

***THIS TARIFF REPLACES THE TARIFF No. 1 of ACCESSLINE COMMUNICATIONS CORPORATION, CURRENTLY ON FILE WITH THE COMMISSION***

**TITLE SHEET**

**ALABAMA RESALE TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by AccessLine Communications Corporation (“AccessLine”), d/b/a Voice Telco Services, with principal offices at 3310 146th Place SE, Bellevue, Washington 98007. This tariff applies for services furnished within the State of Alabama. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected, during normal business hours, at the company’s principal place of business.

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

1. Concurring Carriers -None
2. Connecting Carriers -None
3. Other Participating Carriers - None

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ISSUE DATE: December 10, 2014

EFFECTIVE DATE: December 15, 2014

ISSUED BY: Michael B. Fischer, Sr. Vice President, Voice Service Operations

3310 146th Place SE

Bellevue, Washington 98007

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**CHECK SHEET**

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

<u>SHEET</u>	<u>REVISION</u>
1	ORIGINAL
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## TARIFF FORMAT

- A. **Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. **Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. **Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets:** When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current Revision Number. When new 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. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

## SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The AccessLine order process that includes technical, billing and other descriptive information provided by the Customer that allows AccessLine to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by AccessLine, the Application for Service becomes a binding contract between the Customer and AccessLine for the provision and acceptance of 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 Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

Business Hours - The phrase "business hours" means the time after 5:00 A.M. PST and before 6:00 P.M. PST, Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of AccessLine are performed and where a copy of AccessLine's tariff is made available for public inspection. The address of the business office is 3310 146th Place SE, Bellevue, WA 98007.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission - Used throughout this tariff to mean Alabama Public Service Commission.

Company or AccessLine - Used throughout this tariff to mean AccessLine Communications Corporation, d/b/a Voice Telco Services, a Delaware Corporation.



Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Day - The term "day" means 6:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to AccessLine Services.

Holiday - The term "holiday" means 6:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Location - A physical premise to or from which AccessLine provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Non-Business Hours - The phrase "non-business hours" means the time period after 6:00 P.M. and before 5:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

Regular Billing - A standard bill sent in the normal monthly AccessLine billing cycle. This billing consists of one Bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Services - AccessLine's regulated common carrier communications services provided under this Tariff.

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control. Timely Payment - A payment on a Customer's account made on or before the due date.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Alabama.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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

### **2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Alabama. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

### **2.2 Use of Services**

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

- 2.2.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

### **2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays,

errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and - electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or

remove equipment associated with the provision of the Company's services.

- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

## **2.5. Application for Service**

- 2.5.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for AccessLine to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. AccessLine will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.5.2. An Application for Service may be changed by Customer upon written notice to AccessLine, subject to acceptance and confirmation by AccessLine, provided that a charge shall apply to any change when the request is received by AccessLine after notification by AccessLine of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by AccessLine in accommodating each change. The costs incurred by AccessLine will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.5.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by AccessLine shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by AccessLine will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

## **2.6 Cancellation or Interruption of Services**

- 2.6.1 Without incurring liability, upon five (5) working days' defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

- 2.6.1.A For nonpayment of any regulated sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.6.1.B For violation of any of the provisions of this tariff,
- 2.6.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.6.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services:
- 2.6.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.6.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization 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 it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.6.4 If the Customer terminates service, Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

## **2.7 Credit Allowance**

- 2.7.1 Credit may be given for disputed calls, on a per call basis.
- 2.7.2 Credit shall not be issued for unavailability of long distance services.



- 2.7.3 Credit allowance for the interruption of service that is not due to AccessLine's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify AccessLine immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to AccessLine's facilities. An adjustment or refund shall be made:
1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
  2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.
- 2.7.4 If such mistake, omission, interruption, delay, error, or defect in transmission, or failure or defect in facilities occurs and results in a customer remaining out of service for more than 24 hours, then one (1) of the following adjustments shall be made to the customer's bill in the next billing period in which it is practical to do so:
1. If the duration of the outage is less than five (5) days, the appropriate credit shall be the prorated amount of the customer's monthly service rate.
  2. If the duration of the outage is five (5) days or longer, the appropriate credit is the prorated amount of the customer's monthly service rate for the first four (4) days of the outage, plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
- 2.7.5 If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

**2.8 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

**2.9 Deposit**

The Company may require deposits to establish service for a Customer. All deposits will be handled in accordance with Commission Rule 8.

**2.10 Advance Payments**

The Company reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

**2.11 Payment and Billing**

2.11.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. The due date shall be at least 15 days after the billing date. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

2.11.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.11.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company within 30 days after such bills are rendered.

2.11.4 Any disputed charge may be brought to AccessLine's attention by verbal or written notification. In the case of a billing dispute between the

Customer and AccessLine that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by an AccessLine manager. During the period that the disputed amount is under investigation, AccessLine shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, AccessLine may discontinue service. In the event the dispute is not resolved, AccessLine shall inform the customer that the customer has the option to pursue the matter with the Commission.

#### 2.11.5 Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact AccessLine toll free at (877) 357- 0750, or at 3310 146th Place SE, Bellevue, WA 98007.

### 2.12 **Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3310 146th Place, SE  
Bellevue, Washington 98007  
(877) 716- 2540

Any objection to billed charges should be reported promptly to the Company. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days. In the event of a dispute between the customer and the utility respecting any bill, the utility may require the customer to pay the undisputed portion of the bill to avoid discontinuance of service for nonpayment. The utility shall make such investigation as may be appropriate to the particular case and report the result thereof to the customer. In the event the dispute is not reconciled, either party may make application to the Commission for review and disposition of the matter.

Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not

to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

**2.13 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

**2.14 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

**2.15 Late Charge**

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

**2.16 Returned Check Charge**

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.17 Reconnection Charge**

A reconnection fee of twenty-five dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

**2.18 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**2.19 Billing Entity Conditions**

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

### **SECTION 3 - DESCRIPTION OF SERVICES**

#### **3.1 General**

Services offerings that include unlimited Usage are limited to use for standard business voice applications. This includes service offerings providing for unlimited local Usage, unlimited intraLATA Usage and/or unlimited interLATA Usage. No non-standard business use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up internet access, for data and fax type applications and for other similar restricted uses reflected in this tariff is permitted up to a maximum of 1200 minutes within any thirty-day period; any such Usage beyond this threshold shall be presumed to be non-standard business in nature. If, at any time, the Company determines that the Customer's Usage is non-standard business or is not consistent with use for business voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the customer's existing service plan.

The Company will notify the Customer in writing when the previous month's Usage exceeds that normally associated with standard business voice applications. Such written notice will inform the Customer that a higher tier rate will apply if, after two additional months, the Usage remains above Usage thresholds established in the existing service plan. Customers whose excessive Usage levels resulted in a higher rate will, upon request, qualify for the lower-tier rate(s) after three consecutive months of Usage below Usage thresholds established in the existing service plan.

### **3.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.
- 3.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).
- 3.2.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a will be rounded up to the nearest whole cent.

### **3.3 Product Descriptions**

#### 3.3.1 Directory Assistance

3.3.2 Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212 for all listings. A charge will be applicable for each number requested, whether or not the number is listed or published.

#### Emergency Call Handling Procedures

Emergency “911” calls are not routed, but are completed through the local network at no charge.

#### 3.3.3 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations, per section 5.

#### 3.3.4 SmartConference – Conference Calling

SmartConference offers Reserved Conferencing that is configured by the user for up to 100 callers via an easy-to-use web screen. Other features:

Call in Number

Toll Free Access

#### Conference Scheduling

Start Date-The ability to set the date, up to 1 year in advance, on which the conference will take place.

Start Time-The ability to set the time the conference call will begin.

Duration-The ability to set how long the conference will last.

#### Scheduled Conference Size

Maximum Size-One Hundred (100) Callers.



Speaking Participants-The maximum number of speaking participants is 25. The other 75 can list to the Conference Call.

#### Early Arrival

Green Room w/Hold Music-A feature, which allows guests who call in early to wait and listen to hold music until the host joins.

Green Room w/Open Conferencing-A feature, which allows guests who call in early to talk with each other until the host joins.

#### Host/Guest Codes

Multiple Host/Guest Codes-The ability to create different combinations of host and guest codes for multiple conference calls.

#### Host Controls

Continue Until Scheduled End-The ability, once the host disconnects, to continue the conference call until it is scheduled to end.

Continue for 5 Minutes-The ability to allow the conference call to continue for 5 minutes after the host disconnects.

Return Guest to Green Room-The ability, once the host disconnects, to automatically return the guests to the green room until the host reconnects.

End Conference Call-The ability to end the conference call when the host disconnects.

#### Conference ID

Conference ID-The ability to specifically create a name for a reserved or reoccurring conference via the web.

#### Conference Recording

Conference Recording-The ability to specifically record the entirety of the conference, store and listen via the web.

### 3.3.5 Smart800-Switched Toll Free

Smart800 provides users with a toll free number, which may be directed to the DID number of their choice.

PIN Access-The ability, from any touch-tone phone, to access the user menu by entering a PIN.

#### Destination Routing

Weekly Schedule-The ability to set automatic routing of incoming calls based on time of day or day of week.

Remote Call Forwarding-The ability to override the existing routing schedule and forward calls “on-the-fly” from any touch-tone phone.

#### Personal Features

Change PIN-The ability, from any touch-tone phone, to change the personal identification number.

Weekly Schedule-The ability, from any touch-tone phone, to turn on or off the weekly schedule.

### 3.3.6 Add-On Number Service

Add-On number allows either Smart800 or SmartConference customer to have more than one toll free number associated with their account. Each Add-On Number routes to the associated service number and has no additional features.

**SECTION 4 - RATES AND CHARGES**

The following rates and charges are applicable to Business Customers.

**4.1 Directory Assistance**

\$1.25

**4.2 Returned Check Charge**

\$25.00

**4.3 Smart800**

This service is provided under product line names of Smart Services, Individual Services, and Biz Services. Service names and pricing vary by product line, sales channel, and offer bundle. These services are charged on a per number basis. Usage fees, ancillary services, and surcharges that may apply to each are shown in separate sections.

Service names are: Smart800, Toll Free, 800

Monthly Recurring Charges

<b>Retail Smart800</b>	<b>Monthly Recurring Charge</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Economy	\$ 9.80	200	\$ 0.049
Value	\$ 17.50	500	\$ 0.035
Pro Plan	\$ 125.00	5,000	\$ 0.025
Value Plus	\$ 58.00	2,000	\$ 0.029
<b>Costco Exec Smart800</b>	<b>Monthly Recurring Charge</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Economy	\$ 9.90	300	\$ 0.033
Value	\$ 16.00	500	\$ 0.032
Pro	\$ 29.00	1,000	\$ 0.029
Corporate-1	\$ 120.00	5,000	\$ 0.024
Corporate-2	\$ 190.00	10,000	\$ 0.019

**4.3 Smart800 (Cont.)**

<b>Costco Gold/Biz Smart800</b>	<b>Monthly Recurring Charge</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Economy	\$ 10.50	300	\$ 0.035
Value	\$ 17.00	500	\$ 0.034
Pro	\$ 30.00	1,000	\$ 0.030
Corporate-1	\$ 125.00	5,000	\$ 0.025
Corporate-2	\$ 200.00	10,000	\$ 0.020
<b>Office Depot Smart800</b>	<b>Monthly Recurring Charge</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Economy	\$ 9.80	200	\$ 0.049
Value	\$ 17.50	500	\$ 0.035
Pro Plan	\$ 31.00	1,000	\$ 0.031

**4.4 SmartConference**

This service is provided under Product Line names of Smart Services, Individual Services, and Biz Services. Service names and pricing vary by product line, sales channel, and offer bundle.

These services are charged on a per number basis. Usage fees, ancillary services, and surcharges that may apply to each are shown in separate sections.

Service names are: SmartConference, Conference, Conferencing, Conf

Monthly Recurring Charges

<b>Retail SmartConference</b>	<b>Monthly Recurring Charge</b>	<b>Included One-time Minutes</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Convenience	\$ 28.00	500	475	\$ 0.059
Power	\$ 65.00	500	1,667	\$ 0.039
Pro	\$ 125.00	500	5,000	\$ 0.025
<b>Costco Exec SmartConference</b>	<b>Monthly Recurring Charge</b>	<b>Included One-time Minutes</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Convenience	\$ 16.00	-	500	\$ 0.032
Power	\$ 29.00	-	1,000	\$ 0.029
Power Plus	\$ 120.00	-	5,000	\$ 0.024
Pro	\$ 190.00	-	10,000	\$ 0.019

**4.4 SmartConference (Cont.)**

<b>Costco Exec SmartConference</b>	<b>Monthly Recurring Charge</b>	<b>Included One-time Minutes</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Convenience	\$ 16.00	-	500	\$ 0.032
Power	\$ 29.00	-	1,000	\$ 0.029
Power Plus	\$ 120.00	-	5,000	\$ 0.024
Pro	\$ 190.00	-	10,000	\$ 0.019
<b>Costco Gold/Biz SmartConference</b>	<b>Monthly Recurring Charge</b>	<b>Included One-time Minutes</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Convenience	\$ 17.00	-	500	\$ 0.034
Power	\$ 30.00	-	1,000	\$ 0.030
Power Plus	\$ 125.00	-	5,000	\$ 0.025
Pro	\$ 200.00	-	10,000	\$ 0.020
<b>Office Depot SmartConference</b>	<b>Monthly Recurring Charge</b>	<b>Included One-time Minutes</b>	<b>Included Monthly Minutes</b>	<b>Addtl Minutes</b>
Introductory	\$ 19.25	500	550	\$ 0.035
Power	\$ 23.00	500	500	\$ 0.046
Power Plus	\$ 31.00	500	1,000	\$ 0.031
Pro	\$ 125.00	500	5,000	\$ 0.025

**4.5 Add-On Number**

This service is provided under product line names of Smart Services, Individual Services, and Biz Services. Service names and pricing vary by product line, sales channel, and offer bundle. These services are charged on a per number basis. Usage fees, ancillary services, and surcharges that may apply to each are shown in separate sections.

Service names are: Add-on number and Virtual TF

Monthly Recurring Charges

<b>Description</b>	<b>Rate</b>	<b>Rating</b>
Add-on Number monthly plan charge	\$4.49	per number

Non- Recurring Charges

<b>Description</b>	<b>Rate</b>	<b>Rating</b>
Add-on Number activation charge	\$9.99	per number

**4.6 Ancillary Service Charges**

These optional services may be added and are charged on a per number, per occurrence basis.

Per Occurrence Fees

<b>Description</b>	<b>Rate</b>	<b>Rating</b>
Special Features		
Directory Assistance	\$1.250	per call
Recorded Conference Playback	\$0.053	per min
PayPhone charge	\$0.650	per call

Non-Recurring Charges

<b>Description</b>	<b>Rate</b>	<b>Rating</b>
Resporg/TF Number Port Charge	\$10.00	per number
Vanity activation charge	\$20.00	per number

**4.7 Surcharges**

These fees are added for regulatory and industry standards compliance.

Monthly Recurring Charges

<b>Description</b>	<b>Rate</b>	<b>Rating</b>
Regulatory Compliance Fee (800)	\$0.95	per number
Regulatory Compliance Fee (CONF)	\$1.48	per number
Interexchange Carrier Charge	\$0.95	per number

## **SECTION 5 - PROMOTIONS AND DISCOUNTS**

### **5.1 General**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this Section 5.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonable certain to occur, although the timing may not be certain.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.