the bundle's allotted minutes per month will be charged a per minute rate.

3.5.2 Rates and Charges

A. Monthly Recurring Charge

	Minimum	Maximum
500 Minutes	\$2.50	\$10.00
1000 Minutes	\$5.00	\$20.00
1500 Minutes	\$7.50	\$30.00

B. The per minute rate for calls in excess of the allotted minutes in the bundled package:

Minimum	Maximum
\$0.012	\$0.050

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3.6 Prepaid Regular Plan

3.6.1 Description

Prepaid Regular Plan is available to business and residential Customers. Calls are originated by dialing a local or toll free access number, followed by a personal identification number in addition to the called number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

Prepaid accounts maintain an Available Usage Balance that is depleted on a real-time basis as calls are placed. A minimum of \$5 is required to initiate service. Customers are notified of their remaining account balance at the beginning of each call. The Customer can recharge the account online, via the Company's Automated Telephone Recharge System, or by calling customer service.

Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate, interstate or international location.

If a Customer wishes to discontinue service, the Customer may request and will receive a refund of any remaining account balance.

3.6.2 Rates and Charges

	Minimum	Maximum
Local Access Dialed, rate per minute:	\$0.015	\$0.060
Toll Free Access Dialed, additional rate per minute:	\$0.007	\$0.030

No Monthly Recurring Charge applies.

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3.7 Prepaid Plus Plan

3.7.1 Description

Prepaid Plus Plan is available to business and residential Customers. Calls are originated by dialing a local or toll free access number, followed by a personal identification number in addition to the called number. An additional per minute charge applies, as set forth below, if the service is accessed via a toll free number.

Prepaid accounts maintain an Available Usage Balance that is depleted on a real-time basis as calls are placed. A minimum of \$5 is required to initiate service. Customers are notified of their remaining account balance at the beginning of each call.

Prepaid Plus Plan Customers must opt for Auto Recharge which automatically replenishes the account with a predetermined amount when the account balance reaches a balance of \$5.00.

Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate, interstate or international location.

If a Customer wishes to discontinue service, the Customer may request and will receive a refund of any remaining account balance.

3.7.2 Rates and Charges

	Minimum	Maximum
Local Access Dialed, rate per minute:	\$0.012	\$0.050
Toll Free Access Dialed, additional rate per minute:	\$0.007	\$0.030

No Monthly Recurring Charge applies.

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SECTION 4 – SPECIAL SERVICES AND PROGRAMS

4.1 New York Relay Service

4.1.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

4.1.2 Regulations

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. The following calls may not be placed through the Relay Service:
 - 1. calls to informational recordings and group bridging service;
 - 2. calls to time or weather recorded messages;
 - 3. station sent paid calls from coin telephones; and
 - 4. operator-handled conference service and other teleconference calls.

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SECTION 4 – SPECIAL SERVICES AND PROGRAMS, (Cont'd.)

4.1 New York Relay Service, (Cont'd.)

4.1.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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SECTION 4 – SPECIAL SERVICES AND PROGRAMS, (Cont'd.)

4.2 Schools and Libraries Discount Program

4.2.1 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 and the (additional company tariff references, if appropriate) 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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SECTION 4 – SPECIAL SERVICES AND PROGRAMS, (Cont'd.)

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

4.2.2 Regulations

A. Obligation of Eligible Schools and Libraries

1. Requests 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. Services 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.

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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SECTION 4 – SPECIAL SERVICES AND PROGRAMS, (Cont'd.)

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

4.2.3. 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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ATTACHMENT

A. Services Ineligible for Schools and Libraries Discount

1. Voice Mail Services

B. Schools and Libraries Discount Matrix

HOW DISADVANTAGED	% DISCOUNT LEVEL	
	URBAN DISCOUNT	RURAL DISCOUNT
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

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