

Empire Long Distance Corporation dba Empire Access
P.S.C. NO 1 TELEPHONE
Effective Date: 3/11/2013

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This tariff supersedes and replaces in its entirety
Empire Access Long Distance Corporation PSC No. 1 Telephone

**EMPIRE LONG DISTANCE CORPORATION
DBA EMPIRE ACCESS**

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff applies to the long distance interexchange telecommunications services furnished by Empire Long Distance Corporation Doing Business As Empire Access ("Carrier") between one or more points in the State of New York. This tariff is on file with the New York State Public Service Commission, and copies may be inspected, during normal business hours, at the Carrier's principal place of business, 34 Main Street, Prattsburgh, New York, 14873.

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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 Empire Long Distance Corporation

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

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 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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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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2.4 Liability of the Company (Cont'd)

2.3.5 (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.

2.3.6 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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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- 2.3.7 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.
- 2.3.8 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.
- 2.3.9 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.
- 2.3.10 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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SECTION 2 - RULES AND REGULATIONS (Cont'd)

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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2.5.3 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, or by blocking calls using certain Customer Travel Cards 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, and will upon request by the Customer, assign new Travel Card numbers and authorization codes to replace ones that have been deactivated.
- 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)

- 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.
- 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.

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Call	\$.100	\$.350

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

The Company provides interexchange telecommunications services, including direct-dialed message telecommunications services. 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.

3.3.1 Fixed Rate-Per-Minute Plan

Customers will 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 4 – FLEXIBLE RATE SCHEDULE

4.1 Outbound Station-to-Station Calling Plans

	<u>Minimum</u>	<u>Maximum</u>
Fixed Rate-Per-Minute Plan		
Residential		
Monthly Recurring Charge	\$0.50	\$7.00
Per-Minute Rate	\$0.04	\$0.15
Business		
Monthly Recurring Charge	\$0.50	\$10.00
Per-Minute Rate	\$0.04	\$0.25

4.2 Unlimited Bundle Plan

The following intrastate unlimited plan is designed only for residential customers who subscribe to certain other Empire Telephone bundled services, including Feature Package 1 as outlined in its PSC No. 7 Telephone Tariff. Customers are also required to subscribe to a Empire Telephone unlimited interstate plan, in order to be eligible for this plan. This plan is for direct dialed one plus residential voice use only and cannot be used for long distance Internet access, telemarketing or auto-dialed calling. Customer lines associated with educational institutions (colleges, universities, etc.) are not eligible for this plan. This plan does not include multi-party conference calls, calls to 900 numbers, directory assistance, operator services, collect calls, international calling and toll-free calling services. Taxes, fees and other charges, including the Universal Service Fund fee, apply. If the Company determines that usage is not consistent with typical residential voice service, includes excessive usage or usage predominantly during business hours the Company may immediately restrict use or change the customer's long distance plan to Empire per minute rate. If a customer disconnects the minimum required components from the bundled service plans, the customer's account will be converted to Empire's per minute rate. Empire reserves the right to cancel or discontinue this plan at any time. Rates for this service are outlined in the Rate Schedule of this Tariff.