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Virginia Pricing Guide
Original Page 1

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VIRGINIA
INTEREXCHANGE TELECOMMUNICATIONS PRICING GUIDE
OF
WiMacTel, Inc.

This Pricing Guide contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications, including operator assisted services, by WiMacTel, Inc. within the State of Virginia. This Pricing Guide is on file with the Virginia Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

CHECK SHEET

Pages of this Pricing Guide, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Pricing Guide and are currently in effect as of the date on the bottom of this page.

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APPLICATION OF PRICING GUIDE

The regulations, rules and conditions set forth in this Pricing Guide apply to the provision of intrastate public telecommunications services furnished within the State of Virginia by WiMacTel, Inc. subject to the jurisdiction of the Virginia Public Service Commission.

SYMBOLS

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

- (C)** - To signify a changed listing, rule or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including a listing, rate, rule or condition.
- (I)** - To signify an increase in rates or charges.
- (L)** - To signify material relocated from or to another part of this Pricing Guide with no change in text, rate, rule or condition.
- (N)** - To signify new material, including a listing, rate, rule or condition.
- (R)** - To signify a reduction in rates or charges.
- (T)** - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X)** - To signify a correction or reissued matter.

PRICING GUIDE FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the Pricing Guide. 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. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current posted sheet. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When the Pricing Guide is updated; an updated Check Sheet will be revised as well with the posting. The Check Sheet lists the sheets contained in the Pricing Guide, 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.)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Pricing Guide, 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 Pricing Guide.

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 Traveler 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 Traveler 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.

WiMacTel - WiMacTel, Inc., the issuer of this Pricing Guide.

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

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

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

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

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 Pricing Guide.

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.

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

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 Virginia.

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.

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 Pricing Guide 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 interLATA 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.

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

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 which 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.

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.

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

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 provider 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 Virginia Public Service Commission to be providing operator services.

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that WiMacTel communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

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.

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

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, make 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.

VCC - Virginia Public Service Commission.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company offers operator assisted service to transient end users for calls originating and terminating partially or wholly within the State of Virginia, using the Company's network configuration. All services are provided subject to the terms and conditions set forth in this Pricing Guide. In the event of a conflict between a contract entered into by the Company and this Pricing Guide, the terms of this Pricing Guide 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 Pricing Guide.
- 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 Pricing Guide, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this Pricing Guide are directly or indirectly controlled by WiMacTel and the Customer may not transfer or assign the use of service or facilities without the 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 Pricing Guide shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

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

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

2.4 Liabilities of Company, (Cont'd.)

- 2.4.4** WiMacTel is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** WiMacTel shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

- (a) For all services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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

2.8 Payment for Service

2.8.1 Billing and Credit Regulations

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

2.8.2 Payment for Service

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

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by WiMacTel or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, WiMacTel will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to WiMacTel for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4 herein.
- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this Pricing Guide.

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

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service, (Cont'd.)

- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (J) In the event the Company must employ the services of attorneys for collection of charges due under this Pricing Guide or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) WiMacTel will not bill for unanswered calls in areas where Equal Access is available, nor will WiMacTel knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, WiMacTel will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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

2.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Pricing Guide or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

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. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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

2.13 Denial of Access to Service by the Company

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

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this Pricing Guide governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to WiMacTel operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

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

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

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstatement of Service

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

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 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. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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

2.19 Responsibilities of Aggregators

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

2.19.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,

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

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

2.19.3 WiMacTel shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if WiMacTel reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Operator Consumer Services Improvement Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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

2.20 Responsibilities of the Subscriber

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with Pricing Guide regulations, and for ensuring that Authorized Users comply with Pricing Guide regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by WiMacTel on the Subscriber's behalf.
- 2.20.3** If required for the provision of WiMacTel's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to WiMacTel.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and WiMacTel when required for WiMacTel personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of WiMacTel's Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with WiMacTel's facilities or services, that the signals emitted into WiMacTel's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

2.20 Responsibilities of the Subscriber, (Cont'd.)

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to WiMacTel's equipment, personnel, or the quality of Service to other Subscribers or Customers, WiMacTel may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, WiMacTel may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay WiMacTel for replacement or repair of damage to the equipment or facilities of WiMacTel caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of WiMacTel's equipment installed at Subscriber's premises.

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

2.21 Responsibilities of Authorized Users

- 2.21.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this Pricing Guide as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3 The Authorized User is responsible for providing WiMacTel with a valid method of billing for each call. WiMacTel reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or WiMacTel may refuse to place the call.

2.23 Other

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

WiMacTel, Inc. offers operator assisted services to transient end users throughout the state of Virginia. All WiMacTel services are available 24 hours a day, seven days a week.

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

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

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 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 Pricing Guide.
- 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.

SECTION 3 - DESCRIPTION OF SERVICE 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 determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8 AM-5 PM) begins with the first stated hour (8 AM) and continues to, but does not include, the second stated hour (5 PM). 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 - DESCRIPTION OF SERVICE 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 interLATA direct dialed and operator assisted calls.

SECTION 3 - DESCRIPTION OF SERVICE 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, 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 serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the 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 - DESCRIPTION OF SERVICE 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 - DESCRIPTION OF SERVICE 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.

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

3.5 Operator Services, (Cont'd.)

3.5.4 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.

A 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.

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

3.5 Operator Services, (Cont'd.)

3.5.5 Pay Telephone Surcharge

Operator Assisted calls originating from a public payphone will be charged the Pay Telephone Surcharge listed below.

Rate per call \$0.69

3.5.6 WiMacTel Operator Service Base Plan

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

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
Surcharges		
Premise Imposed Fee	\$5.00	

Billing: 1 Minute Increments

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

3.5 Operator Services, (Cont'd.)

3.5.7 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
Surcharges		
Premise Imposed Fee	\$5.00	

Billing: 3 Minute Increments

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

3.5 Operator Services, (Cont'd.)

3.5.8 OSP Option A

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

A. Usage Rates

	Initial 3 Minutes	Each Additional Minute
Per Call Rate	\$4.47	\$1.49

B. Operator Connect Charges

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

Other Surcharges:

Pay Phone Surcharge	\$0.60 (I)
Non Subscriber Fee	See Section 2.1
PIF	\$7.00 (I)
Network Infrastructure Fee	See Section 2.5
CCR	See Section 2.4
Regulatory Compliance Fee	See Section 2.3
PCI	\$0.00
Bill Statement Fee	See Section 2.2

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

3.5 Operator Services, (Cont'd.)

3.5.9 OSP Option C

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

A. Usage Rates

	Initial 3 Minutes	Each Additional Minute
Per Call Rate	\$4.92	\$1.64

B. Operator Connect Charges

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

Other Surcharges:

Pay Phone Surcharge	\$0.56
Non Subscriber Fee	See Section 4.4
PIF	\$3.00
Network Infrastructure Fee	See Section 4.8
CCR	See Section 4.7
Regulatory Compliance Fee	See Section 4.6
Bill Statement Fee	See Section 4.5

(N)

(N)

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

3.5 Operator Services, (Cont'd.)

3.5.10 RATE PLAN ILDA5

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

A. Usage Rates

	Initial 3 Minutes	Each Additional Minute
Per Call Rate	\$6.705	\$2.235

B. Operator Connect Charges

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

Other Surcharges:

Pay Phone Surcharge	\$0.60
Non Subscriber Fee	See Section 2.1
PIF	\$7.00
Network Infrastructure Fee	See Section 2.5
CCR	See Section 2.4
Regulatory Compliance Fee	See Section 2.3
PCI	\$0.00
Bill Statement Fee	See Section 2.2

(N)

(N)

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

3.5 Operator Services, (Cont'd.)

3.5.11 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	\$1.49	\$1.49

B. Operator Connect Charges

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

Other Surcharges:

Pay Phone Surcharge	\$0.60
Non Subscriber Fee	See Section 2.1
PIF	\$7.00
Network Infrastructure Fee	See Section 2.5
CCR	See Section 2.4
Regulatory Compliance Fee	See Section 2.3
PCI	\$0.00
Bill Statement Fee	See Section 2.2

(N)

(N)

SECTION 3 - DESCRIPTION OF SERVICE 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
PIF	\$ 5.00	

SECTION 3 - DESCRIPTION OF SERVICE 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.

3.7.2 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
Premise Imposed Fee:	\$5.00	

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

3.8 1-800-ALOHA-00

(N)

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

3.8.1 Usage Rates

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

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

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

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

3.8.2 Operator Connect Charges

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

(N)

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

4.1.1

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
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4.1.2 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
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SECTION 4 - MISCELLANEOUS SERVICES

4.2 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.3 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 Pricing Guide and pursuant to Virginia law and Commission regulations.

4.4 Non – Subscriber Fee

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

Rate Per Call: \$3.50

4.5 Bill Statement Fee

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

Per Month Charge: \$2.99 (I)

4.6 Regulatory Compliance Fee

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

Rate Per Call: \$1.50

SECTION 4 - MISCELLANEOUS SERVICES

4.7 Carrier Cost Recovery

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

Carrier Cost Recovery Fee	\$2.50
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4.8 Network Infrastructure Fee

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

Network Infrastructure Fee	\$1.00
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