# TITLE SHEET

OF

## WIMACTEL, INC. D/B/A Intellicall Operator Services

This rate sheet, filed with the Texas Public Utilities Commission, contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by WiMacTel, Inc. d/b/a Intellicall Operator Services within the State of Texas.

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#### **CHECK SHEET**

Sheets of this rate sheet 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 rate sheet and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
1	Original		15	Original	29	Original
2	5 <sup>th</sup> Rev.	*	16	Original	30	Original
3	1 <sup>st</sup> Rev.		17	Original	31	Original
4	Original		18	Original	32	Original
5	Original		19	Original	33	Original
6	Original		20	1 <sup>st</sup> Rev.	34	Original
7	Original		21	Original	35	$2^{nd}$ Rev.
8	Original		22	Original	35.1	1 <sup>st</sup> Rev.
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### SYMBOLS

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

- (C) Changed regulation.
- (**D**) Delete or discontinue.
- (I) Change Resulting in an increase to a Customer's bill.
- (M) Moved from another rate sheet location.
- (N) New.
- (**R**) Change resulting in a reduction to a Customer's bill.
- (T) Change in text or regulation.

# **RATE SHEET FORMAT**

- **A. Sheet Numbering** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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 Commission. 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 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).1.

**D. Check Sheets** - When a rate sheet filing is made with the Texas PUC, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

# **APPLICATION OF RATE SHEET**

This rate sheet contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by WiMacTel, Inc. within the State of Texas.

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Issued By:

James MacKenzie, CEO 1882 Porter Lake Drive, Suite 101 Sarasota, FL 34240 Effective: June 25, 2010

### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions are applicable to this rate sheet:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

**Account** - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

**Account Code** - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

**Aggregator** - Any person, business, firm, entity, etc. that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using the services of Public Communications Network

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Business Customer** - For the purpose of this rate sheet, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

**Collect Call** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission** - The Texas Public Utilities Commission.

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

Company - WiMacTel, Inc. d/b/a Intellicall Operator Services, unless stated otherwise.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

**Credit Card** - A billing convenience whereby the End User may bill charges for a call to an authorized national bank charge card such as VISA, MasterCard or American Express. Terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

**Customer** - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this rate sheet. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

**Customer Dialed Calling Card** - A service whereby the Customer dials all of the digits necessary to route and bill the call to a valid non-WiMacTel calling card or credit card.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

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

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**LEC** - Local Exchange Company

**Operator Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Residential Customer** - For the purpose of this rate sheet, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

**Switched Access** - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

**Telco Card** - A billing convenience whereby the End User may bill the charges for a call to an approved Company-issued calling card. The terms and conditions of the local Company will apply to payment arrangements. Also referred to as a Calling Card.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Texas PUC - The Texas Public Utilities Commission.

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

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Time and Charges** - A service whereby the Company Operator monitors the start and stop time of call and conveys the resulting charges to the calling party or Aggregator for the purposes of on-site payment or call accounting.

WiMacTel - Used throughout this rate sheet to mean WiMacTel, Inc. unless clearly indicated otherwise by the text.

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### **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of WiMacTel, Inc.

The Company's services and equipment are furnished to End Users for communications within the United States under terms of this tariff. The Company's services and equipment are available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this rate sheet for the Customer in accordance with the terms and conditions set forth in this rate sheet. The Company may act as the Aggregator's agent for ordering access connection facilities provided by carriers or entities, when authorized underlying carrier. The Aggregator shall be responsible for all charges due for such service arrangement.

#### 2.2 Use of Service

- **2.2.1** Service may be used for any lawful purpose for which it is technically suited.
- **2.2.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- **2.2.3** Recording of telephone conversations of service provided by the Company under this rate sheet is prohibited except as authorized by applicable federal, state and local laws.

### 2.3 Limitations of Service

- **2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this rate sheet. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this rate sheet.
- **2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this rate sheet), or when service is used in violation of provisions of this rate sheet or the law.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this rate sheet, shall not be liable for errors in transmission or for failure to establish connections.
- **2.3.4** The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- **2.3.5** The Company reserves the right to refuse to process Travel Card billed calls when authorization for use of the card cannot be validated.
- **2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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# 2.3 Limitations of Service, (Cont'd.)

**2.3.7** Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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### 2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this rate sheet shall apply to all such permitted transferees or assignees, as well as all conditions of service.

#### 2.5 Liabilities of Company

- **2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this rate sheet (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- **2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.
- **2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

### 2.5 Liabilities of Company, (Cont'd.)

- **2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- **2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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### 2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- **2.6.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- **2.6.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- **2.6.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

#### 2.7 Taxes

- **2.7.1** For all other calls, all state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- **2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- **2.7.3** 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 (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

### 2.8 Pay Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the 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.

The 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.

Maximum Rate per Call

\$0.60

### 2.10 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 applicable rules and regulations of the Federal Communications Commission, including, but not limited to Part 68. In addition, equipment must comply with the generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are endorsed by the Federal Communications Commission.

#### 2.9 Installation

No installation is required at the Customer's Premises 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 authorized to request or to change service.

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#### 2.11 Payment for Service

- **2.11.1** Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) applies to the any unpaid and past due balance. The late fee begins to accrue on the 30th day after the billing date. 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, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- **2.11.2** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. 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.
- **2.11.3** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

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

- **2.11.4** The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- **2.11.5** 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. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise.

#### 2.11.6 Consumer Refunds

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

#### A. Direct Refund

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

### **B.** Refund Balance Card

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

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### 2.12 Deposits

- **2.12.1** The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this rate sheet, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- **2.12.2** The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

#### 2.13 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

#### 2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this rate sheet. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted.

### 2.15 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this rate sheet.

**2.15.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. WiMacTel will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

### 2.15.2 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

#### 2.15.3 Cancellation by the Company

- (A) For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- (B) For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

#### 2.15 Discontinuance and Restoration of Service, (Cont'd.)

#### 2.15.3 Cancellation by the Company, (cont'd.)

- (C) For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- (D) For violation of law or this rate sheet: Except as provided elsewhere in this rate sheet, the Customer shall be subject to discontinuance of service, without notice, for any violation of terms of this rate sheet, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- (E) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

### 2.15 Discontinuance and Restoration of Service, (Cont'd.)

#### 2.15.3 Cancellation by the Company, (cont'd.)

(F) For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate termination of service without notice.

#### 2.15.4 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

### 2.16 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's rate sheets, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable rate sheets of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other rate sheet provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer.

#### 2.17 Interconnection

- **2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- **2.17.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this rate sheet and the other common carrier's rate sheets.

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#### 2.17 Interconnection, (Cont'd.)

**2.17.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

#### 2.18 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

#### 2.19 Minimum Service Period

The minimum service period is one month (30 days), unless otherwise specified by rate sheet or contract.

## 2.20 Local Charges and Cellular Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to cellular company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

#### 2.21 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.

#### 2.22 Other Rules

- **2.22.1** WiMacTel reserves the right to validate the credit worthiness of Customers through available verification procedures. Where a travel card code cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- **2.22.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Texas PUC.

### 2.23 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.

### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

## 3.1 General

The Company provides telecommunications services between locations within State of Texas. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.

Service is offered to locations served with equal access end offices. The Company's service is available twenty-four hours per day, seven days a week.

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### **3.2** Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate 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 applicable rate centers as defined by Telcordia in the following manner:

- **Step 1:** Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.
- **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 rate centers of the call.

### Formula:

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

#### 3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- **3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- **3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.
- **3.3.3** Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this rate sheet.
- **3.3.4** Calls are measured and billed in one minute increments unless otherwise indicated in this rate sheet. Any partial minute is rounded up to a full minute.
- **3.3.5** There is no billing applied for incomplete calls.

## **3.4** Time-Of-Day Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

Day Rate Period	8:00 AM to 5:00 PM Monday through Friday		
Evening Rate Period	5:00 PM to 11:00 PM Sunday through Friday		
Night/Weekend Rate Period	11:00 PM to 8:00 AM Monday through Friday;all day Saturday and Sunday until 5:00 PM		
* to, but not including			

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

#### **Other Rate Periods**

Peak:	Daytime Rate Period, per above.
	All other days and hours which are not included in Daytime Rate Period above.

#### **3.5** Directory Assistance

#### **3.5.1** 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

#### 3.5.2 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

Issued: June 24, 2010

#### **3.6 WiMacTel Operator Services**

A service provided to host locations for use by transient End users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this Tariff to Aggregators throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in the United States.

Calls are measured as described in Sections in this tariff and rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges apply.

### **3.6.1 Operator Service Call Types**

**Credit Card** - A service whereby the End User placing the call bills the call to a commercial credit card, such as Mastercard, VISA, American Express or Diners Club

**Telco Card** - A service whereby the End User placing the calls bills the call to a Telephone Company issued Calling Card, with or without Operator Assistance.

**Operator Station** - A service whereby the End User places a station to station call which is billed via credit card, calling, card, collect or third party with the assistance of an operator (live or automated)

**Person-to-Person** - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, of office to be reached through a PBX attendant. A Person-to-Person call may be billed to the called party, a third number, a credit card or a calling card.

**Time and Charges** - A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

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Issued By:

Effective: June 25, 2010

# 3.6 WiMacTel Operator Services, (Cont'd.)

## 3.6.2 WiMacTel Operator Service Base Plan

## A. Usage Rates – IntraLATA/InterLATA

		Each Add'l
Miles	Initial Min.	Min.
0 -17	0.2975	0.2625
18 - 22	0.3150	0.2975
23 - 66	0.3325	0.3150
67 - 124	0.3675	0.3500
125 - 292	0.4025	0.3850
293 - over	0.4200	0.4025

## **B** Per Call Services Charges:

	Live	Auto
Automated Calling Card:	\$2.50	\$2.50
Collect (Station to Station):	\$3.75	\$3.75
3 <sup>rd</sup> Party	\$3.75	\$3.75
Person to Person:	\$4.50	\$4.50
Credit Card	\$2.50	\$2.50
Surcharges		
Premise Imposed Fee	\$1.00	

Billing: 1 Minute Increments

Issued: April 10, 2012

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Effective: April 10, 2012

#### 3.6 WiMacTel Operator Services, (Cont'd.)

## 3.6.3 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

Miles	Initial Min.	Each Add'l Min.
0 -17	\$0.2975	\$0.2625
18 - 22	\$0.3150	\$0.2975
23 - 66	\$0.3325	\$0.3150
67 - 124	\$0.3675	\$0.3500
125 - 292	\$0.4025	\$0.3850
293 - over	\$0.4200	\$0.4025

### **B.** Operator Connect Charges

	<b>Automated</b>	<b>Operator Assisted</b>	
Calling Card	\$2.50	\$3.75	
Collect	\$3.75	\$3.75	
3rd Party	\$3.75	\$3.75	
Person to Person	\$4.50	\$4.50	
Credit Card	\$2.50	\$3.75	
Other Surcharges:			
Pay Phone Surcharge	\$0.56		
Non Subscriber Fee	\$3.50		
PIF	\$1.00		
Network Infrastructure Fee	\$1.00		
CCR	See Section 5.4		<b>(T)</b>
Regulatory Compliance Fee	\$1.50		
PCI	\$0.00		
Bill Statement Fee	See Section 5.2		<b>(T)</b>

(N)

(N)

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.6 WiMacTel Operator Services, (Cont'd.)

## 3.6.4 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

Miles	Initial Min.	Each Add'l Min.
0 -17	\$0.2975	\$0.2625
18 - 22	\$0.3150	\$0.2975
23 - 66	\$0.3325	\$0.3150
67 - 124	\$0.3675	\$0.3500
125 - 292	\$0.4025	\$0.3850
293 - over	\$0.4200	\$0.4025

#### **B.** Operator Connect Charges

	<b>Automated</b>	<b>Operator Assisted</b>
Calling Card	\$2.50	\$3.75
Collect	\$3.75	\$3.75
3rd Party	\$3.75	\$3.75
Person to Person	\$4.50	\$4.50
Credit Card	\$2.50	\$3.75
Other Surcharges:		
Pay Phone Surcharge	\$0.56	
Non Subscriber Fee	\$3.50	
PIF	\$1.00	
Network Infrastructure Fee	\$1.00	
CCR	See Section 5.4	
Regulatory Compliance Fee	\$1.50	
PCI	\$0.00	
Bill Statement Fee	See Section 5.2	

(N)

(N)

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.6 WiMacTel Operator Services, (Cont'd.)

## **3.6.4 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

Miles	Initial Min.	Each Add'l Min.
0 -17	\$0.2975	\$0.2625
18 - 22	\$0.3150	\$0.2975
23 - 66	\$0.3325	\$0.3150
67 - 124	\$0.3675	\$0.3500
125 - 292	\$0.4025	\$0.3850
293 - over	\$0.4200	\$0.4025

#### **B.** Operator Connect Charges

	<b>Automated</b>	<b>Operator Assisted</b>
Calling Card	\$2.50	\$3.75
Collect	\$3.75	\$3.75
3rd Party	\$3.75	\$3.75
Person to Person	\$4.50	\$4.50
Credit Card	\$2.50	\$3.75
Other Surcharges:		
Pay Phone Surcharge	\$0.56	
Non Subscriber Fee	\$3.50	
PIF	\$1.00	
Network Infrastructure Fee	\$1.00	
CCR	See Section 5.4	
Regulatory Compliance Fee	\$1.50	
PCI	\$0.00	
Bill Statement Fee	See Section 5.2	

#### 3.7 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.

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

### 3.8 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.

#### 3.8.1 Usage Rates

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

#### **3.8.2 Operator Connect Charges**

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

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#### **3.9 800 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.

#### 3.9.1 Rate Plan

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

#### **3.9.2** Operator Connect Charges

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

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

### **3.10** WiMacTel Payphone Services, (Cont'd.)

## 3.10.1 Payphone Plan 1

Payphone Plan 1 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

Miles	Initial 3 Mins.	Each Add'l Min.
0 -17	\$0.8925	\$0.2625
18 - 22	\$0.9450	\$0.2975
23 - 66	\$0.9975	\$0.3150
67 - 124	\$1.1025	\$0.3500
125 - 292	\$1.2075	\$0.3850
293 - over	\$1.2600	\$0.4025

#### **B.** Operator Connect Charges

	<b>Automated</b>	<b>Operator Assisted</b>
Calling Card	\$2.50	\$3.75
Collect	\$3.75	\$3.75
3rd Party	\$3.75	\$3.75
Person to Person	\$4.50	\$4.50
Credit Card	\$2.50	\$3.75
Other Surcharges:		
Pay Phone Surcharge	\$0.56	
Non Subscriber Fee	\$3.50	
PIF	\$1.00	
Network Infrastructure Fee	\$1.00	
CCR	See Section 5.4	
Regulatory Compliance Fee	\$1.50	
PCI	\$0.00	
Bill Statement Fee	See Section 5.2	

Issued By:

(N)

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

### **3.6** WiMacTel Payphone Services, (Cont'd.)

## 3.10.2 Payphone Plan 2

Payphone Plan 2 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 one minute increment.

## A. Usage Rates

Miles	Initial 3 Mins.	Each Add'l 3 Mins.
0 -17	\$0.8925	\$0.7875
18 - 22	\$0.9450	\$0.8925
23 - 66	\$0.9975	\$0.9450
67 - 124	\$1.1025	\$1.0500
125 - 292	\$1.2075	\$1.1550
293 - over	\$1.2600	\$1.2075

#### **B.** Operator Connect Charges

	<b>Automated</b>	<b>Operator Assisted</b>
Calling Card	\$2.50	\$3.75
Collect	\$3.75	\$3.75
3rd Party	\$3.75	\$3.75
Person to Person	\$4.50	\$4.50
Credit Card	\$2.50	\$3.75
Other Surcharges:		
Pay Phone Surcharge	\$0.56	
Non Subscriber Fee	\$3.50	
PIF	\$1.00	
Network Infrastructure Fee	\$1.00	
CCR	See Section 5.4	
Regulatory Compliance Fee	\$1.50	
PCI	\$0.00	
Bill Statement Fee	See Section 5.2	

Issued By:

#### 3.11 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.

#### 3.11.1 Usage Rates

Miles	Initial Min.	Each Add'l Min.
0 -17	\$0.2975	\$0.2625
18 - 22	\$0.3150	\$0.2975
23 - 66	\$0.3325	\$0.3150
67 - 124	\$0.3675	\$0.3500
125 - 292	\$0.4025	\$0.3850
293 - over	\$0.4200	\$0.4025

#### **3.11.2** Operator Connect Charges

	Automated	Operator Assisted
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	

Issued: October 8, 2012

Issued By:

James MacKenzie, CEO 2225 East Bayshore Road, Suite 200 Palo Alto, CA 94303 Effective: October 8, 2012

(N)

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### **SECTION 4 - PROMOTIONS**

### 4.1 **Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

#### 4.2 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.

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Issued By:

James MacKenzie, CEO 1882 Porter Lake Drive, Suite 101 Sarasota, FL 34240 Effective: June 25, 2010

### SECTION 5 – MISCELLANEOUS SERVICES

#### 5.1 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

#### 5.2 Bill Statement Fee

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

Per Month Charge: \$2.99 (I)

#### 5.3 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

(N)

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### SECTION 5 – MISCELLANEOUS SERVICES, (CONT'D.)

## 5.4 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

## 5.5 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

Effective: November 18, 2011

Issued: November 18, 2011

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