

**WiMacTel, Inc. d/b/a Intellicall Operator Services**  
13515 I Circle  
Omaha, NE 68137  
U-7220-C

Schedule Cal. P.U.C. No. 1-T  
1<sup>st</sup> Revised Title Sheet  
Cancels Original Title Sheet

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Tariff Schedule Applicable to  
**RESALE COMMON CARRIER SERVICE**

of

**WIMACTEL, INC.**

**d/b/a Intellicall Operator Services**

(T)

**U-7220-C**

Applying to Intrastate Resale Common Carrier Communications Services Between Points in the State of California and Containing Rules and Regulations Governing the Company's Service.

A listing of all products and services offered by WiMacTel, Inc. d/b/a Intellicall Operator Services can be found in the Table of Contents of this tariff. Specific details of each product and service can be found on the specified sheet number identified in the Table of Contents. All products are on a stand-alone basis with the exception of the following products which can be combined with most other products:

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<b>Description</b>	<b>Section #</b>
Operator Services	Section 1 - Schedule 2
Directory Assistance	Section 1 - Schedule 3

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Advice Letter No. 9  
Decision No.

Issued by:  
Mr. James MacKenzie  
President and CEO

Date Filed: July 31, 2015  
Effective Date: August 1, 2015  
Resolution No.:

### CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
Title	1 <sup>st</sup> Revised	*	26	Original		
1	3 <sup>rd</sup> Revised	*	27	Original		
2	Original		28	Original		
3	Original		29	Original		
4	Original		30	Original		
5	Original		31	Original		
6	Original		32	Original		
7	Original		33	Original		
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9	Original		35	Original		
10	Original		36	Original		
11	Original		37	Original		
12	Original		38	Original		
13	Original		39	Original		
14	3 <sup>rd</sup> Revised	*	40	Original		
14.1	Original		41	Original		
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14.3	Original	*	43	Original		
14.4	Original	*	44	Original		
15	Original		45	Original		
16	1 <sup>st</sup> Revised	*	46	Original		
17	Original		47	Original		
18	Original		48	Original		
19	Original		49	Original		
20	Original					
21	Original					
22	Original					
23	Original					
24	Original					
25	Original					

\* - indicates those pages included with this filing

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### **PRELIMINARY STATEMENT**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by WiMacTel, Inc. between locations within the State of California.

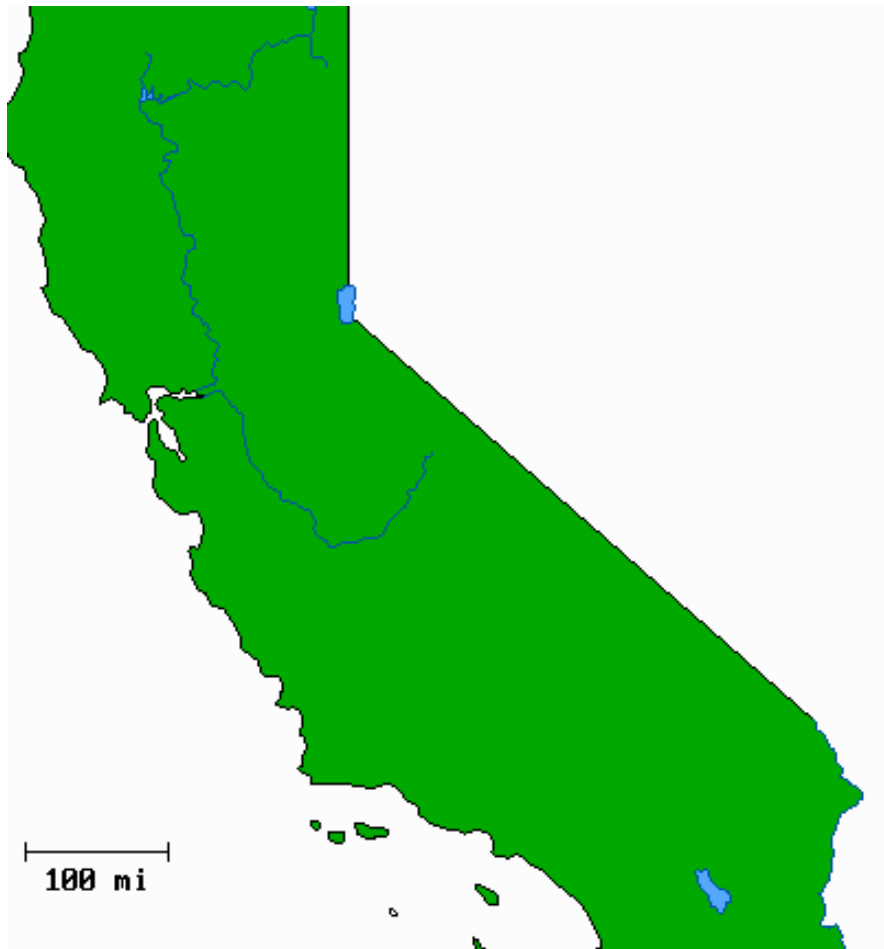
### **EXPLANATION OF SYMBOLS**

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

### **SERVICE AREA MAP**

WiMacTel, Inc. ("The Company") provides resold telecommunications services throughout the entire state. Intrastate telecommunications services are provided as authorized by the California Public Utilities Commission.

WiMacTel, Inc. has been granted authority to provide interexchange service within the State of California.



## 1.0 - RATE SCHEDULES

### General

#### A. General Description

WiMacTel, Inc. offers outbound long distance, operator assisted, in-bound toll free and travel card services to its customers. Rates for these services vary by product. All WiMacTel services are available 24 hours a day, seven days a week.

WiMacTel's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the California Public Utilities Commission and the Federal Communications Commission.

#### B. Determination of Call Duration and Timing of Calls

1. For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
2. Chargeable time ends when the connection is terminated.
3. Chargeable time does not include the time lost because of known faults or defects in the service.
4. The initial and additional timing periods for billing purposes vary by product and are specified in Section 1 of this tariff.
5. The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, WiMacTel will reasonably issue credit for the call.

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**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 1: Long Distance Rates**

**A. WiMacTel Long Distance Base Plan**

WiMacTel Long Distance Service applies to aggregator locations for the provision of direct dial toll service from these locations. This service is offered to these locations and is billed to the aggregator for use when an End User inserts direct payment into the aggregator instrument.

**Usage Rates**

**1. Long Distance Option 1**

Long Distance Option 1 plan is for services offered to aggregator locations and billed in one (1) minute increments, with a minimum billing period of one (1) minute.

	<b>Initial Period</b>	<b>Each Add'l 1 Period</b>
Less than 1000 ANI's	\$0.02520	\$0.02520
1000 + ANI's	\$0.01890	\$0.01890

**2. Long Distance Option 2**

Long Distance Option 2 plan is for services offered to aggregator locations and billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

	<b>Initial Period</b>	<b>Each Add'l 1 Period</b>
Less than 1000 ANI's	\$0.00756	\$0.00252
1000 + ANI's	\$0.00567	\$0.00189



## 1.0 - RATE SCHEDULES, (CONT'D.)

### Schedule 2: Operator Services

#### A. Determination of Charges

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

#### B. Classes of Services

Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

#### C. Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**D. WiMacTel Operator Service Base Plan**

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute increment.

**1 Usage Rates – IntraLATA/InterLATA**

Miles	Day		Evening		Night	
	Initial Period	Each Add'l. Period	Initial Period	Each Add'l. Period	Initial Period	Each Add'l. Period
0-9999	\$1.725	\$1.725	\$1.725	\$1.725	\$1.725	\$1.725

**2 Per Call Services Charges:**

	<b>Automated</b>	<b>Operator Assisted</b>
Automated Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 <sup>rd</sup> Party	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card	\$10.98	\$12.49
Surcharges		
Premise Imposed Fee	\$5.00	

Billing: 1 Minute Increments

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**E. WiMacTel Operator Service Plan 3M**

Calls are billed in three (3) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three minute increment.

**1 Usage Rates – IntraLATA/InterLATA**

Miles	Day		Evening		Night	
	Initial Period	Each Add'l. Period	Initial Period	Each Add'l. Period	Initial Period	Each Add'l. Period
0-9999	\$5.175	\$5.175	\$5.175	\$5.175	\$5.175	\$5.175

**2 Per Call Services Charges:**

	<b>Automated</b>	<b>Operator Assisted</b>
Automated Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 <sup>rd</sup> Party	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card	\$10.98	\$12.49
Surcharges		
Premise Imposed Fee	\$5.00	

Billing: 3 Minute Increments

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**F. Pay Telephone Surcharge**

An undiscountable surcharge shall apply to each call utilizing the Company's services which originate from an instrument which the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies include, but are not limited to:

1. Calls places to a toll-free number provided by the Company with its inbound long distance service. Surcharges will be billed to the inbound long distance Customer other than the party originating the call;

Rate per call	\$0.60
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**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**G. Star 89**

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("\*89") at pay telephone locations presubscribed to WiMacTel's services. Calls are billed in three (3) minute increments with minimum call duration, for billing purposes, of three (3) minutes. Calls are not mileage or time-of-day sensitive.

**1. Usage Rates**

	<b>Initial 3 Minutes</b>	<b>Each Additional 3 Minutes</b>
Per Call Rate	\$5.175	\$5.175

**2. Operator Connect Charges**

	<b><u>Automated</u></b>	<b><u>Operator Assisted</u></b>
Calling Card	\$10.98	\$12.49
Collect	\$11.49	\$12.49
3rd Party	\$11.98	\$14.98
Person to Person	\$17.49	\$17.49
Credit Card	\$10.98	\$12.49
PIF	\$ 5.00	

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**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**H. 800 Call Plan 1**

The 800 Call Plan 1 permits Customers to access the WiMacTel network by dialing the Company's Toll Free access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in three (3) minute increments.

**1. Rate Plan**

	<b>Initial 3 Minutes</b>	<b>Each Additional 3 Minutes</b>
Per Call Rate	\$5.175	\$5.175

**2. Operator Connect Charges**

	<b><u>Automated</u></b>	<b><u>OperatorAssisted</u></b>
Calling Card:	\$10.98	\$12.49
Credit Card:	\$11.49	\$12.49
Collect (Station to Station):	\$11.98	\$14.98
3 <sup>rd</sup> Party:	\$17.49	\$17.49
Person to Person:	\$10.98	\$12.49
Premise Imposed Fee:	\$5.00	

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**I. OSP Option A**

OSP Option A calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next one minute increment.

**1. Usage Rates**

	<b>Initial 3 Minutes</b>	<b>Each Additional Minute</b>
Per Call Rate	\$4.47	\$1.49

**2. Operator Connect Charges**

	<b><u>Automated</u></b>	<b><u>Operator Assisted</u></b>
Calling Card	\$7.50 (I)	\$10.49 (I)
Collect	\$6.99	\$11.49 (I)
3rd Party	\$7.99	\$13.50 (I)
Person to Person	\$15.49 (I)	\$15.49 (I)
Credit Card	\$7.50 (I)	\$10.49 (I)

**Other Surcharges:**

Pay Phone Surcharge	\$0.60 (I)
Non Subscriber Fee	\$3.50
PIF	\$7.00 (I)
Network Infrastructure Fee	See Schedule 4
CCR	See Schedule 4
Regulatory Compliance Fee	See Schedule 4
PCI	\$0.00
Bill Statement Fee	See Schedule 4

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**J. OSP Option C**

OSP Option C calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next one minute increment.

**1. Usage Rates**

	<b>Initial 3 Minutes</b>	<b>Each Additional Minute</b>
Per Call Rate	\$4.92	\$1.64

**2. Operator Connect Charges**

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$5.49	\$8.25
Collect	\$7.69	\$9.35
3rd Party	\$8.79	\$12.09
Person to Person	\$13.75	\$14.85
Credit Card	\$5.49	\$8.25

**Other Surcharges:**

Pay Phone Surcharge	\$0.56
Non Subscriber Fee	See Schedule 4
PIF	\$3.00
Network Infrastructure Fee	See Schedule 4
CCR	See Schedule 4
Regulatory Compliance Fee	See Schedule 4
Bill Statement Fee	See Schedule 4

(N)

(N)



**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**K. 1-800-ALOHA-00**

(N)

The WiMacTel 1-800-ALOHA-00 Program permits Customers to access the WiMacTel network by dialing the 1-800-ALOHA-00 (800-256-4200) access number to make operator assisted and calling card calls from any location within the state. All calls are billed in one (1) minute increments.

**1 Usage Rates**

a. Customer/Operator Dialed Calling Card and Credit Card Calls

	Initial Minute	Each Additional Minute
Per Call Rate	\$1.29	\$1.29

b. Collect, Third Party and Person- to- Person Calls

	Initial Minute	Each Additional Minute
Per Call Rate	\$1.29	\$1.29

**2 Operator Connect Charges**

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$4.99	\$7.50
Credit Card	\$4.99	\$7.50
Collect	\$6.99	\$8.50
3rd Party	\$7.99	\$10.99
Person to Person	\$12.50	\$13.50
Other Surcharges:		
Pay Phone Surcharge	\$0.56	
Non Subscriber Fee	\$3.50	

(N)

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**J. RATE PLAN ILDA5**

Rate Plan ILDA5 calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next one minute increment.

**1. Usage Rates**

	<b>Initial 3 Minutes</b>	<b>Each Additional Minute</b>
Per Call Rate	\$6.705	\$2.235

**2. Operator Connect Charges**

	<b><u>Automated</u></b>	<b><u>Operator Assisted</u></b>
Calling Card	\$7.50	\$10.49
Collect	\$6.99	\$11.49
3rd Party	\$7.99	\$13.50
Person to Person	\$15.49	\$15.49
Credit Card	\$7.50	\$10.49

**Other Surcharges:**

Pay Phone Surcharge	\$0.60
Non Subscriber Fee	\$3.50
PIF	\$7.00
Network Infrastructure Fee	See Schedule 4
CCR	See Schedule 4
Regulatory Compliance Fee	See Schedule 4
PCI	\$0.00
Bill Statement Fee	See Schedule 4

(N)

(N)

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 2: Operator Services, (Cont'd.)**

**K. RATE PLAN 12A**

Rate Plan 12A calls are billed in one (1) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next one minute increment.

**1. Usage Rates**

	<b>Initial 3 Minutes</b>	<b>Each Additional Minute</b>
Per Call Rate	\$4.47	\$1.49

**2. Operator Connect Charges**

	<b><u>Automated</u></b>	<b><u>Operator Assisted</u></b>
Calling Card	\$7.50	\$10.49
Collect	\$6.99	\$11.49
3rd Party	\$7.99	\$13.50
Person to Person	\$15.49	\$15.49
Credit Card	\$7.50	\$10.49

**Other Surcharges:**

Pay Phone Surcharge	\$0.60
Non Subscriber Fee	\$3.50
PIF	\$7.00
Network Infrastructure Fee	See Schedule 4
CCR	See Schedule 4
Regulatory Compliance Fee	See Schedule 4
PCI	\$0.00
Bill Statement Fee	See Schedule 4

(N)

(N)

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 3: Directory Assistance Services**

**A. Directory Assistance Service**

Directory Assistance is available to Customers of WiMacTel service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

Intrastate Directory Assistance \$2.49

**1. Call Completion Service**

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

**a. Directory Assistance Call Completion, Per Call**

Per Call Charge: \$1.00

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 4: Miscellaneous Service Rates**

**A. Late Payment Charge**

Late payment charges are governed by Section 2, Rule 9 – Billing Entity Conditions.

**B. Return Check Charge**

Late payment charges are governed by Section 2, Rule 9 – Billing Entity Conditions.

**C. Non – Subscriber Fee**

A Nonsubscriber Fee is applicable to operator assisted calls billed to end user lines which are presubscribed to an interexchange carrier other than WiMacTel, or not presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

Rate Per Call: \$3.50

**D. Bill Statement Fee**

The Company may impose a Bill Statement Fee to calls billed as part of the Customer's local telephone bill.

Per Month Charge: \$2.99 (I)

**E. Regulatory Compliance Fee**

This fee allows the Company to recover expenses that the Company incurs with regard to the Universal Service Fund, National Number Portability and other regulatory fees. The fee is not a tax or charge imposed or required by any government entity.

Rate Per Call: \$1.50

**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 4: Miscellaneous Service Rates, (Cont'd.)**

**F. Carrier Cost Recovery**

In addition to charges for service a Carrier Cost Recovery fee is assessed to recover certain costs associated with providing intrastate local exchange service including expenses for national regulatory fees and programs, and connection and account servicing charges. This fee is not a tax or charge required by the government. This fee will be applied on a per customer billing account basis

Carrier Cost Recovery Fee	\$2.50
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**G. Network Infrastructure Fee**

In addition to charges for service a Network Infrastructure Fee is assessed to recover various costs of network development and maintenance, regulatory oversight proceedings and compliance, fraud monitoring, account provisioning and maintenance and other costs incurred by the company in the provision of interstate telecommunications services. This fee is not a government mandated tax or surcharge. This fee will be applied on a per customer billing account basis

Network Infrastructure Fee	\$1.00
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**1.0 - RATE SCHEDULES, (CONT'D.)**

**Schedule 5: Location Surcharge Fee**

- A** A fee may be imposed in addition to the rates and charges for the plan selected by the Aggregator. The combination of operator service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

The following options apply based upon the Intrastate, Interstate and International Plan the Aggregator subscribes to.

**1.** Location Fees:

- |           |          |        |
|-----------|----------|--------|
| <b>1.</b> | Option A | \$3.00 |
| <b>2.</b> | Option B | \$5.00 |
| <b>3.</b> | Option C | \$7.00 |

- 2.** Additional fees and charges, as described in Schedule 2 may also apply.

## **2.0 - RULES**

### **No. 1 Definitions**

**Access Line:** An arrangement which connects the Customer's location to the Company's network switching center.

**Aggregator:** Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**Authorization Code:** A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

**Commission:** California Public Utilities Commission.

**Company, Carrier or WiMacTel:** WiMacTel, Inc.

**Customer:** The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Day:** From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

**Evening:** From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

**Night/Weekend:** From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

**InterLATA Toll Call:** Any call terminating beyond the LATA of the originating caller.

**IntraLATA Toll Call:** Calls terminating within the LATA of the originating caller.

**Telecommunications:** The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Underlying Carrier:** The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.



**2.0 - RULES, (CONT'D.)**

**No. 2 Description of Service**

Service is offered for telecommunications between points within the state of California. Service is available twenty-four hours per day, seven days per week, unless otherwise indicated.

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of California, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

- A.** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- B.** Chargeable time ends when the connection is terminated.
- C.** Chargeable time does not include the time lost because of known faults or defects in the service.

**2.0 - RULES, (CONT'D.)**

**No. 3 Application for Service**

Service is installed by arrangement between WiMacTel and the Customer. For Direct Dial Service, Customers must presubscribe their equal access telephone line(s) to WiMacTel. The Company may initiate or change service upon request (in any form) from a Customer.

When the Carrier denies an application for a telecommunications service subject to Commission jurisdiction, the Carrier shall inform the Customer of the reason within 10 days thereafter. The Carrier's response shall be provided in writing unless the Customer agrees to accept a different form of notice.

**No. 4 Contracts**

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]

**2.0 - RULES, (CONT'D.)**

**No. 5 Special Information Required on Forms**

[Business forms no longer required as part of the tariff under Decision 90-08-032, August 8, 1990]

**No. 6 Establishment and Re-Establishment of Credit**

WiMacTel may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. WiMacTel may deny service to Customers who do not provide the requested information or who fail to meet WiMacTel's financial criteria. If WiMacTel determines that an advance payment is necessary, the provisions under Rule 7 of this tariff apply. If service was discontinued for non-payment of charges, WiMacTel may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishing service.

Carrier shall not deny service for failure of the Customer to provide a Social Security Number. Where a Customer chooses not to provide a Social Security Number, the Carrier may request other identification information sufficient to enable the Carrier to verify the Customer's identity and determine Customer's credit worthiness.

**2.0 - RULES, (CONT'D.)**

**No. 7 Deposits**

The Company will not collect deposits to establish or re-establish service.

**No. 8 Notices**

Billing functions are performed by local exchange telephone companies, credit card companies or others on behalf of the Company, and the payment conditions and regulations of such companies apply, including any applicable customer late payment and disconnection notices.

## 2.0 - RULES, (CONT'D.)

### No. 9 Rendering and Payment of Bills

#### Billing Entity Conditions

Billing functions are performed by local exchange telephone companies, credit card companies or others on behalf of WiMacTel, and the payment conditions and regulations of such companies apply, including any applicable interest, late payment charges and/or return check charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

#### Payment and Credit Regulations

##### A. Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

Payments shall be credited effective the on business day payments are received by the Carrier.

##### B. Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

1. Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by WiMacTel or its intermediary with the applicable telephone company.
2. Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

**2.0 - RULES, (CONT'D.)**

**No. 9 Rendering and Payment of Bills, (Cont'd.)**

**Payment and Credit Regulations, (Cont'd.)**

**B. Payment for Service, (Cont'd.)**

3. For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, WiMacTel will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to WiMacTel for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4.8 herein.
4. Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
5. Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
6. The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
7. If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
8. A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer in writing at least five working days before service is disconnected.

**2.0 - RULES, (CONT'D.)**

**No. 9 Rendering and Payment of Bills, (Cont'd.)**

**Payment and Credit Regulations, (Cont'd.)**

**B. Payment for Service, (Cont'd.)**

9. Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
10. In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
11. WiMacTel will not bill for unanswered calls in areas where Equal Access is available, nor will WiMacTel knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, WiMacTel will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
12. In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

**2.0 - RULES, (CONT'D.)**

**No. 9 Rendering and Payment of Bills, (Cont'd.)**

**Payment and Credit Regulations, (Cont'd.)**

**B. Payment for Service, (Cont'd.)**

- 13.** Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.



## 2.0 - RULES, (CONT'D.)

### No. 9 Rendering and Payment of Bills, (Cont'd.)

#### Payment and Credit Regulations, (Cont'd.)

#### B. Payment for Service, (Cont'd.)

##### 14 Consumer Refunds

The Company reserves the right to offer consumer refunds, where appropriate, on operator assisted calls through two refund methods:

##### a. Direct Refund

Customers will be offered a full refund which can either be applied to the Customer's LEC bill, credit card account or sent via company check. Credits issued to the LEC bill may take up to 2 - 3 billing cycles to be credited to the account based upon the processing requirements of the Customer's serving LEC.

##### b. Refund Balance Card

Customer choosing this option, if offered by the Company, will receive a refund balance card as an alternative to a direct refund. The card will have the full refund value for the first 60 days after date of issue. The card will be subject to a monthly service fee of \$2.50 applied against the unused balance after an initial 60 day period.

## **2.0 - RULES, (CONT'D.)**

### **No. 10 Disputed Bills**

Terms of payment shall be according to the rules, regulations, and laws of the State of California. Any objection to billed charges should be reported in writing to WiMacTel within sixty (60) days after receipt of bill. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such adjustments are appropriate.

In the case of a billing dispute between a Customer and the Company, the Company shall investigate the charge(s) the Customer has informed the Company are in question and shall reach a determination and communicate it to the Customer within 30 days. During the interim the investigation is pending, no late charges or penalties may be collected, the disputed charge(s) shall not be sent to collection, and no adverse credit report shall be made based on non-payment of the charge(s). If the Customer prevails, then no late charge or penalty may be imposed on the amount in dispute.

The Company shall not disconnect service to a Customer before seven (7) calendar days after the date the Company notifies the Customer in writing of the results of its investigation. In no event shall the Company disconnect service prior to the due date shown on the bill.

Company may not disconnect service to Subscriber for nonpayment of a disputed amount if the Subscriber has: (a) submitted a claim to Consumer Affairs Branch (CAB) for informal review; and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made on non-payment of the charge.

**2.0 - RULES, (CONT'D.)**

**No. 10 Disputed Bills, (Cont'd.)**

Company shall not provide, as a term or condition of service, for a choice of law other than that of California, for a forum for the adjudication of disputes located in a county other than the California county in which the Customer is billed or which is the Customer's primary place of use of the service, or for any limitation of the right of Customer to bring complaints to the Commission or any other agency. Company shall not hold Customer liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

In the case of a billing dispute or other complaint which is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the California Public Utilities Commission at the following location:

Consumer Affairs Branch (CAB)  
California Public Utilities Commission  
505 Van Ness Avenue, Room 2003  
San Francisco, California 94102  
Website: [www.cpuc.ca.gov](http://www.cpuc.ca.gov)  
Email: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov)  
(800) 649-7570  
TDD (800) 229-6846

## 2.0 - RULES, (CONT'D.)

### No. 11 Discontinuance and Restoration of Service

#### Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- A. Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than seven (7) calendar days following written notice of termination for nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- B. Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to WiMacTel operations or its furnishing of service. The Company agrees to give Customer seven (7) calendar days notice of such violation or failure to comply prior to disconnection of service; or
- C. The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- D. Failure to pay a previously owed bill by the same Customer at another location.
- E. Customer use of the equipment or network in such as manner as to adversely affect the Company's equipment or the Company's service to others.
- F. Tampering with the equipment furnished and owned by the Company.
- G. Unauthorized or fraudulent use of the service.
- H. The Company will comply with the Rules adopted by the Commission in D.91188 regarding service denial or disconnection for use of telecommunications in violation with the law.

## **2.0 - RULES, (CONT'D.)**

### **No. 11 Discontinuance and Restoration of Service, (Cont'd.)**

#### **Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in this Rule, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

#### **Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

The Carrier shall not re-establish service for a Customer who has cancelled service with the Carrier without a new Customer authorization. Authorization may not be founded upon any term in an agreement for service that binds the Customer to again take service from the Carrier.

#### **Cancellation of Service by Customer**

Customers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. The Customer is not relieved from payment of any per use and normal recurring charges applicable to the service incurred before canceling.

**2.0 - RULES, (CONT'D.)**

**No. 12 Optional Rates and Information to be Provided to the Public**

Customers will be promptly notified of new, revised or optional rates available to them from WiMacTel. Pertinent information regarding WiMacTel's service is available upon request and open to public inspection by inquiring in person or writing to:

WiMacTel, Inc.  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303  
(888) 476-0881

**No. 13 Temporary Service**

From time to time, WiMacTel may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

**2.0 - RULES, (CONT'D.)**

**No. 14 Continuity of Service**

- A.** Credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Section 3.1, General Regulations herein. It shall be the obligation of the Customer to notify the Carrier of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Carrier.
  
- B.** The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**No. 15 Extensions**

Extension service is not offered by WiMacTel.

**2.0 - RULES, (CONT'D.)**

**No. 16 Service Connections and Facilities on Customer Premises**

- A.** Service furnished by WiMacTel may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by WiMacTel is not part of a joint undertaking with such carriers.
- B.** Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- C.** Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.



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## 2.0 - RULES, (CONT'D.)

### No. 17 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full mile from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- Step 2:** Obtain the difference between the "V" coordinates of each of the serving wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

**Formula:**

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

## 2.0 - RULES, (CONT'D.)

### No. 18 Backbilling Procedure

- A. A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.
- B. The following are exceptions which would allow backbilling beyond the prior three months up to five months:
  - 1. Collect Calls
  - 2. Credit Card Calls
  - 3. Third Party Calls
- C. An additional exception for Backbilling is permitted for a period of 1 1/2 years in cases involving toll fraud.

### No. 19 Billing Entity Conditions and Billing Dispute

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. Billing disputes shall be processed by the Company or its billing agent consistent with State regulations. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the Commission.

### No. 20 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

**2.0 - RULES, (CONT'D.)**

**No. 21 Change of Service Providers**

**A. Solicitation of Customer Authorization for Service Termination and Transfer**

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10 point type. A penalty or fine of up to \$500 may apply for each violation of this Rule.

**B. Unauthorized Service Termination and Transfer**

The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. The Company will comply with General Order 168, Part 5 of the Public Utilities Commission with respect to the resolution of an unauthorized change in a Customer's carrier, its liability for payment of charges associated with such an unauthorized change, and absolution and/or reimbursement of charges to the Customer.

### 3.0 - GENERAL REGULATIONS

#### 3.1 Liability

- 3.1.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 3.1.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 3.1.3** WiMacTel shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over WiMacTel or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

### 3.0 - GENERAL REGULATIONS, (CONT'D.)

#### 3.1 Liability, (Cont'd.)

**3.1.4** WiMacTel is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 3.6.2 above.

**3.1.5** WiMacTel shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

**3.1.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

**3.1.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

#### **3.1.8 Unauthorized Access and Hacking**

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment.

### **3.0 - GENERAL REGULATIONS, (CONT'D.)**

#### **3.2 Limitations of Service**

- 3.2.1** Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 3.2.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 3.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

#### **3.3 Use of Service**

Service may be used by the Customer for any lawful purpose for which the service is technically suited.

### 3.0 - GENERAL REGULATIONS, (CONT'D.)

#### 3.4 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**3.4.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users:

- A.** The name, address, and toll-free telephone number of the provider of operator services; and
- B.** A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- C.** The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- D.** Notice that surcharges may apply to operator-assisted and calling card calls.
- E.** Any other information required by state or federal regulatory agencies or law.

**3.4.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**3.4.3** WiMacTel shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if WiMacTel reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

### 3.0 - GENERAL REGULATIONS, (CONT'D.)

#### 3.5 Responsibilities of Subscribers

- 3.5.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 3.5.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by WiMacTel on the Subscriber's behalf.
- 3.5.3** If required for the provision of WiMacTel's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to WiMacTel.
- 3.5.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and WiMacTel when required for WiMacTel personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of WiMacTel's Services.
- 3.5.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with WiMacTel's facilities or services, that the signals emitted into WiMacTel's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 3.5.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to WiMacTel's equipment, personnel, or the quality of Service to other Subscribers or Customers, WiMacTel may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, WiMacTel may, upon written notification, terminate the Subscriber's service.



### **3.0 - GENERAL REGULATIONS, (CONT'D.)**

#### **3.5 Responsibilities of Subscribers, (Cont'd.)**

**3.5.7** The Subscriber must pay WiMacTel for replacement or repair of damage to the equipment or facilities of WiMacTel caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

**3.5.8** The Subscriber must pay for the loss through theft or fire of any of WiMacTel's equipment installed at Subscriber's premises.

#### **3.6 Responsibilities of Authorized Users**

**3.6.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

**3.6.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

**3.6.3** The Authorized User is responsible for providing WiMacTel with a valid method of billing for each call. WiMacTel reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or WiMacTel may refuse to place the call.

**3.0 - GENERAL REGULATIONS, (CONT'D.)**

**3.7 Charges Paid for by Coin Deposits in a Public or Semi-Public Pay Telephone**

When charges for a call are paid by depositing coins in a public or semi-public coin telephone, the charge for the call is the applicable initial period and any additional period rates plus applicable operator handled charges. The charge(s) are billed in one minute increments and rounded to the nearest multiple of \$0.05. Taxes for coin calls are included in the rate.

**3.0 - GENERAL REGULATIONS, (CONT'D.)**

**3.8 Determination of Time of Day**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD					EVE	
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

**3.8.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

**3.0 - GENERAL REGULATIONS, (CONT'D.)**

**3.8 Determination of Time of Day, (Cont'd.)**

**3.8.2** The time when connection is established is determined in accordance with the time - standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

## **4.0 - PROMOTIONS**

### **4.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

## **5.0 - CONTRACT SERVICES**

### **5.1 General**

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. 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. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.