

Allvoi Communications, Inc.
PSC No: 1 - Telephone
Effective Date: 03/22/2020

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Allvoi Communications, Inc.

REGULATIONS and SCHEDULE of INTRASTATE CHARGES
APPLYING to COMMUNICATIONS SERVICES WITHIN the
STATE of New York

Applicable in New York State

This Allvoi Communications, Inc. New York P.S.C. No. 1 – Telephone tariff supersedes in its entirety the Master Call Connections, LLC New York P.S.C. No. 1 – Telephone tariff formerly adopted.

Issued by: Omar Tsoutiev, Allvoi Communications, Inc. 39 Broadway, Rm 1850 New York, NY 10006

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SCHEDULE OF GENERAL REGULATIONS APPLICABLE TO LOCAL
AND INTEREXCHANGE SERVICE

ALLVOI COMMUNICATIONS, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services for Local and Interexchange Service provided by Allvoi Communications, Inc. with principal offices at 39 Broadway, Rm 1850, New York, New York 10006. This Tariff applies to services furnished within New York. This Tariff is available on the Company's website www.chooseallvoi.com and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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EXPLANATION of NOTES

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the regulations and rates applicable to the furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of New York services provided by Allvoi Communications, Inc., as follows:

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service described herein offered by the Company within New York. Service is furnished for the use of End Users within New York.
- B. When Service is provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service furnished by it.
- C. When Services provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service.
- D. This Tariff applies only for the use of the Company's Service within New York. This includes the use of the Company's network.
- E. The provision of Local Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.1.1 Service Territory

Allvoi Communications, Inc. will provide service in the territory of Verizon.

1.1.2 Availability

Service is available where facilities permit.

1.1.3 Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth by the Commission.

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2.1 UNDERTAKING OF THE COMPANY

2.1.1 Shortage of Equipment or Facilities

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.1.2 Terms and Conditions

- A. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the regular Tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of any minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.

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2.1 UNDERTAKING OF THE COMPANY, CONT'D.

2.1.2 Terms and Conditions, Cont'd.

- C. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.
- D. This Tariff shall be interpreted and governed by the laws of New York.

2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

- A. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
 - 1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service provided by the Company; or (c) common carriers, warehousemen or middle men;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's Service or the use of the Company's Service in violation of this Tariff;

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2.2 LIMITATIONS ON LIABILITY, CONT'D.

2.2.1 Indemnification and Limits on Liability, Cont'd.

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided Service, or by means of the combination of Company- provided Service with Customer-provided facilities or services;
5. Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
6. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

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2.2 LIMITATIONS ON LIABILITY, CONT'D.

2.2.1 Indemnification and Limits on Liability, Cont'd.

A. Cont'd

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the facilities used for the provision of Service;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;
14. Blockages by other providers of services on the public switched network;
15. Any damage to CPE resulting from use of that system with the Service; and
16. Breach in the privacy or security of communications transmitted over the facilities used for the provision of Service.

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2.2.1 Indemnification and Limits on Liability, Cont'd.

- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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2.2.1 Indemnification and Limits on Liability, Cont'd.

- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.
- J. THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

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2.2 LIABILITY OF THE COMPANY

2.2.2 General

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.5 following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.5, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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2.3 SERVICE AVAILABILITY

2.3.1 Notification of Service-Affecting Activities

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

2.3.2 Provision of Service

The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

2.3.3 Ownership of Facilities

The Company provides resold service and does not provision any facilities for customer use.

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2.4 OBLIGATIONS OF THE CUSTOMER

2.4.1 Prohibited Activities and Uses

The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.

A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.4.2 Claims

Notwithstanding Section 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or

Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

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2.5 OUT OF SERVICE CONDITIONS

2.5.1 General

The Company will provide a credit to the Customer's account, if for reasons within the Company's reasonable control, there is a complete failure of Services lasting more than eight (8) consecutive hours and which are not due to the Company's testing or adjusting, failure of facilities or services of other companies relied upon by Company to provide Service, negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. The credit will be prorated according to the period of such interruption or failure and will be provided on the next practicable bill for Customer's services, with each occurrence of the interruption of service for eight (8) or more consecutive hours during a 24-hour period counting as one day. In no event shall Company provide a credit in excess of applicable service fees.

No credit allowance will be made for an out of service condition that is:

- (1) the result of a negligent or willful act on the part of the customer or due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the facilities used to provision Service;
- (2) the result of the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
- (3) the result of a malfunction of customer-owned telephone equipment or inside wiring;
- (4) the result of, or is extended by, an emergency situation;
- (5) extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;

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Section 2.5.1 General, Cont'd.

- (6) the result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
- (7) the result of a Company's right to refuse service to a customer
- (8) the result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for service; or
- (9) the result of a use during a period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- (10) as a result of circumstances or causes beyond the control of the Company.

For the purposes of applying this provision, the word "Out of service" means that, after reporting an out of service condition to the local exchange carrier, the customer still has no dial tone, cannot be called, or cannot call out. This defined term excludes call blocking or any other intentional alteration to a Customer's calling or call receiving ability. Out of service does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the out of service allowance apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for an out of service condition due to electric power failure.

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2.6 PAYMENT ARRANGEMENTS

2.6.1 Payment

The Customer is responsible for the payment of all charges for facilities used for the provision of Service and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.6.2 Billing and Collection of Charges

All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities.

If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer, provided that the customer shall, within twelve months of the rendering by the Company of the disputed bill, be able to bring the matter to the Commission for resolution.

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge in an amount up to \$20.00.

2.6.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.

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2.6 PAYMENT ARRANGEMENTS, CONT'D.

2.6.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% may be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

2.6.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Service is furnished. The advance payment for residential customers will not exceed an amount equal to one-twelfth the annual estimated recurring charges for the Service or facility. The amount for business customers shall not exceed two and one-half month's estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment for special construction will be credited to Customer's initial bill.

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2.6 PAYMENT ARRANGEMENTS, CONT'D.

2.6.6 Backbilling

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.7 DISCONTINUANCE OF SERVICE

2.7.1 Suspension or Termination of Service for Nonpayment

If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. Notice of discontinuance shall not be delivered or mailed before the third business day following the due date shown on the bill. Service shall not be discontinued until at least five (5) days after the notice is delivered in person or eight (8) days after the notice is mailed to the customer. Bills must be mailed to the Customer no later than six (6) business days after the date of the bill.

At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination.

If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the New York State Department of Public Service, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the company will again issue a written notice.

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SECTION 2.7 DISCONTINUANCE OF SERVICE, CONT'D

2.7.2 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

Nonpayment for Service for which a bill has not been rendered;

Nonpayment for Service which has not been rendered;

Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

2.7.3 Termination for Cause Other than Nonpayment

The Company after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

In the event of prohibited, unlawful or improper use of Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the Service; or

If, in the judgment of the Company, any use of the Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or

In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities used in the provision of Service or Service received from the Company; or

In the event that Service is connected for a Customer who is indebted to the Company for Service previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

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SECTION 2.7 DISCONTINUANCE OF SERVICE, CONT'D.

2.7.4 Prohibited, Unlawful or Improper Use of Service

Prohibited, unlawful or improper use of Service includes, but is not limited to:

- (1) The use of Service of the Company without payment of Tariff charges;
- (2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- (3) The use of profane or obscene language;
- (4) The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- (5) The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- (6) Permitting fraudulent use.

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2.8 TAXES, SURCHARGES AND OTHER CHARGES (CONT'D)

2.8.2 Surcharge for State Gross Income and Gross Earnings Taxes (cont'd)

may approve new surcharge factors, and the Company will file a revised statement as directed or approved by the Commission.

2.8.3 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The surcharge statement shall be filed at least fifteen business days before the effective date. The effective date of the statement shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the statement. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the customer's first bill rendered after the effective date of the change.

2.8.4 New York State Universal Service Fund Surcharge

On August 17, 2012, the New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge is charged monthly on a per access line or per trunk basis to all residence and business customers, in addition to other monthly rates and charges set forth in applicable tariffs. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by NYPSC Order.

The applicable New York Universal Service Fund Surcharge rate will be assessed by the company in monthly increments, using one of the following options:

a. Bill amounts – the assessment will be based upon a percentage of the customer's bills for local services. The surcharge will not be applied to taxes or other surcharges.

b. Per Access Line/customer – the assessment will be based on as per line or per customer basis.

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2.9 USE OF CUSTOMER'S SERVICE BY OTHERS

2.9.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.9.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

2.10 CANCELLATION OF SERVICE

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.5), the Customer agrees to pay to the Company:

- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All recurring charges specified in this Tariff for the balance of the then-current term.

2.11 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.12 NEW YORK RELAY SERVICE

2.12.1 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.

2.12.2 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. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. 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.

2.12.3 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. 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

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SECTION 2.12 NEW YORK RELAY SERVICE, CONT'D

2.12.3 Liability (cont'd)

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.

2.13 Special Credit Card for Blind and Disabled Persons

2.13.1 General

Persons who are blind or whose disability causes difficult with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

2.13.2 Rates

Within the Company's Territory: Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card with be billed at the higher operator handled rate.

Outside the Company's Territory, but within New York State: All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

2.13.3 Qualification

The follow criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.

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SECTION 2.13 Special Credit Card for Blind and Disabled Persons, Cont'd

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

2.13.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

2.14 Schools and Libraries Discount Program

2.14.1 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 schools level of economic disadvantage will be determined by the percentage of its students eligible for participation

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SECTION 2.14 Schools and Libraries Discount Program, Cont'd.

2.14.1 General (cont'd)

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.

2.14.2 Regulations

a. Obligation of eligible schools and libraries - Requests for service

1. 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.
2. 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.
3. Services requested will be used for educational purposes.
4. 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.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situate non-residential customers for similar services (lowest corresponding price).

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SECTION 2.14 Schools and Libraries Discount Program, Cont'd.

2.14.3 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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2.15 Health Care Providers Support Program

2.15.1 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. 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.

2.15.2 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.
- 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.

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2.15 Health Care Providers Support Program, Cont'd.

2.15.2 Regulations, cont'd

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 4, to eligible health care providers to the extent that services are available and offered in the tariffs.
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.

2.15.3 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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SECTION 2.15 Health Care Providers Support Program, Cont'd.

2.15.3 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.

2.16 Automatic Number Identification

2.16.1 Regulations

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

- a. 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 call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. 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 service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to 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.

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2.16 Automatic Number Identification, Cont'd.

2.16.1 Regulations, cont'd

- d. 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.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- f. Violation 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.

2.16.2 Terms and Conditions

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

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

2.17.2 TSP Request Process – Restoration

a. 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.
 - a) National Security Leadership
 - b) National Security Posture and U.S. Population Attack Warning
 - c) Public Health, Safety, and Maintenance of Law and Order
 - d) 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.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>). 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.
4. Submit the SF 315 to the OPT.
5. 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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2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning - Telecommunications Service Priority, Cont'd.

2.17.2 TSP Request Process – Restoration, cont'd

- b. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.13.2.a. above for restoration priority assignment except for the following differences. The user should:
 - 1. Certify that its telecommunications service is an Emergency service.
Emergency services are those that support one of the NS/EP functions listed in 2.13.2.a.1. above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- c. Verify that the Company cannot meet the service due date without a TSP assignment.
- d. 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.

2.17.3 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.

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

2.17.3 Responsibilities of the End-User, cont'd

- 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.

2.17.4 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.

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

2.17.4 Responsibilities of the Company, cont'd

- 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.
- 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.

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

2.17.5 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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3.1 Residential Network Switched Service

3.1.1 Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- a. place and receive calls from other stations on the public switched telephone network;
- b. access the Company's local calling service;
- c. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

3.2 LOCAL INTERCONNECTION SERVICE

3.2.1 Description of Local Interconnection Service

- A. Local Interconnection Service enables two-way interconnection between a Customer's facilities and the public switched telephone network ("PSTN"), and access to related services described herein. The Service provides interconnection for voice calls within the Customer's local calling area or other geographic areas defined by the Company. Local Interconnection Service utilizes soft switch technologies.
- B. Local Interconnection Service does not support "nomadic" VoIP services.

3.2.2 Availability of Local Interconnection Service on an Individual Case Basis

- A. Upon receipt of a bona fide request for Local Interconnection Service from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- B. Recurring and nonrecurring costs for components of Local Interconnection Service other than those identified in Section 4 will be developed on an Individual Case Basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

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SECTION 3.2 LOCAL INTERCONNECTION SERVICE, CONT'D.

3.2.3 Customer Use of Local Interconnection Service

- A. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service.
- B. The Customer must provide the proper signaling information for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any 12 month period the Customer sends calls to the Company lacking required signaling information in excess of five percent of all calls during such months, the Company may terminate Local Interconnection Service to the Customer immediately with no liability from the Company to the Customer for such termination.

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SECTION 3.2 LOCAL INTERCONNECTION SERVICE, CONT'D.

3.2.3 Customer Use of Local Interconnection Service, Cont'd.

- C. The Customer shall input, validate and maintain accurate End User information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification ("ALI") Database, Directory Listing information, Line Information Database ("LIDB") and Caller ID with NAME Database ("CNAM"). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- D. The Customer shall not: (a) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM-originated traffic appear to be IP-originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (b) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
- E. Local Interconnection Service is limited to End Users physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to End Users based on the End Users' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Unless otherwise agreed by the Company and the Customer on an Individual Case Basis, Local Interconnection Service is not to be used with any "virtual numbering" or foreign-exchange-like arrangements.
- F. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) Local Interconnection Service where proper interoperability testing has not been completed.

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3.2 LOCAL INTERCONNECTION SERVICE, CONT'D.

3.2.4 Telephone Number Resources and Local Number Portability

- A. Upon Customer request, the Company will assist the Customer in obtaining telephone number resources through a third-party service provider.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of telephone number resources to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this Tariff.
- C. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to an End User ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

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3.2 LOCAL INTERCONNECTION SERVICE, CONT'D.

3.2.5 911 Capabilities

- A. The Company will assist the Customer in the provision of 911 capabilities to its End Users through a third-party service provider and subject to the limitations stated herein.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of 911 capabilities to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this Tariff.
- C. The Customer shall ensure that an End User does not use Local Interconnection Service from a location different from the End User's address and shall further ensure that telephone numbers are assigned to End Users whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.
- D. 911 capabilities may not function, or may not function properly: (a) if a telephone number is assigned to an End User located outside of the ILEC rate center associated with such telephone number; (b) if an End User attempts a 911 call from a location different from the End User's address provided to the Company by the Customer; (c) during a disruption of power at the End User location; (d) during a loss of connectivity to the End User location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (e) during any period where service to an End User has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (f) if incorrect or invalid End User address information is provided, or if such information is not updated in the event of a change in primary location; or (g) if equipment provided to or used by the End User fails to function or is improperly installed or configured.

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3.2 LOCAL INTERCONNECTION SERVICE, CONT'D.

3.2.5 911 Capabilities, Cont'd..

- E. 911 capabilities may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- F. The Customer's agreements with End Users shall contain the following:
 - (i) an explanation of the limitations on the functionality of 911 capabilities noted herein, which the Company may supplement from time to time; and
 - (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 capabilities to function properly for the reasons set forth in this Section.
- G. Limitation of Liability - See Section 2.2 of this Tariff.

3.2.6 Directory Listings

- A. The Company will assist the Customer in the provision of directory listings to its End Users through third-party providers.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of directory listing services to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this Tariff.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories by such any third-party service provider, or in accepting listings as presented by the Customer on behalf of any such third- party service provider.

3.2.7 Trial Service

The Company may offer new services, not otherwise Tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

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3.3 Blocking Service

3.3.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- a. 976 Central Office Code Blocking - allows the subscriber to block all calls with a 976 central office code (i.e. XXX-976-XXXX) from being placed.
- b. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- c. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

- d. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- e. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

3.3.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

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4.1 RATES

4.1.1 General

- 4.1.1.1 The rates set forth below apply generally, although the Company will negotiate Customer contracts based on volume and other reasonable, individualized considerations.
- 4.1.1.2 Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- 4.1.1.3 Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- 4.1.1.4 Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

4.1.2 ICB Charges

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal Tariffs. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

4.2 PROMOTIONAL OFFERINGS

The Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

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4.3 PLANS

Local Plans (usage included dial up connection)

CALLING PLAN #	CALLING PLAN NAME	COST	FREE MIN US&CANADA	EXTRA USAGE c/min	INCLUDED FEATURES
22	BENEFIT PLAN US/CANADA 1000	\$15.45	1000	2.9	7, 9, 6
19	US/CANADA 2000+3F	\$24.99	2000	2.9	7, 9, 3
20	US/CANADA 3000+4F	\$29.99	3000	2.9	7, 9, 3, 5
21	US/CANADA 4000+5F	\$34.99	4000	2.9	7, 9, 3, 5, 6

Additional Features:

#	FEATURE	FEATURE DESCRIPTION	FEATURE COST
1	AYK	Anonymous Call Rejection	\$3.95
2	CFZ / GSZ	Call Forward - Don't Answer / Busy Line	\$3.95
3	ESC	Three Way Calling	\$3.95
4	ESF	Speed Dialing 30	\$3.95
5	ESL	Speed Dialing 8	\$3.95
6	ESM	Call Forwarding Variable	\$3.95

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4.3 Additional Features (continued)

#	FEATURE	FEATURE DESCRIPTION	FEATURE COST
7	ESX	Call Waiting	\$3.95
8	NBJ	All Call Blocking (Private Line)	\$3.95
9	N7PXA	Call Waiting ID with Name	\$3.95
10	NNK	Caller ID with Name	\$3.95
11		Unpublished/Unlisted Service	\$3.95

Local Charges

#	CHARGES	AMOUNT
1	Suspension order	\$5.00
2	Restore order	\$5.00
3	Change PIC/LPIC	\$10.00
4	To Publish/Unpublished Service	\$40.00
5	Add/Change Feature	\$10.00
6	Reinstallation order	\$50.00
7	Change ANI order	\$40.00
8	Residential FCC Line Charge	6.75/mon
9	UNEP (OFF-NETWORK LINE)charge	\$5.00
10	Number Portability	\$1.95
11	Line Maintenance	\$0.99
12	Local Technician Dispatch Charge (Inside Wiring)	\$69.99