

**WIMACTEL, INC.**

New Mexico Tariff No. 1  
Original Title Page

TEL: (888) 476-0881

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**WIMACTEL, INC.**

**NON-FACILITIES BASED RESOLD INTRASTATE  
LONG DISTANCE TELECOMMUNICATIONS TARIFF**

filed with the  
New Mexico Public Regulation Commission

This tariff is on file with the Utility Division of the New Mexico Public Regulation Commission, 224 East Palace Avenue, Santa Fe, New Mexico 87501. Copies may also be inspected during regular business hours at the Company's place of business.

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Issued: September 8, 2010

Effective: September 8, 2010

Issued By:

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**CHECK SHEET**

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

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
Title	Original		20	Original			
1	Original		21	Original			
2	5 <sup>th</sup> Rev.	*	22	1 <sup>st</sup> Rev.			
3	Original		22.1	Original			
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7	Original		23.3	Original	*		
8	Original		23.4	Original	*		
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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of non-facilities based resold intrastate telecommunications services furnished within the state of New Mexico by WIMACTEL, INC., subject to the jurisdiction of the New Mexico Public Regulation Commission.

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### 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 deleted material, including a listing, rate, rule or condition.
- (I) - To signify a change in rates or charges resulting in an increase to a customer's bill.
- (L) - To signify material relocated from or to another party of this Tariff 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 change in rates or charges resulting in a reduction to a customer's bill.
- (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.

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### TARIFF FORMAT

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the New Mexico Public Regulation Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated underlying carrier's point of presence or network switching center.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**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.

**Calling Card** - A billing convenience whereby the End User may bill the charges for a call to an approved local exchange company-issued Calling Card. The terms and conditions of the local exchange company shall apply to payment arrangements.

**Collect** - 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 responsibility for the charges.

**Company** - WIMACTEL, INC., unless stated otherwise.

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

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

## SECTION 1 - DEFINITIONS

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**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.

**LATA** - Local Area of Transport and Access.

**WiMacTel** - Refers to WIMACTEL, INC.

**NMPRC** - Refers to the New Mexico Public Regulation Commission.

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

**Special Access** - See Dedicated Access.

**Switched Access** - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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

**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.

**Travel Card** - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

**WiMacTel** - Refers to WIMACTEL, INC.



## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of WIMACTEL, INC.

WiMacTel's services and facilities are furnished for communications originating at specified points within the state of New Mexico under terms of this tariff.

WiMacTel installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

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.

### 2.2 Limitations

**2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, appropriate billing and collection agreements, and subject to the provisions of this tariff.

**2.2.2** WiMacTel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, 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.

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

**2.2 Limitations, (Cont'd.)**

**2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by WiMacTel and the Customer may not transfer or assign the use of service or facilities without the 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.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

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

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

**2.4 Liabilities of the Company**

- 2.4.1** The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.14.
- 2.4.2** In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- 2.4.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.4** The Company shall be indemnified and held harmless by the Customer against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and

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

**2.4 Liabilities of the Company, (cont'd.)**

**2.4.4 (cont'd.)**

- (B) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
- (C) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

**2.4.5** The Company will make no refund of overpayment by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

**2.4.6** The above language in Sections 2.4 (and any and all language which appears in this tariff addressing liability of WiMacTel or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

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

**2.5 Deposits**

The Company does not require deposits of Customers.

**2.6 Advance Payments**

The Company does not require advance payments of Customers.

**2.7 Taxes**

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

**2.8 Terminal Equipment**

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

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

**2.9 Installation and Termination**

Installation charges for some service is required. Certain service may require advance notification of the Company by the Customer in order to identify the originating line for special billing programs.

**2.10 Payment for Service**

**2.10.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by WiMacTel Corporation. All charges due by 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.

**2.10.2** Customers are billed directly by the company and are subject to the payment regulations applicable to this tariff which are approved by the NMPRC.

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

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

**2.10.3** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one percent (1.0%) unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

**2.10.4** 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 as a result of the Customer's intentional or negligent disclosure of the authorization code.

**2.10.5 Consumer Refunds**

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

**A. Direct Refund**

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

**B. Refund Balance Card**

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

(N)

(N)

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

**2.11 Other Rules**

**2.11.1** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the New Mexico Public Regulation Commission.

**2.12 Interconnection**

Service furnished by WiMacTel may be connected with the services or facilities of other carriers. The Subscriber is responsible for all charges billed by other carriers for use in connection with WiMacTel's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

**2.13 Refusal or Discontinuance by Company**

WiMacTel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer or Subscriber shall be given fifteen (15) days notice to comply with any rule or remedy and deficiency.

**2.13.1** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

**2.13.2** For noncompliance with or violation of Department regulation or WiMacTel's rules and regulations on file with the Department, provided five (5) days written notice is given before termination.

**2.13.3** For nonpayment of bills, provided that suspension or termination of service shall not be made without ten (10) business days written notice to the Customer, except in extreme cases.



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

**2.13 Refusal or Discontinuance by Company, (Cont'd.)**

**2.13.4** Without notice\* in the event of Subscriber or Customer use of equipment in such a manner as to adversely affect WiMacTel's equipment or service to others.

**2.13.5** Without notice\* in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, WiMacTel may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

**2.13.6** Without notice\* by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

**2.13.7** With notice for periods of inactivity over sixty (60) days.

**2.14 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer or Subscriber to notify the Carrier immediately of any interruption in service for which a credit allowance is desired by 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 Subscriber or Customer and connected to Carrier's terminal.

\* - Customers will be provided written notice stating the reason for the discontinuance within a reasonable time after the suspension or termination of customer's service.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Inspection, Testing and Adjustment**

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

**2.16 Cancellation by Customer**

The Customer may cancel service at any time by providing the company with thirty (30) days written notice of discontinuation of service.

**2.17 800 Numbers**

**2.17.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.17.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g., "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.17.3** 800 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in Section 2.17.2, the Company will only honor Customer requests for change in Resp Org or 800 service provider for 800 numbers dedicated to the sole use of that single Customer.

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

**2.18 Pay Telephone Surcharge**

(N)

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

- (A) Calls placed using the Company's Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.
- (B) Calls placed using the Company's Preferred Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.
- (C) Calls placed using the Company's complex voice long distance calling card. Surcharges will be charged to the Customer's calling card.
- (D) Calls placed to a WiMacTel Toll-Free service. Surcharges will be billed to the Toll-Free service Customer rather than the party originating the call.

(N)

**2.18.2 Pay Telephone Surcharge**

(M)

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

Rate Per Call:	\$0.69
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(M)

*Material on this page was formerly found on page 22.*

**SECTION 3 - DESCRIPTION OF SERVICES & RATES**

**3.1 General**

WiMacTel provides direct dialed (1+), inbound "800" and travel card service for communications originating and terminating within the State of New Mexico under terms of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)****3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the WiMacTel network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

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 BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. 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 locations of the call.

**Formula =**

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

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.3 Timing of Calls**

- 3.3.1** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and the called station are connected.
- 3.3.2** Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic timing equipment in the telephone network.
- 3.3.3** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is eighteen (18) seconds.
- 3.3.4** Unless otherwise specified in this tariff, usage is measured and rounded in six (6) second increments for billing purposes.
- 3.3.5** The Company shall not bill for unanswered calls.

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)****3.4 Rate Periods**

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

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 AM to 5:00 PM	Daytime Rate Period/Peak						Eve Off Peak
5:00 PM to 11:00PM	Evening Rate Period/Off Peak						
11:00 PM to 8:00 AM	Night/Weekend Period/Off Peak						

\* 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.

Some products within this tariff use a Peak and Off-Peak time of day structure. The following time-of-day and day-of-week rate periods are applicable to these products.

Peak 8:00 AM, to but not including, 5:00 PM Monday through Friday.

Off-Peak All other times not listed in Peak above.

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.5 Operator Assisted Service**

The Company provides the Customer operator assisted services to aggregator locations on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

The use of the Company's operator services allows the Customer to select from the special call handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (i.e. operator dialed, collect, third party billed, credit card billed or customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

(M)  
|  
|  
|  
|  
(M)

*Material formerly found on this page is now found on page 17.1.*



**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.5 Operator Assisted Service, (Cont'd.)**

**3.5.1 WiMacTel Operator Services**

(N)

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.

(N)

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.5 Operator Assisted Service, (Cont'd.) (T)**

**3.5.2 WiMacTel Operator Service Base Plan**

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

**A. Usage Rates – IntraLATA/InterLATA**

Miles	Day		Evening		Night		(T)   (T) (I)
	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	(I)         (I)
Automated Calling Card:	\$10.98	\$12.49	
Collect (Station to Station):	\$11.49	\$12.49	
3 <sup>rd</sup> Party	\$11.98	\$14.98	
Person to Person:	\$17.49	\$17.49	
Credit Card	\$10.98	\$12.49	

**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.5 Operator Assisted Service, (Cont'd.)**

**3.5.3 WiMacTel Operator Service Plan 3M**

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

**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 <sup>rd</sup> Party	\$11.98	\$14.98
Person to Person:	\$17.49	\$17.49
Credit Card	\$10.98	\$12.49

Surcharges

Premise Imposed Fee	\$5.00
---------------------	--------

Billing: 3 Minute Increments

(N)

(N)

**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)****3.5 Operator Assisted Service, (Cont'd.)****3.5.4 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**

	<b>Initial 3 Minutes</b>	<b>Each Additional Minute</b>
Per Call Rate	\$2.82 (I)	\$0.94 (I)

**B. Operator Connect Charges**

	<u><b>Automated</b></u>	<u><b>Operator Assisted</b></u>
Calling Card	\$7.50 (I)	\$10.49 (I)
Collect	\$7.69 (I)	\$11.49 (I)
3rd Party	\$7.99 (I)	\$13.50 (I)
Person to Person	\$15.49 (I)	\$15.49 (I)
Credit Card	\$7.50 (I)	\$10.49 (I)

**Other Surcharges:**

Pay Phone Surcharge	\$0.60 (I)
Non Subscriber Fee	\$3.50
PIF	\$7.00 (I)
Network Infrastructure Fee	\$1.00
CCR	\$2.50 (I)
Regulatory Compliance Fee	\$1.50 (I)
PCI	\$0.00
Bill Statement Fee	\$2.99 (I)

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.5 Operator Assisted Service, (Cont'd.)**

**3.5.5 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**

	<b>Initial 1 Minute</b>	<b>Each Additional Minute</b>
Per Call Rate	\$1.49	\$1.49

**B. Operator Connect Charges**

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

**Other Surcharges:**

Pay Phone Surcharge	\$0.60
Non Subscriber Fee	\$3.50
PIF	\$7.00
Network Infrastructure Fee	\$1.00
CCR	\$2.50
Regulatory Compliance Fee	\$1.50
PCI	\$0.00
Bill Statement Fee	\$2.99

(N)

(N)

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.5 Operator Assisted Service, (Cont'd.)**

**3.5.6 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**

	<b>Initial 1 Minute</b>	<b>Each Additional Minute</b>
Per Call Rate	\$1.49	\$1.49

**B. Operator Connect Charges**

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

**Other Surcharges:**

Pay Phone Surcharge	\$0.60
Non Subscriber Fee	\$3.50
PIF	\$7.00
Network Infrastructure Fee	\$1.00
CCR	\$2.50
Regulatory Compliance Fee	\$1.50
PCI	\$0.00
Bill Statement Fee	\$2.99

(N)

(N)

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)****3.6 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.

**3.6.1 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.

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

**(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.

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

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)****3.7 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.

**3.7.1 Usage Rates**

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

**3.7.2 Operator Connect Charges**

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

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(N)

(N)



**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.8 800 Call Plan 1**

(N)

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.

**3.8.1 Rate Plan**

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

**3.8.2 Operator Connect Charges**

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

(N)

**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.9 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.

**3.9.1 Usage Rates**

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

	Initial Minute	Each Additional Minute
Per Call Rate	\$0.79	\$0.79

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

	Initial Minute	Each Additional Minute
Per Call Rate	\$0.79	\$0.79

**3.9.2 Operator Connect Charges**

	<u>Automated</u>	<u>Operator Assisted</u>
Calling Card	\$2.50	\$4.50
Credit Card	\$2.50	\$4.50
Collect	\$5.50	\$6.50
3rd Party	\$5.50	\$6.50
Person to Person	\$9.99	\$8.99
Other Surcharges:		
Pay Phone Surcharge	\$0.56	

(N)

**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Property Imposed Fee**

A Property Imposed fee may be imposed by the Company. The combination of service charges, usage charges and Property Imposed Fee (PIF) may be limited by the Company to comply with rules and orders to insure that the resulting rates and charges are just and reasonable as determined by the Company.

**4.1.1 Location Fees:**

A.	Option A	\$1.00	(T)
B.	Option B	\$1.25	
C.	Option C	\$1.50	
D.	Option D	\$1.75	
E.	Option E	\$2.00	
F.	Option F	\$2.25	
G.	Option G	\$2.50	
H.	Option H	\$2.75	
I.	Option I	\$3.00	
J.	Option J	\$3.50	
K.	Option K	\$4.00	
L.	Option L	\$4.50	
M.	Option M	\$5.00	
N.	Option N	\$7.00	(T,N)

**4.1.2** Additional fees and charges, as described in Section 3, may also apply.

**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 tariff and pursuant to New Mexico law and NMPRC regulations.

**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)****4.4 Directory Assistance****4.4.1 Directory Assistance Service**

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

Directory Assistance, Per Call

Intrastate Directory Assistance \$2.49

**4.4.2 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: \$3.49

**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)****4.5 Non Subscriber Fee – InterLATA & IntraLATA**

A Service charge is applicable to intrastate Operator Station, Person-to-Person or Real Time rated calls billed to all lines that are presubscribed to an interexchange carrier other than WiMacTel, or not presubscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Non-Subscriber Service Charge does not apply to calling card calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; and Customers with disabilities.

Per call charge	\$2.50
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**4.6 Bill Statement Fee**

Customers utilizing the Company's Operator Services will be charged a Bill Statement Fee. This fee will be assessed when the Company bills for its services on the Customer's local telephone bill. One Bill Statement Fee will only apply in months where there is monthly usage.

Bill Statement Fee	\$2.99 (I)
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**SECTION 4 - MISCELLANEOUS SERVICES****4.7 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**4.7.1 Rates**

Busy Line Verification, per request:	\$2.50
Busy Line Interrupt, per request:	\$5.00

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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)****4.9 Carrier Cost Recovery**

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

Carrier Cost Recovery Fee \$2.50

**4.10 Network Infrastructure Fee**

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

Network Infrastructure Fee \$1.00

## **SECTION 5 - PROMOTIONS**

### **5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide the Commission with a five (5) day written notice prior to implementing any promotional offering.

### **5.2 Demonstration of Calls**

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