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RESELLER INTEREXCHANGE TOLL CARRIER

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AMERICAN TELEPHONE COMPANY LLC

RESELLER INTEREXCHANGE CARRIER TARIFF

Regulations and Schedule of Charges

Applicable to the Commonwealth of Pennsylvania

The Company's Tariff is in concurrence with all applicable State and Federal laws (including, but not limited to 52 Pa. Code, 66 Pa. C.S., and the Telecommunications Act of 1934, (as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 16 West 45<sup>th</sup> Street, New York, NY 10036 and on the Internet at: <http://www.americantelephonecompany.com/terms.html>

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Issued: June 1, 2009

Effective Date: June 5, 2009

Issued By:

Basil Stepanov, Director of IT Services  
American Telephone Company LLC  
16 West 45<sup>th</sup> Street  
New York, NY 10036

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CHECK SHEET

The pages of this tariff are effective as the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

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**TARIFF FORMAT SHEET**

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 14 and 15 would be 14. 1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Pennsylvania Public Utilities Commission. For example, the 4th revised Page 14 cancels the third revised Page 14. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2. 1. 1.A.
  - 2.1. 1. A. 1.
  - 2.1. 1. A. 1. (a)
  - 2.1.1.A.1.(a).I
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  - 2.1. 1 .A. 1.(a).1 (i) (1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of charge from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C – Change

D – Decreased Rate

I – Increased rate

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LIST OF MODIFICATIONS

Tariff Page	Tariff Numbering	Existing Rule/Regulation	Modification Being Made

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EXPLANATION OF TERMS

## AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

## CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

## COMMISSION

Pennsylvania Public Utility Commission

## COMPANY

American Telephone Company LLC. Unless otherwise clearly indicated.

## CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.  
terminology.

## FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

## INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to malfunction or human error.

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EXPLANATION OF TERMS (cont'd)

LATA

Local Access Transport Area. The area within which the Company provides long distance (“intraLATA”) service. Calls to numbers outside the area (“interLATA”) service is considered long distance.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 1 – APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to intrastate interexchange telecommunications services provided by American Telephone Company LLC. as follows:

The furnishing of intrastate long distance communication services to customers within the State of Pennsylvania territories of those Underlying Carriers as designated in Section 6 of this tariff.

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SECTION 2 – GENERAL RULES AND REGULATIONS

2.1 USE OF SERVICE

2.1.1 Obligation of the Company

In furnishing service, the Company does not undertake to transmit messages, but furnishes the use to its customers for communications, which include voice. The Company undertakes to furnish communications services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Pennsylvania.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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

## 2.1 USE OF SERVICE (Cont'd)

## 2.1.2 Limitations on Liability

- A. The liability of the Company for damages arising out of 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 arising out of the failure or furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances of interruptions as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, or acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, directions, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes; lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act of omission of any entity furnishing to the Company for the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer.

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

2.1 USE OF SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

E. The Company is not liable for any claims for loss or damages involving:

- 1) Breach in the privacy or security of communications transmitted by the Company.
- 2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act of omission of the Customer.
- 3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- 4) Any noncompletion of calls due to network busy conditions.

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

## 2.1 USE OF SERVICE (Cont'd)

## 2.1.2 Limitations on Liability (Cont'd)

- F. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 1) The Company assumes no responsibility for the availability or performance of any systems 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 services. Such services are provided subject to such degree of protection or nonpreemptibility as may be provided by other entities.
  - 2) 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.
- G. The Liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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

2.1 USE OF SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

2.1.4 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1+ 555-1212 for listings within the originating area code and 1+ (Area Code) 555-1212 for other listings. A charge will be applicable for each number requested whether or not the number is listed or published.

2.1.5 Blocking of Service

The Company's services can not be used to originate calls to other telephone companies' or information Providers' caller-paid information services.



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

## 2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period.

If service is switched over to a new customer after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For services not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all toll calls originating from the customer and for all toll calls charged to the customer number.

2.3.2 Deposits

Subject to special provisions as may be set forth below in this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required, as a condition of new service, restoration of discontinued service, or subsequent service, to pay a deposit sum up to an amount equal to the total of the estimated intraLATA toll charges for up to two months for the service.

If a deposit has been made, it shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentations. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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.

A. Deposits for New Service

If a Customer or applicant has an undisputed outstanding bill from previous telephone service, the company may require a deposit as a condition of providing new service. Additionally, the company may require the customer to pay the outstanding bill or make satisfactory arrangements for payment before service will be provided.

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RESELLER INTEREXCHANGE TOLL CARRIER

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

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

B. Deposits for Restoration of Discontinued Service or Subsequent Service

The company may require a deposit as a condition of restoring discontinued service or providing subsequent service. In such cases, the deposit amount shall equal a sum up to two times the average bill during the preceding six-month period.

C. Interest on Deposits

Simple interest at the rate specified by the Commission (currently 6%) shall be credited or paid to the customer while the Company holds the deposit.

D. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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RESELLER INTEREXCHANGE TOLL CARRIER

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

## 2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

## 2.3.3 Payment of Charges

Charges for services, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and in no event 20 days after the billing date. As to any charges that become due and payable outside of the normal billing process, such charges shall become due and payable within 20 days of the charges becoming final. Bills are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. In the event billing is paid by U.S. Mail, payment will be considered received as of the date of the postmark. If written objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if written objection is not received by the Company within two months after the bill is rendered.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (Cont'd)**

**2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)**

**2.3.4 Return Check Charge**

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$30.00.

**2.3.5 Late Payment Charges**

A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears.

B. Late payment charges will apply to final accounts.

**2.3.6 Customer Overpayments**

The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited exclusively to a credit equal to the dollar amount erroneously billed for a period not to exceed 90 days or, in the event that payment has been made and Service has been discontinued by Customer, to a refund of the amount erroneously billed, for a period not to exceed 90 days.

**2.3.7 Billing Disputes**

Billing disputes should be addressed to Company's Customer Service organization via telephone at 888-943-8282. Customer service representatives are available from 8:00 A.M. to 5:00 P.M. Eastern Standard Time. Messages may be left for Customer Services from 5:01 P.M. to 7:59 A.M. Eastern Standard Time, which will be answered on the next business day. In the event of an emergency that threatens customer service, Customer Service staff may be paged.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 2 – GENERAL RULES AND REGULATIONS (Cont'd)**

**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)**

**2.3.8 Dispute Resolution**

In the case of any dispute between the Customer and the Company, which cannot be settled to each party's mutual satisfaction, the dispute will be resolved as follows:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion of the bill and all subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if the parties remain unable to resolve the disagreement after the review by of the Company, the Customer may appeal the Company's determination to the Pennsylvania Public Utilities Commission for its investigation and decision. The address and telephone number of the Commission are:

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
400 North Street  
Keystone Building  
Harrisburg, PA 17120  
Telephone: 1-800-692-7380

- C. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, if the billing dispute is resolved in favor of the Company, any payment withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in section preceding. Further, Customer will not receive any disputed penalty credit.
- D. The foregoing dispute resolution process shall be the Customer's sole remedy with regard to any disputes, while financial, service, or otherwise, the Customer may have with the Company.

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

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the customer's monthly billing statement as outlined below.

2.4.2 Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls.

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

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**2.5 SUSPENSION OR TERMINATION OF SERVICE**

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation, unless otherwise specified by separate agreement. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated charges, if any, for service.

**2.5.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Reconnection/Resoral Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination may be made anytime following 10 days after written notification has been mailed to the billing address of the customer.
- B. Suspension may be made anytime following 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 A.M. and 7:30 P.M., Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President and/or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23<sup>rd</sup> through December 26<sup>th</sup> or December 30<sup>th</sup> through January 1<sup>st</sup>.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 2 – GENERAL RULES AND REGULATIONS (Cont'd)**

**2.5 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)**

**2.5.2 Termination for Cause Other Than Nonpayment**

**A. General**

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

- 1) In the event of prohibited, unlawful or improper use of the service, or any other violation by the customer of the rules and regulations governing the service provided, or
- 2) In the event of unauthorized use, where the customer fails to take reasonable steps to prevent unauthorized use of the service received from the Company, or
- 3) In the event that service is connected for a customer who is indebted to the Company for service previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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RESELLER INTEREXCHANGE TOLL CARRIER

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

2.5 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.5.2 Termination for Cause Other Than Nonpayment (Cont'd)

B. Prohibited, Unlawful or Improper Use of the Service

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

- 1) The use of service of the Company without payment of tariff charges;
- 2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- 3) The use of profane or obscene language;
- 4) The use of the service in such a manner such that it interferes with the service of other customers;
- 5) Permitting fraudulent use;
- 6) Failing to comply with terms of contract between the Company and Customer.

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

2.5 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.5.3 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.5.4 Cancellation of Service By Customer

Cancellation of Service by the Customer can be made either verbally or in writing. If made verbally, cancellation must be made in writing within seven days.

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RESELLER INTEREXCHANGE TOLL CARRIER

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

## 2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

## 2.6.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service to be interrupted. An interruption period ends when the service is operative.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption.
- C. A credit allowance will be given, upon request of the customer, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows.
  - 1) if interruption continues for less than 24 hours:
    - a.  $1/30^{\text{th}}$  of the monthly rate if it is the first interruption in the same billing period.
    - b.  $2/30^{\text{ths}}$  of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
  - 2) if interruption continues for more than 24 hours:
    - a.  $1/30$  of the monthly rate for the first 24 hours and  $2/30^{\text{ths}}$  of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the  $2/30^{\text{ths}}$  allowance applied to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.6.1 Credit for Interruptions (cont'd)

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service furnished by the Company rendered useless or substantially impaired.

E. "Interruption" Defined

For the purpose of applying this provision the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. "Interruption" does not include and no allowance shall be given for service due to, circuits busy or other network shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the service, or any other reason covered by the Tariff.

2.6.2 Limitations on Credit Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user.
- B. interruptions of service due to circumstances or causes beyond the control of the Company.

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RESELLER INTEREXCHANGE TOLL CARRIER

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

2.7 AUTOMATIC NUMBER IDENTIFICATION (ANI)

2.7.1 Regulations

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

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the subscriber's original call or transaction, or for performing a service directly related to the subscriber's original call or transaction.
- B. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, unless the ANI recipient obtains the prior written consent of the subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- C. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any third party unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

2.7.2 Terms and Conditions

Violation of any of the foregoing terms and conditions may result in Commission prosecution of penalty and enforcement proceedings.

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RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 3 – CONNECTION CHARGES

## 3.1 CONNECTION CHARGE

## 3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the beginning of a new service; (b) the transfer of an existing service; (c) restoration of service after suspension or termination.

The general application of this charge is as follows:

- A. A Service Order Charge applies per customer order for connection of service, initial or other one time charges apply, except where otherwise specified.

## 3.1.2 Exceptions to the Charge

- A. No charge applies for a change of service for which a lower monthly rate applies, made within 90 days after any general rate increase.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

## 3.2 RESTORAL CHARGE (RECONNECTION)

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2.5.1 of this Tariff.

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES****4.1 General****4.1.1 Description**

IntraLATA toll service is furnished for communication between different calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called number, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3<sup>rd</sup> number billed, special toll billing, requests to notify of time and charges, person to person calling and other station-to-station calls.

**4.1.2 Classes of Calls**

Service is offered as two classes: station-to-station calling and person-to-person calling.

- A. Station-to-Station Service is that service where the person originating the call dials the telephone number desired of the telephone station or system.
- B. Person-to-Person Service is that service where the person originating the call specifies to an operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person-to-person call after the call connects and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.



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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)**

**4.2 TIMING OF CALLS**

**4.2.1 General**

Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

**4.2.2 Station-to-Station**

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called station.

**4.2.3 Person-to-Person**

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

**4.2.4 End of Call Timing**

Call timing ends when the calling station “hangs up,” thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released with by automatic time equipment in the telephone network or by the Company operator.

**4.2.5 Multiple Time Periods**

Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

**4.2.6 Local Time**

All times refer to local time.

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SECTION 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

4.3 TIME PERIODS DEFINED

Time periods are defined within the applicable rate sections.

4.4 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rates on the airline distance between the originating rate center and the terminating rate center.

4.4.1 Calculation of Mileage

Usage charges for all mileage products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

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 RESELLER INTEREXCHANGE TOLL CARRIER
 

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SECTION 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

## 4.4 REGULATIONS AND COMPUTATION OF MILEAGE (Cont'd)

## 4.4.1 Calculation of Mileage (Cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the “V” and “H” coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the “V” and “H” coordinates for each location. The “V” coordinate is the first four digits in the “VH” column. The “H” coordinate is the next four digits.
- b. Obtain the difference between the “V” coordinates of each of the locations. Obtain the difference between the “H” coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the “V” difference and the “H” difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

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

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**RESELLER INTEREXCHANGE TOLL CARRIER**

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**SECTION 4 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)****4.5 CALL CHARGES**

Rates are based on the duration of the call as measured according to the Section 4.2 above, time of day rate period of the call as described in Section 4.3 and the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service charge applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3<sup>rd</sup> number billing), or to an authorized calling card.

**4.5.1 Usage Charges:****A. Business Two-Point Message Toll Service**

See Rate schedule in Section 7 of this tariff.

**B. Residence Two-Point Message Toll Service**

See Rate schedule in Section 7 of this tariff.

**4.5.2 Per Call Service Charges**

The service charges listed in the Rate Schedule specified in Section 7 of this tariff apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

**4.5.3 Rates and Charges****A. Monthly Rates - Rates for service are located in Section 7.****B. A Nonrecurring Connection Charge of twenty dollars (\$20.00) may apply when a customer requests connection to one or more customer calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.**

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RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 5 – SUPPLEMENTAL SERVICES

## 5.1 SERVICE AND PROMOTIONAL TRIALS

## 5.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring and recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

## 5.1.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be terminated at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- D. The Company retains the right to limit the size and scope of a Promotional Trial.

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RESELLER INTEREXCHANGE TOLL CARRIER

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SECTION 6 – SERVICE AREAS

The Company provides service throughout the Commonwealth of Pennsylvania within the boundaries of Verizon Pennsylvania, Inc. and Verizon North, Inc.

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**RESELLER INTEREXCHANGE TOLL CARRIER**


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**SECTION 7 – RATES & CHARGES****7.1 CURRENT RATES**

Service Order Charge:

	<u>Business</u>	<u>Residence</u>
Service Order Charge	\$56.00	\$16.00

Reconnection/Restoral Charge

	<u>Business</u>	<u>Residence</u>
	\$79.00	\$36.00

**INTRALATA TOLL USAGE AND MILEAGE CHARGES**

Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Customer Dialed Call	\$0.30
Person-to-Person	\$1.95
3 <sup>rd</sup> Number Billed	\$0.80
All other Operator Assistance	\$0.65

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**RESELLER INTEREXCHANGE TOLL CARRIER**


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**SECTION 7 – RATES & CHARGES (Cont'd)****7.1 CURRENT RATES (Cont'd)****ALL CALL AREAS**

	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
	<u>Initial</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>	<u>Initial</u> <u>Minute</u>	<u>Add'l</u> <u>Minute</u>
0-8 Miles	\$0.24	\$0.08	\$0.15	\$0.08	\$0.09	\$.06
9-13 Miles	\$0.30	\$0.09	\$0.19	\$0.09	\$0.11	\$.06
14-44 Miles	\$0.32	\$0.20	\$0.20	\$0.14	\$0.12	\$.08
45+ Miles	\$0.32	\$0.25	\$0.20	\$0.16	\$0.12	\$.10

**DAY** 8AM-5PM MONDAY-FRIDAY\*

**EVENING** 5PM-11PM MONDAY-FRIDAY\*

5PM-11PM SUNDAY\*

All day Christmas, New Years, Thanksgiving, Independence, and Labor Days

**NIGHT & WEEKEND** 8AM SATURDAY-5PM SUNDAY\*

11PM-8AM EVERY DAY\*

\*The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.

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