

Alteva of Warwick LLC
PSC No. 2 – Telephone
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Alteva of Warwick LLC

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This Alteva of Warwick LLC New York P.S.C. No. 2 – Telephone tariff supersedes in its entirety the Warwick Valley Telephone Restructuring Company LLC New York P.S.C. No. 14 – Telephone tariff formerly adopted by Warwick Valley Telephone

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CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective page. Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

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

- C - To signify changed regulations
- D - To signify discontinued or deleted rate or regulation
- I - To signify a rate increase
- M - To signify matter relocated without change
- N - To signify a new rate or regulation
- R - To signify a rate reduction
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation
- Y - To signify reference to other published tariffs
- Z - To signify a correction

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to the Company's location or switching center.

Authorization Code – A numerical code, one or more of which may be assigned to a Subscriber, that enables the Company to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code. An example of an Authorization Code is a calling card account number and personal identification number.

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

Business Customer – For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Calling Card – A postpaid or prepaid calling card issued by the Company that allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company – Refers to Alteva of Warwick LLC

Commission – Refers to the New York State Public Service Commission.

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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

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

LEC – Local Exchange Company

Local Access and Transport Area (LATA) – The term “Local Access Transport Area” denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Long Distance Message Telecommunications Service (LDMTS) – Long distance telecommunications service offered pursuant to this tariff.

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

Operator Station Call – A service whereby the Customer places a non-Person-to-Person call with the assistance of an operator (live or automated).

Person-to-Person Call – A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached.

Presubscription – An arrangement whereby a Customer may select and designate the Company as the carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls.

Residential Customer – For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an access line that has been assigned a residential class of service by the local service provider.

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Sub-Minute Rating – Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

Subscriber/Customer – The person or legal entity that enters into arrangements for the Company's telecommunications services and is responsible for payment of the Company's services.

Switched Access – A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard and/or ISDN local lines.

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

Term – The time frame by which the Subscriber agrees to be served by the Company.

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

User – The person(s) utilizing the Company's services.

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SECTION 2 – RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications between points within the State of New York. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.3 The Subscriber is entitled to limit the use of the Company's services by users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of the Company.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the New York State Public Service Commission. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.2 Use and Limitation of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 Service is offered subject to the availability of the necessary facilities, equipment and/or customer information, including, but not limited to, billing systems and information required for billing, 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.
- 2.2.3 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.4 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.5 The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 The Company's services may be denied for any use by the Customer, which is illegal, or poses an undue risk or liability to the Company, or is obtained through fraud or willful misrepresentation.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.2 Use and Limitation of Services (cont'd)

- 2.2.8 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.2.9 The Company does not undertake to transmit messages, but offers the use of its service when available and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.2.10 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's tariff will be revised accordingly.
- 2.2.11 Service is offered subject to restrictions imposed upon the Company by any authority having jurisdiction over the Company's provision of service.
- 2.2.12 The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this tariff as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and/or refusal of service provisions described in this tariff.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants or employees.
- 2.3.4 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 Liability of the Company (Cont'd)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company, or (3) common carriers;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities;

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.SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.4 (cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required of the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in subsection 2.3.1 of this Section 2.3;
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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2.3 Liability of the Company (Cont'd)

2.3.4 (cont'd)

- I. Any intentional wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities and/or is not authorized by the Company;
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- L. Any incompleteness of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 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, instituted, 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 equipment or facilities or service provided by the Company.

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2.3 Liability of the Company (Cont'd)

- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted 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 equipment or facilities or the service.
- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, 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.
- 2.3.8 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.
- 2.3.9 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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2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities, which the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- 2.4.3 If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to the Company and the Subscriber when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.

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2.4 Responsibilities of the Subscriber (Cont'd)

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network 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 this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other subscribers, 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 notice, terminate the Subscriber's service.

2.4.6 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, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.

2.4.7 The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.

2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.

2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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2.4 Responsibilities of the Subscriber (Cont'd)

2.4.10 The Subscriber shall indemnify and hold the Company harmless from all liability disclaimed by the Company as specified in Section 2.3 above, arising in connection with the provision of service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Subscriber of any suit or claim against the Company of which it is aware.

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances

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

- A. due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within five (5) days of the date that service was affected.

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2.5 Cancellation or Interruption of Services (Cont'd)

2.5.3 Application of Credits for Interruptions of Service

For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption. For services with monthly recurring charges, credit is computed by multiplying the monthly recurring rate by the ratio that the number of hours in the period of interruption bears to 720 hours (30 days times 24 hours). The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. Credits for services billed on a usage basis will be determined as set forth above.

2.5.4 Cancellation by the Customer

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Cancellation of service is subject to early termination liability obligations set forth in this tariff.

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2.6 Refusal, Suspension or Cancellation of Service

2.6.1 Refusal, Suspension or Cancellation of Service without Prior Notice

- A. Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and all services to certain cities, countries, NPA-NXX exchanges, or individual telephone numbers, when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk.
- B. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, for any violation of terms of this tariff, for any actual or apparent violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- C. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

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2.6 Refusal, Suspension or Cancellation of Service (Cont'd)

2.6.1 Refusal, Suspension or Cancellation of Service without Prior Notice (cont'd)

- D. For unauthorized or unlawful use of Calling Card numbers and Authorization Codes: Calling Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice.
- E. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer's demonstrated ability to pay.
- F. Without prior notice in the event of Customer or Customer's authorized user use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.
- G. Without prior notice in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service under this tariff.
- H. Without prior notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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2.6.2 Refusal, Suspension or Cancellation of Service with Notice

The Company may refuse, suspend, or cancel service under the following conditions provided that, unless otherwise stated in this tariff, existing Customers shall be given 15 days written notice to comply with any rule or remedy any deficiency.

- A. The Company reserves the right to refuse, suspend, or cancel service for applicants or Customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth in this tariff.
- B. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this tariff.
- C. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.
- D. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- E. For use of service for any purpose other than that described in this tariff for the application for service.
- F. For neglect or refusal to provide reasonable access to the Company or its agents, employees, or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service under this tariff.

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2.7 Payment for Service

- 2.7.1 The Subscriber will either be billed directly by the Company or its intermediary or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.7.2 Service is provided and billed on a monthly basis unless otherwise stated in the service description in this tariff. Bills are due on the due date shown on the bill, which will not be less than 20 days from the date the bill was rendered, and are payable at any business office of the Company by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within six months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer.
- 2.7.3 The Company may impose a late payment charge not to exceed 1.5% on amounts due not paid by the due date on the invoice. Charges may only be assessed on outstanding balances. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks, in addition to any charges assessed by any bank.
- 2.7.4 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

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2.7 Payment for Service (cont'd)

2.7.5 The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation of the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.

2.7.6 The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

2.8 Validation of Credit

The Company reserves the right to validate the credit worthiness of Subscribers or Users.

2.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by the Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and the Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.9.1 The Subscriber may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

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2.9 Contested Charges (Cont'd)

2.9.2 If there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Subscriber may file an appropriate complaint with the New York State Public Service Commission. The Commission's address is:

New York State Public Service Commission
Three Empire State Plaza Building
Albany, New York 12223-1350

2.10 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11 Deposits

2.11.1 The Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. Any applicant who is either not a previous Customer having established a prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customers' creditworthiness, the Company will use trading banking references, credit reports, and any other information pertinent to a Customers' credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing.

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2.11 Deposits (Cont'd)

2.11.2 The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or the Company's average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions, and will not exceed an amount equal to two months charges. Interest on deposits held for thirty days or more will be paid at a rate as permitted under Commission rules.

2.11.3 A deposit shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. The Company shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, the Company shall refund the balance to the Customer.

2.11.4 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.12 Restoration of Service

If service has been refused, suspended or canceled for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the refusal, suspension, or cancellation (if other than nonpayment) is corrected.

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2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation: universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.14 Minimum Call Completion Rate

The Company will ensure an industry standard call completion rate.

2.15 Promotions

The Company may from time to time offer promotional services.

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2.16 Pay 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), unless otherwise stated in this tariff, an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone 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 pay telephone. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol). Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

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2.17 Flexible Pricing

2.17.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.17.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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2.18 Additional Provisions Applicable To Residential Customers

2.18.1 Application of Rates

Residential rates as described in Section 3 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.18.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge.

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

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.11 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.3 Deposits (cont'd)

b. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.3 Deposits (cont'd)

c. Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.18.7 below.)

New deposits from a residential customer is reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.18.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.4 Installment Billing For Nonrecurring Charges (cont'd)

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.18.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible customer a DPA in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.18.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.18.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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2.18 Additional Provisions Applicable To Residential Customers (cont'd)

2.18.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a the customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609, or
- b the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

2.18.12 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six 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 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.

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2.19 Blocking Service

2.19.1 General

- a. Blocking Service is a feature wherein the Company will restrict, to the maximum extent technically possible, a customer's access to either 900 services alone or to all Dedicated Mass Announcement Network, Interactive Information Network, Group Bridging Services, and 700 and 900 services. Those services can be identified by specific central office prefixes and service access codes. The Company does not represent, warrant or guarantee that all calls can be blocked. The blocking is provided only on the specific access line it is requested for.
- b. Blocking Service is available on individual lines for residence and business customers.
- c. Blocking Service is only available and offered where facilities permit.
- d. Blocking Service is continued until such time as a line is terminated or the customer requests cancellation of Blocking Service.
- e. The Company may provide options to its Blocking Service that restrict access to specific prefixes.
- f. International Access Toll Blocking is a blocking service that restricts access to direct dialed International numbers beginning with the prefix 011. Calls to countries participating in the North American Numbering Plan use area code prefixes and would not be blocked.
- g. Blocking Services or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer providing the correct password over the telephone, or by a request made in person by such customer. The customer can provide a personal password to use to remove blocking service at the time blocking service is established.

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2.20 New York Relay Service

2.20.1 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.

2.20.2 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.

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2.20 NEW YORK RELAY SERVICE (cont'd)

2.20.2 Regulations (cont'd)

- 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.

2.20.3 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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2.21 Schools And Libraries Discount Program

2.21.1 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 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 2 - RULES AND REGULATIONS (Cont'd)

2.21 Schools And Libraries Discount Program (cont'd)

2.21.2 Regulations

1. Obligation of eligible schools and libraries

a. 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.

2. Obligations of the Company

- a. 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.
- b. 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).

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.21 Schools And Libraries Discount Program (cont'd)

2.21.2 Obligations of the Company (Cont'd)

- c. 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.

2.21.3 Discounted Rates for Schools and Libraries

1. 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.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. 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.
4. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority

2.22.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States. TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (cont'd)

2.22.1 General (cont'd)

b. The TSP program has two components, restoration and provisioning.

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (cont'd)

2.22.2 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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2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (cont'd)

2.22.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.22.2.a. -- 2.22.2.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 2.22.2.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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2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (cont'd)

2.22.4 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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2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (cont'd)

2.22.5 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.
- 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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2.22 Emergency/ Crisis/ Disaster Restoration And Provisioning - Telecommunications Service Priority (cont'd)

2.22.6. Preemption

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

2.23 CRITICAL FACILITIES ADMINISTRATION

2.23.1 Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

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2.23 CRITICAL FACILITIES ADMINISTRATION (cont'd)

2.23.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

2.23.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.23 CRITICAL FACILITIES ADMINISTRATION (cont'd)

2.23.3 Carrier Obligations (cont'd)

- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

2.23.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

	Minimum	Maximum
Per Hour	\$25.00	\$40.00

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

The Company provides interexchange telecommunications services, including direct-dialed message telecommunications services, 800 type service and calling card service. Call plans are generally rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all station-to-station calls begins when connection is established between calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network, or by an operator.
- 3.2.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.2.4 Following the minimum call duration, calls are measured and billed in six second increments on a per call basis, unless otherwise indicated in this tariff. Fractional billing increments are rounded to the next full six second increment.
- 3.2.5 No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person-to-person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.2 Timing of Calls (cont'd)

3.2.6 Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded up to the nearest penny.

3.3 Outbound Station-to-Station Calling Plans

All product descriptions discussed below will generally be available to both residential and business customers, although the rates may differ between these two subscriber classes. All long distance minutes are domestic, and apply to the 48 contiguous states, and do not include, Alaska, Hawaii, Puerto Rico or international calling.

3.3.1 Fixed Rate-Per-Minute Plan

Customers may be charged two rate components: (1) a per line monthly recurring charge (MRC); and (2) a fixed rate-per-minute on every call. There are no monthly minimum requirements.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Outbound Station-to-Station Calling Plans (cont'd)

3.3.2 Bundled Service Plans

Residential and Business customers who have chosen Alteva of Warwick LCC as their primary Interexchange carrier for both Inter and IntraLATA service and have Alteva of Warwick LLC as their designated local service provider are eligible for the Bundled Packages. Package subscribers must also subscribe to the corresponding Bundled Package offered by Alteva of Warwick LLC.

A. Bundled Block-of-Minute Plans

The Bundled Block-of-Minute Plans enable customers to purchase a specified Block of long-distance minutes for a fixed MRC. Minute volumes which exceed the Block will be charged on a measured basis. The Customer will be billed the MRC at the beginning of each bill month. No portion of the MRC is returned to the Customer for any "unused" Block minutes during the bill month. Measured Charges, which are assessed to Customer minutes which exceed the block will be applied to the Customer's next monthly bill. For Customers with multiple access lines presubscribed to the Company's service, the long-distance minutes associated with the selected Bundled Block-of-Minute Plan will apply, in aggregate, to all lines which are billed on a single bill to a single main bill number. For Customers with multiple access lines to receive the tariffed rates for the Company's service, it shall be necessary only that the Customer purchases the complete Bundle of services on at least one line. This condition applies to all lines which are billed on a single bill to a single main bill number.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Calling Card Service

Calling Card Service is available to Residential and Business Customers for originating telephone calls. Service is accessed by dialing a Company-designated access number. In those instances when a Customer places a jurisdictionally local call using this service by dialing the long-distance access method described above, the call will be carried by the Company and charged at the rates listed herein and according to the terms and conditions of this tariff. Calling card Service is offered to Customers with lines presubscribed to the Company's service.

3.5 Operator Services

Operator Services allow Customers to place calls using operator assistance for call completion. Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. Operator services may be used by a customer to complete Operator Station, Person-to-Person, Collect, and/or Calling Card calls.

3.6 Toll Free Service

Toll Free Service provides for the termination of in-bound toll free 800 type calls to a one-party exchange access line or to dedicated access facilities. The Customer is responsible for payment of all charges associated with such terminating calls terminated rather than the calling party. Calls to the Customer's Toll Free Service number can originate from all intrastate locations, including locations that are jurisdictionally local to the originating exchange. Charges are assessed primarily on a Measured Charge basis. Additional charges for specialized features and nonrecurring services also apply.

3.7 Directory Assistance Service

Customers may obtain assistance in determining telephone numbers by dialing 1-NPA-NXX-XXXX. Charges for Directory Assistance are assessed on a per-call basis.

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SECTION 4 – FLEXIBLE RATE SCHEDULE

		<u>Residence</u>		<u>Business</u>	
		Min	Max	Min	Max
4.1	Outbound Station-to-Station Calling Plans				
4.1.1	Fixed Rate-Per-Minute Plan (Section 3, Leaf 56)				
	Dime Deal				
	Per minute	\$ 0.04	\$ 0.17	\$ 0.04	\$ 0.17
	Monthly Recurring Charge	\$ 0.05	\$ 5.00	\$ 0.05	\$ 5.00
4.1.2	Bundled Service Plans (Section 3, Leaf 57)				
	Advantage Plan				
	Monthly Recurring Charge	\$ 2.00	\$65.00	\$ 2.00	\$65.00
	Per minute	\$ 0.04	\$ 0.17	\$ 0.04	\$ 0.17

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SECTION 4 – FLEXIBLE RATE SCHEDULE (Cont'd)

		<u>Residence</u>		<u>Business</u>	
		Min	Max	Min	Max
4.2	Calling Card Service (Section 3, Leaf 58)				
	Per Minute	\$ N/A	\$ N/A	\$ N/A	\$ N/A
4.3	Operator Services (Section 3, Leaf 58)				
	Operator Assistance Per Call	\$ N/A	\$ N/A	\$ N/A	\$ N/A
4.4	Toll Free Service (Section 3, Leaf 58)				
	Per Minute	\$ 0.02	\$ 0.25	\$ 0.02	\$ 0.25
4.5	Directory Assistance (Section 3, Leaf 58)				
	Per Call	\$ 0.50	\$ 2.50	\$ 0.50	\$ 2.50