

This tariff, WiMacTel, Inc. d/b/a Intellicall Operator Services of North America Hawaii PUC Tariff No. 1, replaces WiMacTel, Inc. Hawaii PUC Tariff No. 2 in its entirety.

TITLE SHEET

HAWAII TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by WiMacTel, Inc. d/b/a Intellicall Operator Services of North America with offices at 2225 E. Bayshore Road, Suite 200, Palo Alto, CA 94303. This tariff applies for services furnished within the State of Hawaii. This tariff is on file with the Hawaii Public Utilities Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

(T)

Issue Date: March 15, 2017

Effective Date: March 15, 2017

Issued By:

James MacKenzie, President
2225 E. Bayshore Drive, Suite 200
Palo Alto, CA 94303

CHECK SHEET

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>
Title	1 st Rev.		13	Original		26	1 st Rev.
1	2 nd Rev.	*	14	Original		27	1 st Rev.
2	Original		15	Original		28	1 st Rev.
3	1 st Rev.		16	Original		29	1 st Rev.
4	Original		17	Original		30	Original
5	Original		18	Original		31	Original
6	Original		19	1 st Rev.	*	32	1 st Rev.
7	Original		20	Original		33	1 st Rev.
8	Original		21	Original		34	1 st Rev.
9	Original		22	Original		35	1 st Rev.
10	Original		23	Original		36	Original
11	Original		24	Original		37	Original
12	Original		25	Original		38	Original
						39	Original
						40	Original
						41	Original
						42	Original
						43	Original

* - Indicates pages included with this filing.

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Hawaii by WiMacTel, Inc. d/b/a Intellicall Operator Services of North America, subject to the jurisdiction of the Hawaii Public Utilities Commission.

In the case of a conflict between any of the Company's tariff provisions (including provisions governing the duty to defend, indemnification, hold harmless and limitation of liability) and State of Hawaii law, State of Hawaii law shall prevail.

This tariff is on file with the Hawaii Public Utilities Commission, 465 S. King Street, Room 103, Honolulu, Hawaii 96813 and may be inspected during normal business hours. Copies may also be inspected during regular business hours at the Company's place of business, 2225 E. Bayshore Road, Suite 200, Palo Alto, CA 94303.

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SYMBOLS

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

- (C)** - To Signify Changed Regulation
- (D)** - Delete or Discontinue
- (I)** - Change Resulting In An Increase To A Customer's Bill
- (M)** - Moved From Another Tariff Location
- (N)** - New
- (R)** - Change Resulting In A Reduction To A Customer's Bill
- (T)** - Change In Text Or Regulation But No Change In Rate Or Charge

TARIFF FORMAT

- A.** Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially, however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B.** Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the HIPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C.** Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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)
 - 2.1.1(A)(1)(a)(I)(i)
 - 2.1.1(A)(1)(a)(I)(i)(1)
- D.** Check Sheets - When a tariff filing is made with the Hawaii Public Utilities Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest' Check Sheet to find out if a particular sheet is the most current on file with the Hawaii Public Utilities Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to WiMacTel's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

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 may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth designed to carry voice grade transmission.

Commission - The Hawaii Public Utilities Commission.

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

Company - WiMacTel, Inc. d/b/a Intellicall Operator Services of North America

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a commercial credit card, such as Visa or MasterCard.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

HPUC – Hawaii Public Utilities Commission.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Hawaii.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion or both, of an intrastate telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provided of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Hawaii Public Utilities Commission to be providing operator services.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

WiMacTel - WiMacTel, Inc. d/b/a Intellicall Operator Services of North America, the issuer of this tariff.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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 Hawaii, 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.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** WiMacTel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** All facilities provided under this tariff are directly or indirectly controlled by WiMacTel and the Customer may not transfer or assign the use of service or facilities without the prior express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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

2.4 Liabilities of Company

- 2.4.1** The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. For services for which no monthly charge applies, the Company's liability, if any, is limited to an amount equal to the charges applicable to the initial period charge for re-establishing a connection.
- 2.4.2** In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.

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

2.4 Liabilities of Company, (Cont'd.)

- 2.4.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.4** The Company shall be indemnified and held harmless by the Customer against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - (B) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
 - (C) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.4.5** The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

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

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation

No installation is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is not authorized to make the change.

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

2.8 Payment for Service

- 2.8.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by WiMacTel. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company) upon receipt. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.8.2** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at the rate set in Section 4.0. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. Bills will be considered to be late if not paid within 30 days of the issue date provided on the bill.
- 2.8.3** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.
- 2.8.4** Late Payment and Return Check charges, as identified in Section 4 of this tariff, may apply to applicable customers.
- 2.8.5** Upon notification of a dispute, the Company will notify the Customer within five (5) working days of its receipt of the written dispute notice and shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and Customer shall pay such amount to the Company within five (5) working days. The Company may suspend/terminate service if the Customer fails to pay the amount determined by the Company to be properly charged. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in Section 4.1 of this tariff.

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

2.9 Deposits

The Company does not require deposits of Customers.

2.10 Advance Payments

The Company does not require advance payments of Customers.

2.11 Cancellation by Customer

Customer may cancel service by providing thirty days written or verbal notice.

2.12 Interconnection

Service furnished by WiMacTel may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with WiMacTel's service.

2.13 Refusal or Discontinuance by Company

WiMacTel may refuse or discontinue service without notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

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

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.16 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to the Company at WiMacTel, Inc., 13515 I Circle, Omaha, NE 68137. Customer Service department can be reached by dialing (888) 476-0881.

2.16.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. Upon notification of a dispute, the Company will notify the Customer within five (5) working days of its receipt of the dispute notice and shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and the Customer shall pay such amount to the Company within fifteen (15) days. The Company may suspend/terminate service if the Customer fails to pay the amount determined by the Company to be properly charged. All billing disputes are subject to HAR § 6-80-102

The address and telephone number of the Commission is:

Hawaii Public Utilities Commission
465 South King Street, Room 103
Honolulu, Hawaii 96813
Telephone: (808) 586-2020

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

2.17 Reservation of Toll Free Numbers

The Company will make every effort to reserve Toll Free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Miscellaneous Rates and Charges

Subject to the prior approval by the Hawaii Public Utilities Commission, the Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service. The Company will separately and clearly identify and explain on its Customers' bills the Company's adjust to and/or additional miscellaneous rates and charges.

2.19 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.

2.20 Telecommunications Relay Service ("TRS")*

Telecommunications Relay Service is funded by a surcharge on the retail provision of intrastate telecommunications services. The Company may access a TRS Surcharge of 0.0023 on retail intrastate telecommunications services. The TRS Surcharge shall be itemized on the customer's bill.

(N)
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(N)

* Pursuant to Docket No. 2017-0142 and Decision and Order No. 34665, the TRS surcharge as outlined above is effective July 1, 2017.

(N)
(N)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

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 to 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 Hawaii Public Utilities Commission and the Federal Communications Commission.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.
- 3.2.5** 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.
- 3.2.6** All calls are billed in arrears for all WiMacTel services.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods

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						

3.3.1 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.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods, (Cont'd.)

3.3.2 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 intrastate direct dialed and operator assisted calls.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.4 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia (formerly Bell Communications Research), in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate 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 distance between the originating and terminating serving wire centers of the call.

Formula:

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

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services

3.5.1 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

All calls are billed based upon the actual billing increments as defined in each specific rate table.

3.5.2 Classes of Services

Service is offered on a 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.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.3 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). All calls are billed based upon the actual billing increments as defined in each specific rate table.

3.5.4 WiMacTel Operator Service Base Plan

A. Usage Rates – IntraLATA/InterLATA

Miles	Day	Evening	Night
0-9999	\$1.49	\$1.49	\$1.49

B. Per Call Services Charges:

	Automated	Operator Assisted
Automated Calling Card:	\$5.99	\$10.49
Collect (Station to Station):	\$6.99	\$10.49
3 rd Party	\$6.99	\$12.98
Person to Person:	\$15.49	\$15.49
Credit Card	\$5.99	\$10.49

(D)
(D)

Billing: 1 Minute Increments

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.5 WiMacTel Operator Service Base Plan Option B

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.

A Usage Rates – IntraLATA/InterLATA

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

B Per Call Services Charges:

	Automated	Operator Assisted
Automated Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 rd Party	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card	\$10.98	\$12.49

(D)
(D)

Billing: 1 Minute Increments

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.6 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.

A Usage Rates – IntraLATA/InterLATA

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

B Per Call Services Charges:

	Automated	Operator Assisted
Automated Calling Card:	\$10.98	\$12.49
Collect (Station to Station):	\$11.49	\$12.49
3 rd Party	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card	\$10.98	\$12.49

(D)
(D)

Billing: 3 Minute Increments

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.7 OSP Option A

OSP Option A 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 one minute increment.

A. Usage Rates

	Initial Minute	Each Additional Minute
Per Call Rate	\$0.89	\$0.89

B. Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$1.50	\$2.25
Collect	\$3.25	\$3.75
3rd Party	\$3.25	\$3.75
Person to Person	\$4.75	\$4.75
Credit Card	\$1.50	\$2.25

Other Surcharges:

Pay Phone Surcharge \$0.60

(D)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.8 OSP Option B

OSP Option B 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.

A. Usage Rates

	Initial 3 Minutes	Each Additional Minute
Per Call Rate	\$2.07	\$0.69

B. Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$1.50	\$1.50
Collect	\$2.25	\$2.75
3rd Party	\$2.25	\$2.75
Person to Person	\$3.75	\$3.75
Credit Card	\$1.50	\$1.50
Other Surcharges:		
Pay Phone Surcharge	\$0.56	

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.8 OSP Option C

OSP Option C 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 one minute increment.

A. Usage Rates

Per Minute Rate	\$0.69
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B. Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$2.99	\$3.75
Collect	\$4.25	\$4.99
3rd Party	\$4.25	\$4.99
Person to Person	N/A	\$5.99
Credit Card	\$2.99	\$3.75
Other Surcharges:		
Pay Phone Surcharge	\$0.56	

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.9 RATE PLAN ILDA5

Rate Plan ILDA5 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 one minute increment.

A. Usage Rates

	Initial Minute	Each Additional Minute
Per Call Rate	\$1.15	\$1.15

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B. Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$3.60	\$5.39
Collect	\$3.60	\$5.39
3rd Party	\$3.60	\$5.39
Person to Person	\$6.48	\$8.29
Credit Card	\$3.60	\$5.39

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Other Surcharges:

Pay Phone Surcharge	\$0.60
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(D)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.5 Operator Services, (Cont'd.)

3.5.10 RATE PLAN 12A

Rate Plan 12A 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 one minute increment.

A. Usage Rates

	Initial Minute	Each Additional Minute
Per Call Rate	\$0.89	\$0.89

B. Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$1.50	\$2.25
Collect	\$3.25	\$3.75
3rd Party	\$3.25	\$3.75
Person to Person	\$4.75	\$4.75
Credit Card	\$1.50	\$2.25

Other Surcharges:

Pay Phone Surcharge \$0.60

(D)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 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.

3.6.1 Usage Rates

	Initial 3 Minutes	Each Additional 3 Minutes
Per Call Rate	\$5.175	\$5.175

3.6.2 Operator Connect Charges

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

(D)

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.7 800 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.

3.7.1 Rate Plan

	Initial 3 Minutes	Each Additional 3 Minutes
Per Call Rate	\$5.175	\$5.175

3.7.2 Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card:	\$10.98	\$12.49
Credit Card:	\$11.49	\$12.49
Collect (Station to Station):	\$11.98	\$14.98
3 rd Party:	\$17.49	\$17.49
Person to Person:	\$10.98	\$12.49

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Issued By:

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.8 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.

3.8.1 Usage Rates

(A) 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.

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

(B) 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.

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

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.9 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the “#” symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.10 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.

3.10.1 Usage Rates

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

	Initial Minute	Each Additional Minute
Per Call Rate	\$0.69	\$0.69

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

	Initial Minute	Each Additional Minute
Per Call Rate	\$0.69	\$0.69

3.10.2 Operator Connect Charges

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$1.50	\$1.50
Credit Card	\$1.50	\$1.50
Collect	\$3.25	\$3.75
3rd Party	\$3.25	\$3.75
Person to Person	\$5.99	\$4.75
Other Surcharges:		
Pay Phone Surcharge	\$0.56	
Non Subscriber Fee		

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance that is not in dispute.

4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Hawaii law and Commission regulations.

4.3 Directory Assistance

4.3.1 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 \$1.99

4.3.2 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

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.4 Location Surcharge

At the option of the Aggregator, WiMacTel may bill a Location Surcharge on the Aggregator's behalf.

4.5 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

4.6 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

4.7 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

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

SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.9 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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SECTION 5 - PROMOTIONS

5.1 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.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

5.3 Competitive Response Promotion

The Company will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved tariff on file with the Commission.

SECTION 6 - CONTRACT SERVICES

6.1 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.

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