

**AIRESPRING, INC.**

of

Van Nuys, California

Rates, Rules and Regulations for Furnishing

**RESOLD INTEREXCHANGE  
TELEPHONE SERVICE**

Filed with THE PUBLIC SERVICE COMMISSION  
OF  
WEST VIRGINIA

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Issued: June 15, 2004

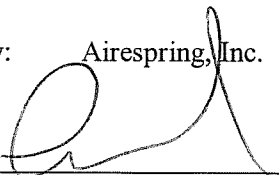
Effective: July 5, 2004

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Issued by authority of an Order  
of the Public Service Commission of  
West Virginia in Case No. 04-0036-T-CN  
made final on July 5, 2004.

Issued By: Airespring, Inc.

By:

  
\_\_\_\_\_  
Avi Lonstein, President

**TITLE SHEET**

**AIRESPRING, INC.**

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Airespring, Inc., 6060 Sepulveda Blvd., Suite 220, Van Nuys, California 91411-2512. This tariff is on file with the West Virginia Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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**ISSUED:** June 15, 2004

**EFFECTIVE:** July 5, 2004

**ISSUED BY:** Avi Lonstein, President  
Airespring, Inc.  
6060 Sepulveda Blvd, Suite 220  
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**CHECK SHEET**

All 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 page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		
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**SYMBOLS**

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

- C - Changed Regulation or Text
- D - Decrease in Rate
- I - Increase in Rate
- M - Material Moved to Another Location
- N - New Rate or Regulation
- O - Omission
- T - Temporary Rates and/or Surcharges

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**APPLICATION OF TARIFF**

This tariff applies to interexchange telecommunications services furnished between locations within the State of West Virginia.

Service is offered to customers throughout the entire State of West Virginia.

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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.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the West Virginia Public Service Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the West Virginia Public Service 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 sheet on file with the Commission.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Airespring, Inc., unless specifically stated otherwise.

Company - Airespring, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

Disconnection - The disabling of circuitry preventing toll communication service provided by Carrier.

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1.1 Definitions: (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Rate Period - The Evening Rate will apply to calls made on Carrier recognized Holidays listed herein, provided, however, that calls made on Holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 5:00 p.m. Sunday.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

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1.1 Definitions: (continued)

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Recurring amounts billed to customers for regulated services and equipment.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

1.2 Abbreviations:

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of Carrier

Carrier provides long distance interexchange telecommunications service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 Carrier's network. The customer shall be responsible for all charges stated in this tariff.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service description.

2.4 Limitation of Liability

2.4.1 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 (including services and facilities involved in emergency calling activity) 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.

2.4.2 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 make, 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 by, 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 caused by negligence of the Company.

2.4.3 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 result of the Company's negligence.

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2.4 Limitation of Carrier Liability (continued)

2.4.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the pro-rata charge to the customer for the period of service of the facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

2.5 Interruption of Service

- A. Credit allowance for interruptions of service which are not due to 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 herein. It shall be the obligation of the customer to notify Carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within his control or in any wiring or equipment connected to the Carrier's terminal.
- B. Credit allowances will not be allowed if the outage occurs as a result of:
- (1) A negligent or willful act on the part of the subscriber;
  - (2) A malfunction of subscriber-owned telephone equipment;
  - (3) The inability of the company to gain access to the subscriber's premises after Carrier has requested that customer provide access to the premises.
- C. Adjustments for interruptions of service will be either a direct payment or a bill credit equal to the proportionate part of the monthly charges for all services and facilities rendered inoperative during the interruption. The adjustment shall begin with the hour of the report or discovery of the interruption.

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2.6 Customer Responsibility

2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

2.6.2 Maintenance, Testing, and Adjustment

If a customer's service must be interrupted due to maintenance, Carrier shall notify the affected customer in advance, if possible and will perform the work in such a manner as to minimize inconvenience. Any equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition.

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2.6.3 Deposits

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to be held as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to one and one-half (1 1/2) estimated monthly usage for business customers and no more than one-twelfth (1/12) estimated annual usage for residential customers. Estimated usage for customers is determined using the customers past usage history or reasonably estimated anticipated usage. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

Deposits will be refunded after 12 consecutive months of prompt payment or upon termination of service.

2.6.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the company.

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2.6.5 Payment of Charges

- A. Service is provided and billed on a monthly basis.
- B. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff.
- E. Municipal excise taxes are billed as separate line items and are not included in the rates quoted herein.
- F. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month of the past-due amount.
- G. Customers will be charged a fee for all dishonored checks issued to the Company.

2.6.6 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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2.6.7 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reach via the following toll free telephone number: 1-888-899-2789.

Any unresolved disputes may be directed to the attention of the West Virginia Public Service Commission, 201 Brooks Street, Charleston, West Virginia 25301.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

2.7 Carrier Responsibility

2.7.1 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

2.7.2 Disconnection of Service by Carrier

Ten (10) days prior written notice of pending disconnection shall be rendered to residential customers setting forth the reason(s) for the notice and the final date by which the account is to be settled or specific action taken. Such notice shall be forwarded to the customer via U.S. mail and will be considered rendered when delivered to the last known address of the responsible party.

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2.7.2 Disconnection of Service by Carrier (continued)

Transmission service will be refused or disconnected, after notice as set forth below, for any of the following reasons:

- A. Without notice in the event of a condition on the customer's premises determined by the Carrier to be hazardous.
- B. Without notice in the event of customer's use in a manner which may adversely affect the provision of service to others.
- C. Without notice in the event of tampering with any equipment furnished and owned by the Company.
- D. Without notice in the event of unauthorized use.
- E. After ten (10) days written notice, for violation of or noncompliance with the rules or regulations set forth in this tariff or the requirements of law pertaining to the provision of services.

2.7.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That figure is divided by thirty days and the resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There is no charge incurred for uncompleted calls.

**3.2 Service Period**

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

**3.3 Interconnection**

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier in this tariff. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. 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 premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the customer's service.

3.5 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates generally used within the industry.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of Feature Group D (1+) calls attempted.

3.7 Special Services

Special Services are any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff upon Commission approval.

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**3.8**    Service Offerings

The Company offers the following services:

**3.8.1**    Message Toll Service (MTS)

"1+" Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

**3.8.2**    Inbound Service (8XX)

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

The Company will provide listed telephone numbers to requesting customers at a per call charge.

3.8.5 Operator Services

The Company does not currently provide operator services. All operator assisted calls will be handled by and billed by the Company's underlying carrier.

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**SECTION 4 - RATES AND CHARGES**

4.1 Usage Charges

4.1.1 Usage Charges

Usage charges are generally flat rated. However, if any usage is determined by the time of day rate periods and minutes of use within each rate period, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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4.2 Switched Access Outbound and Inbound Rates

	<u>Tier A Origination</u> **	<u>Tier B Origination</u> **
Plan SVR *	\$0.209 per minute	\$0.240 per minute
Plan VR *	\$0.239 per minute	\$0.270 per minute

Billed with an initial 18 second increment and in 6 second increments thereafter.

Customers using less than \$15.00 per month will incur a monthly recurring charge of \$2.99.

\* The Super Value Rate (SVR) Plan is associated with interstate and international services offered by the Company. The Value Rate (VR) Plan is for intrastate services only.

\*\* Tier A calls originate from a Regional Bell Operating Company (RBOC). Tier B calls originate from another ILEC or CLEC.

4.3 Dedicated Access Rates

## 4.3.1 Routing Advantage (A Dedicated Non-Blended Service):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR *	\$0.1300/min	\$0.1030/min
Plan VR *	\$0.1470/min	\$0.1160/min

Billed in 6 second increments.

Customers are required to sign a one-year term contract.

Monthly Commitment of \$3,000.00 required.

\* The Super Value Rate (SVR) Plan is associated with interstate and international services offered by the Company. The Value Rate (VR) Plan is for intrastate services only.

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## 4.3.2 Dedicated Plus Service (A Dedicated Blended Service):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR *	\$0.0800/min	\$0.0826/min
Plan VR *	\$0.0900/min	\$0.0930/min

Billed with an initial 18 second increment and in 6 second increments thereafter.

Customers are required to sign a one-year term contract.

Monthly Commitment of \$3,000.00 required.

\* The Super Value Rate (SVR) Plan is associated with interstate and international services offered by the Company. The Value Rate (VR) Plan is for intrastate services only.

4.4 Directory Assistance

\$0.75 per call.

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**ISSUED:** June 15, 2004

**EFFECTIVE:** July 5, 2004

**ISSUED BY:** Avi Lonstein, President  
Airespring, Inc.  
6060 Sepulveda Blvd, Suite 220  
Van Nuys, CA 91411-2512

4.5 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.6 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$15.00 per check.

4.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.25 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.9 Reconnection Charge

\$10.00 per account per occurrence.

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