JAN 2 0 2000

Missouri Public Service Commission

# APPLICATION OF

Paramount International Telecommunications, Inc. d/b/a R Network

## **EXHIBIT II**

Interexchange Tariff

#### Title Sheet

### MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**OF** 

Paramount International Telecommunications, Inc. d/b/a R Network

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Paramount International Telecommunications, Inc. d/b/a R Network ("R Network") within the State of Missouri. R Network operates as a competitive telecommunications company within the State of Missouri.

ISSUED: January 20, 2000

EFFECTIVE: March 6, 2000

BY:

Michael Eberle, President & Chief Executive Officer

Paramount International Telecommunications, Inc. d/b/a R Network

2540 Fortune Way

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### **SYMBOLS**

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

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

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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the PSCM. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet 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).

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## STATEMENT OF COMPETITIVE CARRIER STATUS

Paramount International Telecommunications, Inc. d/b/a R Network is classified as a competitive telecommunications company in the State of Missouri for which the following statutory and regulatory requirements are waived.

| 4 CSR 240-10.020       | - Depreciation fund income                      |
|------------------------|---|
| 4 CSR 240-30.010(2)(C) | - Posting of exchange rates at                  |
| (,,,,                  | central operating offices                       |
| 4 CSR 240-30.040       | - Uniform system of accounts                    |
| 4 CSR 240-32.030(1)(B) | - Exchange area maps and records of             |
| and (C)                | access lines                                    |
| 4 CSR 240-32.030(2)    | - In-state record keeping                       |
| 4 CSR 240-32.050(3)    | - Information concerning local service tariffs, |
| through (6)            | maps, directories and telephone numbers         |
| 4 CSR 240-32.070(4)    | - Coin telephones                               |
| 4 CSR 240-33.030       | - Minimum charge rule                           |
| 4 CSR 240-33.040(5)    | - Finance fee                                   |
|                        |   |
| Section 392.210.2      | - System of Accounts                            |
| Section 392.240(1)     | - Ratesreasonable average return on investment  |
| Section 392.270        | - Property valuation                            |
| Section 392.280        | - Depreciation rates                            |
| Section 392.290        | - Issuance of securities                        |
| Section 392.300.2      | - Stock ownership and sale                      |
| Section 392.310        | - Issuance of stocks and bonds                  |
| Section 392.320        | - Stock dividends                               |
| Section 392.330        | - Issuance of securities, debt and notes        |
| Section 392.340        | - Reorganization                                |
|                        |   |

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**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** - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

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

**Authorized User -** A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Calling Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Carrier or Company - Paramount International Telecommunications, Inc. d/b/a R Network, unless otherwise indicated by the context.

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

Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Commission - Refers to the Missouri Public Service Commission.

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

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

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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

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

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

LATA - Local Access and Transport Area.

**LEC** - Local Exchange Company.

NECA - National Exchange Carriers Association.

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

**Operator Dialed Surcharge** - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

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

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

Personal Identification Number (PIN) - See Authorization Code.

R Network- Refers to Paramount International Telecommunications, Inc. d/b/a R Network

**Subscriber -** The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

**Switched Access Origination/Termination -** Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment -** Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**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.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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

## 2.1 Undertaking of Paramount International Telecommunications, Inc. d/b/a R Network

R Network's services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this tariff.

R Network installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. R Network 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 the R Network network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four (24) hours per day, seven days (7) 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, and subject to the provisions of this tariff.
- 2.2.2 R Network reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 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.

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## 2.2 Limitations, Cont'd.

- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by R Network 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.
- 2.2.6 R Network reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

#### 2.3 Use

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

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## 2.4 Liabilities of the Company

- 2.4.1 R Network's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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### 2.5 Deposits

The Company does not collect deposits from its Customers.

## 2.6 Advance Payments

The Company does not collect advance payments from its 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 for services paid for in arrears. All charges other than taxes or franchise fees will be submitted to the Commission.

## 2.8 Miscellaneous Rates and Charges

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

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### 2.9 Interconnection

Service furnished by R Network may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with R Network's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

## 2.10 Terminal Equipment

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

#### 2.11 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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### 2.12 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments within 30 days of bill issuance. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

## 2.13 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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### 2.14 Refusal or Discontinuance by Company

- 2.14.1 R Network may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:
  - A. For failure of the Customer to pay a bill for service when it is due, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
  - **B.** For failure of the Customer to meet the Company's deposit and credit requirements as described in Section 2.5 of this tariff.
  - **C.** For failure of the Customer to make proper application for service.
  - **D.** For Customer's violation of any of the Company's rules on file with the Commission, provided five (5) days' written notice is given before termination.
  - **E.** For failure of the Customer to provide the Company reasonable access to its equipment and property.
  - **F.** For Customer's breach of the contract for service between the Company and the Customer.
  - G. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.

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- 2.14 Refusal or Discontinuance by Company, Cont'd.
  - **2.14.1** R Network may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency: Cont'd.
    - **H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
    - I. With proper notice when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
  - **2.14.2** R Network may refuse or discontinue service without notice to the Customer for any of the following reasons:
    - **A.** In the event of tampering with the Company's equipment.
    - B. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
    - C. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
    - **D.** In the event of fraudulent use of the service.

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### 2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment 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 to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

## 2.16 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.

### 2.17 Tests, Pilots, Promotional Campaigns and Contests

See Section 5 of this Tariff.

### 2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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# 2.19 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance. The late payment fee is not applicable to residential accounts. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period.

## 2.20 Return Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

#### 2.21 Toll Free Services

- 2.21.1 The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.21.2** The Company will participate in porting toll free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.21.3 Toll free 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 this tariff, the Company will only honor Customer requests for a change in Resp. Org. or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- **2.21.4** If a Customer who has received a toll free number does not subscribe to toll free service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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# 2.22 Operator Services for Casual Callers and Traffic Aggregators

Company services are available to Customers for a fee as described in the Rates section of this tariff. The following rules apply to operator assisted calls:

## 2.22.1 Incomplete Calls

The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) Subscriber notification or (ii) Company's knowledge.

#### 2.22.2 Carrier Identification

The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the initial contact.

#### 2.22.3 Rate Information

Rate quotes will be give upon request, at no charge, including all rate components and any additional charges.

#### 2.22.4 Tariffed Rates

Only tariffed rates approved by this Commission for the Company shall appear on any local exchange telephone company (LEC) billings.

#### 2.22.5 LEC Billing

The Company shall be listed on the LEC billing if the LEC has multi-company billing ability.

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## 2.22 Operator Services for Casual Callers and Traffic Aggregators, Cont'd.

### 2.22.6 Calling Card/Travel Card Verification

The Company will employ reasonable calling card verification procedures, acceptable to the telephone companies issuing the calling card. In order to control fraud, R Network may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.

## 2.22.7 Emergency Calls

The Company wil route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

#### 2.22.8 Transfer of Calls

Upon request, the Company will transfer calls to another authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

### 2.22.9 Non-Blocking of other carriers

The Company will refuse operator services to traffic aggregators that block access to other companies.

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# 2.22 Operator Services for Casual Callers and Traffic Aggregators, Cont'd.

#### 2.22.10 Notice

The Company will assure that traffic aggregators will post and display information including: (1) that Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

#### 2.23 Other Rules

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 Identification Numbers 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.

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

### 3.1 General

R Network provides operator assisted services for communications originating and terminating within the State of Missouri under terms of this tariff.

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#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 Obtain the difference between the "V" coordinates of each of the 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 Wire Centers.

Formula:

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

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## 3.3 Timing of Calls

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

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- **3.3.4** There is no billing applied for incomplete calls.

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### 3.4 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

|                            | MON                    | TUES | WED | THUR | FRI  | SAT | SUN |
|----------------------------|------------------------|------|-----|------|------|-----|-----|
| 8:00 AM<br>TO<br>5:00 PM*  | DAYTIME RATE PERIOD    |      |     |      |      |     |     |
| 5:00 PM<br>TO<br>11:00 PM* | EVENING RATE PERIOD    |      |     |      |      |     | EVE |
| 11:00 PM<br>TO<br>8:00 AM* | NIGHT/WEEKEND RATE PER |      |     |      | RIOD |     |     |

<sup>\*</sup> Up to, but not including.

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## 3.5 Miscellaneous Rates and Charges

### 3.5.1 Public Telephone Surcharge

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

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

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

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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## 3.6 Operator Assisted Calling

R Network's Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

- 3.6.1 <u>Customer Dialed Calling/Credit Card Call</u> This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.
- 3.6.2 Operator Dialed Calling/Credit Card Call This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- 3.6.3 Operator Station These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- 3.6.4 Person-to-Person This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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## **SECTION 4 - RATES**

# 4.1 Miscellaneous Rates and Charges

# 4.1.1 Public Telephone Surcharge

Rate per Call:

\$0.30

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## **SECTION 4 - RATES, CONT'D.**

## 4.2 Operator Assisted Calling

## A. IntraLATA

## **Usage Rates**

|       | Day               |                  | Evening           |                  | Night/Weekend     |                  |
|-------|-------------------|------------------|-------------------|------------------|-------------------|------------------|
| Miles | Initial<br>Minute | Add'l.<br>Minute | Initial<br>Minute | Add'l.<br>Minute | Initial<br>Minute | Add'l.<br>Minute |
| All   | \$0.4000          | \$0.4000         | \$0.4000          | \$0.4000         | \$0.4000          | \$0.4000         |

# Per Call Service Charges

|                               | <u>Automated</u> | Operator Assisted |
|-------------------------------|------------------|-------------------|
| Calling Card                  |                  |                   |
| LEC Card                      | \$1.75           | \$3.95            |
| Credit Card                   | \$1.75           | \$3.95            |
| Collect                       | \$2.95           | \$4.50            |
| Third Party Billed            | \$2.95           | \$4.50            |
| Person-tó-Person              | \$6.75           | \$6.75            |
| Collect<br>Third Party Billed | \$2.95<br>\$2.95 | \$4.50<br>\$4.50  |

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## **SECTION 4 - RATES, CONT'D.**

# 4.2 Operator Assisted Calling, Cont'd.

## B. InterLATA

## **Usage Rates**

|       | Day               |                  | Evening           |                  | Night/Weekend     |                  |
|-------|-------------------|------------------|-------------------|------------------|-------------------|------------------|
| Miles | Initial<br>Minute | Add'l.<br>Minute | Initial<br>Minute | Add'l.<br>Minute | Initial<br>Minute | Add'l.<br>Minute |
| All   | \$0.5000          | \$0.5000         | \$0.5000          | \$0.5000         | \$0.5000          | \$0.5000         |

## Per Call Service Charges

| <u>Automated</u> | Operator Assisted                    |
|------------------|--------------------------------------|
|                  |                                      |
| \$1.75           | \$3.95                               |
| \$1.75           | \$3.95                               |
| \$2.95           | \$4.50                               |
| \$2.95           | \$4.50                               |
| \$6.75           | \$6.75                               |
|                  | \$1.75<br>\$1.75<br>\$2.95<br>\$2.95 |

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## **SECTION 5 - PROMOTIONS**

#### 5.1 General

From time to time, Company may, upon Commission approval offer specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

#### 5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

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