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OPERATOR SERVICES PRICE LIST

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TITLE PAGE

OPERATOR SERVICES PRICE LIST

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WiMacTel, Inc. issues this Price List pursuant to Proceeding No. 16R-0453T, whereby the Public Utilities Commission of Colorado adopted final rules implementing 2014 telecom reform legislation which reclassified virtually all telecommunications services as Part 4 services effective September 1, 2017.

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OPERATOR SERVICES PRICE LIST

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**TABLE OF CONTENTS**

	Page
TABLE OF CONTENTS	2
PRICE LIST FORMAT	3
EXPLANATION OF SYMBOLS	4
SECTION 1 - DEFINITION OF TERMS	5
SECTION 2 - RULES AND REGULATIONS	8
SECTION 3 - OPERATOR SERVICES	26
SECTION 4 – MISCELLANEOUS SERVICES	37

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**OPERATOR SERVICES PRICE LIST**

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**PRICE LIST FORMAT**

- A. Page Numbering - Page numbers appear in the top right of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. 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 top right of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its Price List approval process, the most current page number on file with the Commission is not always the Price List page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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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OPERATOR SERVICES PRICE LIST

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**EXPLANATION OF SYMBOLS**

- C** - Change in text due to a changed regulation, term, or condition, which does not affect rates
- D** - Discontinued service or deleted material
- I** - Rate increase
- R** - Rate reduction
- M** - Material moved from or to another part of the utility's Price List; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes
- N** - New material, including new products, rates, terms, or conditions
- T** - Change in text not related to changes in rates, charges, terms, or conditions

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 1 - DEFINITION OF TERMS**

For the purposes of this Price List, the following definitions shall apply.

**Authorized User:** A person, firm, corporation, or other entity that either is authorized to receive or send communications or is placed in a position by the customer to send or receive communications.

**Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

**Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**Called Station:** The station called, or the terminating point of a call.

**Calling Station:** The station from which the call is originated.

**Casual Caller:** Denotes any person who uses the Company service from an equal access end office who does not have a current account with the Company for services subject to this Price List, to include: (i) any Person who has not established an account with the Company who places calls over the Company's network from an equal access area; (ii) any presubscribed customer located in an equal access area who has either voluntarily terminated his Company account or has had his Company account terminated in accordance with the terms and conditions set forth in Sections 2.5; and (iii) new or allocated customers whose accounts are not yet established in the Company's billing system.

**Collect Call:** A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call, whether they are a Company customer or not, is responsible for all charges related to the call. Regardless of whether the person is a Company customer or not, he or she is subject to the provisions of this Price List which are applicable to the call accepted.

**Company:** WiMacTel, Inc., the issuer of this Price List.

**Customer:** The person, firm, corporation or other entity which orders service - either for its own use, as a resale carrier, or as a non-profit manager of a sharing group - and which is responsible for the payment of charges and for compliance with this Price List's regulations. A Customer may also function as a Casual Caller as defined in this Price List. The term "customer" also includes a person, firm, corporation or other entity that (1) has not presubscribed to Company service, but accesses the Company by dialing the access number 1010XXX, or any other Company carrier identification code, or (2) remains presubscribed to Company service after its account is removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange service company in compliance with Company Price List regulations. For billing purposes, a customer is considered to be an account.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 1 - DEFINITION OF TERMS. (CONT'D.)**

**Non-Optional Operator Services:** Non-optional operator services include, but are not limited to:

- (I) Calls placed from payphones that require operator intervention, live or otherwise;
- (II) Calls placed from a telephone that does not allow for direct dialing and that requires operator intervention, live or otherwise, to complete what would otherwise have been a direct-dialed call;
- (III) Calls placed by individuals who identify themselves as disabled to the extent that they are functionally unable to complete a call (for example, unable to use rotary dial or touch-tone pad) without operator assistance. These calls include those made with telecommunications devices for the deaf;
- (IV) Operator-assisted call reconnection for disconnection or poor transmission, and operator handled credit requests.
- (V) Emergency services, including calls made to operators by customers seeking emergency assistance from authorized emergency agencies;
- (VI) Credit-card calls;
- (VII) Collect local or long distance calls;
- (VIII) Local or long distance third-party billed calls;
- (IX) Person-to person calls; and
- (X) Operator services provided to customers where the use of an operator is required in order to obtain a particular service or in order to complete a call.

**Other Common Carrier:** A person, firm, corporation or entity which subscribes to Company service and facilities and resells these communication services and facilities to the public for profit. Unless otherwise indicated, the term "other common carrier" when used herein also means "customer" and includes entities which are brokers of the service (act as intermediaries for the purposes of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs), and those entities which are underlying carriers (own transmission facilities).

**Participating Carrier:** A telecommunications carrier with whom the Company has arrangements for providing independent or joint service.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 1 - DEFINITION OF TERMS. (CONT'D.)**

**Operator Dialed:** Applies a surcharge to Operator Station, Person-to-Person, Station Collect, Person Collect, and Third Party rated calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code ("0", "00", or "1010XXX"+0) and requests the Operator to dial the called station. Handicapped customers who are unable to dial the call because of his/her handicap may request credit for the surcharge from the Operator when the call is made.

**Operator Service Charge:** A charge applied when a customer dials an operator and desires information other than how to complete a call.

**Person to Person:** A service for which the person originating the call specifies to the Company operator a particular person, mobile station, department, extension, or office to be reached. If the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed a Person-to-Person call.

**Third Party:** An optional billing procedure which permits the charges for a long distance call to be billed to a number that is different from the number of the calling station or the number of the called station. The person agreeing to accept the call, whether they are a Company customer or not, is responsible for all charges related to the call. Regardless of whether the person is a the Company customer or not, he or she is subject to the provisions of this Price List which are applicable to the call accepted.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Description of Service**

- 2.1.1** Intrastate Telecommunications Operator Service is the furnishing of Company non-operational operator services for communications between specified locations under the terms contained herein.
- 2.1.2** The Company when acting at the customer's request and as his authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.
- 2.1.3** The Company network is designed to insure that no more than five percent of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies, which is beyond the Company's control.



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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of facilities and the provisions contained herein.
- 2.2.2** Service may be disconnected, upon written notice, when necessitated by conditions beyond the Company's control. These conditions include, but are not limited to, a customer's call volume or calling pattern that results or may result in network blockages or other service degradation which adversely affect service to the calling party, customer, or other customers of the Company. The Company also reserves the right to discontinue furnishing service, upon written notice, when the customer is using the service in violation of the provisions contained herein, or in violation of the law.
- 2.2.3** A customer shall not use any service mark or trade mark of the Company or refer to the Company in connection with any product, equipment, promotion or publication of the customer without the approval of the Company.
- 2.2.4** In order to control fraud, the Company may refuse to accept LEC Calling Cards which it determines to be invalid. All 911 emergency calls initiated via the Company Payphone, or Institutional Phone Service will be completed by the local exchange company.
- 2.2.5** Calls may not be placed using a Local Exchange Company's calling card whenever there is no obligation on the part of the Local Exchange Company issuing the calling card to invoice such calls on the Company's behalf, and calls may not be placed or received using 1010XXX dialing or collect or third party calling conventions, whenever there is no obligation on the part of the serving Local Exchange Carrier to invoice such calls on the Company's behalf or whenever that Carrier fails to provide billing name and address ("BNA") information to the Company in connection with such calls.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Terms and Conditions**

- 2.3.1** Service is provided and billed on the basis of a minimum period of at least one month. Service begins on the date that billing becomes effective and continues to be provided until canceled by the customer in writing on not less than 30 day's notice. 30 days notice is calculated as 30 days from the date of the post mark on the customer's letter giving notice of cancellation. If this results in a customer being billed for part of a month, the bill shall be prorated for the number of the days in the month that are part of the 30 day notice requirements compared to the total number of days in that calendar month. This pertains to services that have monthly minimum charges and group billing.
- 2.3.2** Service is offered on a monthly basis, 24 hours per day.
- 2.3.3** For the purpose of computing charges, a month is considered to have 30 days.
- 2.3.4** The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.
- 2.3.5** Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or optional features.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Responsibilities of the Subscriber**

- 2.4.1** The subscriber is responsible for placing any necessary orders; for complying with Price List regulations; and for assuring that users comply with Price List regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to end users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2** The subscriber must pay for the loss through theft of any of the Company's equipment installed at the subscriber's premises.
- 2.4.3** The subscriber shall place tent cards, phone stickers or other printed documentation furnished by or with the approval of the Company on or in close proximity to all telephones capable of accessing the Company's services and shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable.
- 2.4.4** The subscriber shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than the Company unless the appropriate waiver and/or other necessary approvals have been obtained from the governing regulatory body.

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OPERATOR SERVICES PRICE LIST

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Responsibilities of the User**

- 2.5.1** The user is responsible for payment of the charges set forth in this Price List unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber.
- 2.5.2** The user is responsible for compliance with the applicable regulations set forth in this Price List.
- 2.5.3** The user is responsible for establishing its identity as often as necessary during the course of a call.
- 2.5.4** The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- 2.5.5** The Company may enter into written agreements with Subscribers for alternative operator services that are not specifically described in this Price List. Terms and conditions of such alternative operator services may be negotiated by the Company and the Subscriber.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Liability**

- 2.6.1** Except for granting credit allowances for interruptions of service as provided in Section 2.14, the Company shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.6.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List.
- 2.6.3** The Company shall be indemnified, defended, and held harmless by the customer or by others authorized to use the Company service against all claims of loss or damage arising from the use of service furnished provided herein, including:
- A.** claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via the Company service;
  - B.** patent infringement claims arising from combining or connecting the Company service with apparatus and systems furnished by the customer or others; and
  - C.** all other claims arising out of any act or omission of the customer or others in connection with any service provided by the Company.
- 2.6.4** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for the damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with the Company services.
- 2.6.5** The Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service, or the attachment to service by the Company of instruments, apparatus and associated wiring on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of the Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Use of Service**

**2.7.1** Service furnished by the Company may be used for one or more of the following:

- A.** for the transmission of communications by the customer; or
- B.** for the transmission of communications to or from an authorized user or joint user; or
- C.** for the transmission of communications to or from a customer of another common carrier, which has subscribed to the Company's communications services for purposes of resale.

**2.7.2** Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:

- A.** One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of his own. The customer must specifically name all joint users or authorized users in the Application for Service. Orders which involve the start, rearrangement, or discontinuance of joint use or authorized use service will be accepted by the Company only from that customer and will be subject to all regulations contained herein.
- B.** All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event the designated customer fails to pay the Company each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of The Company's service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated customer. Unless Supportive Services are provided, the customer shall be responsible for allocating charges to each joint user or authorized user.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Use of Service, (Cont'd.)**

**2.7.3** Service furnished by the Company may be arranged for use by other common carriers for the purposes of resale subject to the following:

- A.** Other Common Carriers will be responsible for charges, costs, etc. incurred by the Company with respect to Supportive Services as referenced in this Price List.
- B.** Other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.

**2.7.4** Service furnished by the Company shall not be used:

- A.** For any unlawful purpose.
- B.** For any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier or resale common carrier or entity which resells the Company service as part of an enhanced communications service or an electronic information service. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment Arrangements**

**2.8.1** The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public. Non-recurring charges are payable when the service for which they are specified have been performed. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges will be passed on to the customer. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Usage charges are billed after each usage cycle.



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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.2 Past Due Accounts**

- A.** For small business service customers (referred to as mass market customers), a late payment charge of 1.0% shall be assessed on payments not received within 30 days from the invoice due date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- B.** For Business Service Customers (non mass market customers), a late payment charge at the rate of 1.5% per month will accrue upon any unpaid amount commencing 31 days after remittance was due to the Company. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

- 2.8.3** If a customer does not give the Company written notice of dispute with respect to the Company's charges within six months from the date the invoice was rendered; such invoice shall be deemed to be correct and binding on the customer.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)**

- 2.8.4** If a customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer. It will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will contact the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing,
- 2.8.5** All charges for services are exclusive of applicable federal, state, and local taxes, and tax related surcharges.
- 2.8.6** In the event payment is made by check and the customer's check is not honored by the institution on which it was drawn, the Company will impose, and the customer will be required to pay, a \$20 fee, in addition to other remedies available to the Company under the Price List.
- 2.8.7** The company may include surcharges on the customer's bill as required by the Colorado P.U.C., the Colorado General Assembly, or the federal government.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.8 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**

Customers 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.~~

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Telecommunications Service Priority Provisioning Restoration of Service**

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.10 Cancellation for Cause by the Company**

**2.10.1** The Company may discontinue the furnishing of service(s) to a customer, without incurring any liability:

- A.** Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, The Company may discontinue service pursuant to this sub-section 2.8.1.A if:
- 1.** the customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);
  - 2.** the customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company service(s);
  - 3.** the customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.6;
  - 4.** the customer has been given written notice by the Company of any past due amount, which remains unpaid in whole or in part, for any of the Company's other common carrier communications services to which the customer either subscribes or had subscribed or used; or
  - 5.** the customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Cancellation for Cause by the Company, (Cont'd.)****2.10.1 (Cont'd.)****A. (Cont'd.)**

- 6.** the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, other charges for the service stated in this Price List
  - a.** Using or attempting to use the service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List; or
  - b.** Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- 7.** any other fraudulent means or devices;
- 8.** immediately upon written notice to the customer of any sum thirty days (30) past due; or
- 9.** immediately upon written notice to the customer, after failure of the customer to comply with a request by the Company for security for the payment of service in accordance with Section 2.6; or
- 10.** thirty (30) days after sending the customer written notice of noncompliance with any other provision of this Price List if the noncompliance is not corrected within thirty (30) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Allowance for Interruptions**

The following credit allowances for interruptions of Company services will be made:

**2.11.1** For all of the Company's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in the Company's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which can be remedied by redialing the call:

- A.** A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in the Company's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify their Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to the Company, or (2) interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company. If the customer elects to use another means of communications after one of the above interruptions, or during a period when they are unable to place a call over the Company's network, the customer must pay the charges for the alternative service used.
  
- B.** Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given a credit allowance up to an amount equivalent to the charge to the charge for the initial minute of the call to the wrong number if they report the situation promptly to a Customer Service Representative.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Allowance for Interruptions, (Cont'd.)****2.11.1, (Cont'd.)**

- C.** An interruption period begins when the customer reports to the Company or the Company become aware of the interruption, whichever occurs first, that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired but not interrupted.
  
- D.** If the customer elects to use another means of communication during the period of interruption, the customer must pay the charges for the alternative service used.

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Interconnection with Other Carriers**

**2.12.1** Service furnished by the Company may be connected with services or facilities of another participating carrier. Such interconnection may be made at a Company Terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.

**2.12.2** Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the customer's expense. Upon customer request and acting as his authorized agent, the Company will attempt to make the necessary arrangements for such interconnection.

**2.12.3** Service furnished by the Company may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' Price Lists applicable to such connections.

**2.13 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.



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**OPERATOR SERVICES PRICE LIST**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Colorado High Cost Support Mechanism****2.14.1 General Description**

The Colorado High Cost Support Mechanism (CHCSM) was established by the Commission in Decision No. C90-232 in Docket No. 89R-60T. The purpose of the CHCSM is to promote competition and to guarantee the affordability of basic telephone service by providing assistance for three components of the cost of basic local service:

- 1) high loop costs;
- 2) high local switching costs; and
- 3) high exchange trunk costs. In addition, the local rates of high cost Local Exchange Carriers (LECs) are capped, and the excess is included in the CHCSM. The Company will adhere to the requirements of 4 *Code of Colorado Regulations* 723-2-2840 for the CHCSM.

**2.14.2 Undertaking of the Company**

- 1) The company will collect a CHCSM surcharge in its local exchange serving area.
- 2) For uniformity and clarity, the high cost rate element on the customer's bill shall be identified as the "Colorado Universal Service Charge", or an acceptable abbreviation.

**2.14.3 Rate**

The following services and revenues are subject to the Colorado High Cost Support Mechanism: all intrastate retail telecommunications revenues, including DSL service, custom calling features, advanced calling, inside wire, intrastate toll, and pay phones. The following services and revenues are not subject to the CHCSM surcharge: voice mail; burglar alarm; cable television; and customer premise equipment sales.

The CHCSM surcharge is 2.6%\*

\* Per Decision C14-0244, Effective 7/1/2014.

OPERATOR SERVICES PRICE LIST

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Telecommunications Relay Service**

The Colorado Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech-disabled population of the state of Colorado. The service permits telephone communication between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech. The Company will adhere to the requirements of 4 *Code of Colorado Regulations* 723-2-2820 for the TRS.

**2.15.1 Surcharge**

In addition to the charges provided in this Price Guide, a surcharge will apply to all residence and business access lines served by the Company. This surcharge applies regardless of whether or not the access line users the Colorado Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Colorado TRS and shall be calculated by the Commission. The Commission shall compute the TRS Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period.

Price List revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply:

	Monthly Rate
Per access line	\$0.04 (R)

The surcharge shall not be included in each subscriber's bill as part of the subscriber's base rate. The surcharge shall be listed as a separate item appearing on each customer's monthly billing statement as rendered by the Company. The charge shall be listed as the "Colorado Telecommunications Relay Service".

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 3 - OPERATOR SERVICES****3.1 Operator Services**

Operator Services are available as listed below. Rates listed in Section 3, herein, are subject to the benchmark rates allowed by the Colorado Public Utilities Commission.

**3.1.1 Operator Assisted Calling**

Operator Assisted Calling is available for calls made from private residential or business phones by customers and Casual Callers which are completed with the assistance of a Company operator, at the per minute usage charges specified in Section 3.2 unless otherwise noted.

**3.1.2 Payphone, LEC Calling Card and Commercial Calling Card Calls**

The rates in Section 3.2 apply to calls made with the assistance of an operator from Company presubscribed public, semi-public, or private payphones. These rates also apply to calls made from phones not presubscribed to the Company via a Company carrier access code i.e., 1010XXX, from non-Company presubscribed phones. Rates also apply whenever charges for a long distance call are to be billed to a card authorized by the company, and also apply to calls utilizing the operator system. A Calling Card may be a Local Exchange Company Calling Card (or its equivalent), or an authorized commercial credit/charge card.

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.2 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.

**3.2.1 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

**3.2.2 Per Call Services Charges:**

	Automated	Operator Assisted
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

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.3 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.

**3.3.1 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

**3.3.2 Per Call Services Charges:**

	Automated	Operator Assisted
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

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OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.4 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:

**3.4.1** 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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OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.5 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.

**3.5.1 Usage Rates**

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

**3.5.2 Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>Operator Assisted</b></u>
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	

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.6 800 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.

**3.6.1 Rate Plan**

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

**3.6.2 Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>OperatorAssisted</b></u>
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	



OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.7 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.

**3.7.1 Usage Rates**

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

**3.7.2 Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>Operator Assisted</b></u>
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

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.8 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.

**3.8.1 Usage Rates**

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

**3.8.2 Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>Operator Assisted</b></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

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.9 1-800-ALOHA-00**

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.

**3.9.1 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

**3.9.2 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	

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.10 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.

**3.10.1 Usage Rates**

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

**3.10.2 Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>Operator Assisted</b></u>
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
<b>Other Surcharges:</b>		
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	

OPERATOR SERVICES PRICE LIST

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**SECTION 3 - OPERATOR SERVICES, (CONT'D.)**

**3.11 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.

**3.11.1 Usage Rates**

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

**3.11.2 Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>Operator Assisted</b></u>
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
<b>Other Surcharges:</b>		
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	

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 4 – MISCELLANEOUS SERVICES****4.1 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

**4.1.1 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

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)****4.2 Late Payment Charge**

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

**4.3 Return Check Charge**

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

**4.4 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

**4.5 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

**4.6 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

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**OPERATOR SERVICES PRICE LIST**

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**SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)****4.7 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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**4.8 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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**OPERATOR SERVICES PRICE LIST**

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**SECTION 4 – MISCELLANEOUS SERVICES (CONT'D.)****4.9 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:
  - 1.** Option A \$3.00
  - 2.** Option B \$5.00
  - 3.** Option C \$7.00
- 2.** Additional fees and charges, as described in Schedule 2 may also apply.