

NEW YORK  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE TARIFF  
OF  
IDT AMERICA, CORP.

This tariff, PSC No. 5, supercedes PSC No. 3, which is filed electronically with the NY  
Public Service Commission.

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Issued: 10/09/07

Issued by:  
Carl Wolf Billek, Senior Regulatory Counsel  
IDT America, Corp.  
520 Broad Street  
Newark, New Jersey 07102-3111  
(973) 438-1000

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**CHECK PAGE**

The Pages of this Tariff, as listed below, are effective as of the date shown at the bottom of the respective Page(s). Original and revised Pages as named below comprise all changes from the original Tariff and are currently in effect as of the date at the bottom of this leaf.

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**SYMBOLS**

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

- (C) To signify changed regulation.
- (D) To signify a deleted or discontinued regulation.
- (I) To signify change resulting in an increase to a customer's bill.
- (M) To signify a move from in the location of the text.
- (N) To signify new rate or regulation.
- (R) To signify change resulting in a reduction to a customer's bill.
- (T) To signify change in text or regulation but no change in rate or charge.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange telecommunications services by IDT America, Corp. to Customers within the state of New York. IDT's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New York Department of Public Service. In addition, this tariff is available for review at the main office of IDT America, Corp., at 520 Broad Street, Newark, New Jersey 07102-3111 during normal business hours.

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**TARIFF FORMAT**

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

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the New York Department of Public Service. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the New York Department of Public Service follows in their Tariff approval process, the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page 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.
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**D. Check Pages** - When a Tariff filing is made with the New York Department of Public Service, an updated check Page accompanies the Tariff filing. The check Page lists the Pages contained in the Tariff, with a cross reference to the current revision number. When new Pages are added, the check Page 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 Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The Tariff user should refer to the latest check Page to find out if a particular Page is the most current on file with the New York Department of Public Service.

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**SECTION 1 - DEFINITION OF 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 Carrier's location or switching center.

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** - The New York Department of Public Service.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - IDT America, Corp., the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**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.

**End-User Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

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

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Measured Charge** - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

**Message Toll Service** - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

**Monthly Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**Non-Recurring Charge ("NRC")** – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PBX** – Private Branch Exchange.

**PIN** – Personal Identification Number.

**POP** – Point of Presence.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Service** - Any means of service offered herein or any combination thereof.

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Shared Inbound Calls** – Refers to calls that are terminated via the Customer’s Company-provided local exchange line.

**Shared Outbound Calls** – Refers to calls in Feature Group G (FGD) exchanges whereby the Customer’s local telephone lines are presubscribed by the Company to the Company’s outbound service such that “1+10-digit number” calls are automatically routed to the Company’s or an IXC’s network. Calls to stations within the Customer’s LATA may be placed dialing “10XXX” or “101XXXX” with 1+10-digit number.”

**Station** - The network control signaling unit and any other equipment provided at the Customer’s premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation or other entity who orders telecommunications service from IDT. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Term Agreement** - An agreement between the Company and the Customer for a fixed term of months.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** – Charges for minutes or messages traversing over local exchange facilities.

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**SECTION 2 – REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 Service is furnished for telecommunications originating and terminating within the State of New York under the terms and conditions of this tariff.
- 2.1.2 IDT's voice services may involve the use of its own facilities, the resale of the basic local exchange services of the local exchange telephone companies or a combination thereof.
- 2.1.3 Carrier's services are available for use twenty-four hours per day, seven days per week.

**2.2 Use of Services**

- 2.2.1 Carrier'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.
- 2.2.2 The use of Carrier'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 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.4 The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Liability of the Company**

**2.3.1** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

**2.3.2** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Liability of the Company, Cont'd.**

**2.3.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppage, or other labor difficulties.

**2.3.4** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.

**2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

**2.3.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Liability of the Company, Cont'd.**

- 2.3.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Liability of the Company, Cont'd.**

**2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

**2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

**2.3.14** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Liability of the Company, Cont'd.**

**2.3.15** The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Prohibited Uses**

**2.4.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

**2.4.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.

**2.4.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Limitation of Service**

- 2.5.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.6 Application for Services**

**2.6.1** A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.6.2** Cancellation of Application for Service  
Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

**2.6.3** Cancellation of Service  
The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

**2.7 Assignment or Transfer**

**2.7.1** All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.8 Deposits**

The Company does not require Customer deposits.

**2.9 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and two (2) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. The Company will not condition service upon payment in advance for any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments.

**2.10 Taxes and Fees**

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale, or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

**2.10.1 Surcharge For State Gross Income and Gross Earnings Taxes**

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in the Rate Schedule at the end of this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.10.1 Surcharge For State Gross Income and Gross Earnings Taxes  
(Cont'd)**

Commission may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Commission.

**2.10.2 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes**

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed in the Rate Schedule at the end of this tariff.

The surcharge rate schedule shall be filed at least fifteen business days before the effective date. The effective date of the rate schedule shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the rate schedule. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.11 Notices**

**2.11.1** Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff leafs.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.12 Billing and Payment**

**2.12.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.

**2.12.2** Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 20 days after the bill is rendered. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

**2.12.3** The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

**2.12.4 Recurring Monthly Charges**

**2.12.4.1** Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.

**2.12.4.2** For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.12.5 Nonrecurring Charges**

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.12.6** Business customers will be assessed a charge of twenty dollars (\$20.00) and residential customers a charge of ten (\$10.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

**2.13 Discontinuance or Interruption of Service by the Carrier**

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

**2.13.1** For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.

**2.13.2** For noncompliance with any of the provisions of this tariff governing service.

**2.13.3** In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.

**2.13.4** In the event of unauthorized or fraudulent use of service.

**2.13.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.

**2.13.6** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.13 Discontinuance or Interruption of Service by the Carrier, Cont'd.**

**2.13.7** The Carrier reserves the right to limit the duration of a connection or the provision or service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the New York Department of Public Service.

**2.13.8** Discontinuance of service shall be in accordance with the Rules and Regulations of the New York Department of Public Service.

**2.13.9** The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff is such noncompliance is not corrected within thirty (30) days following the receipt of notice.

**2.13.10** In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A.** Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B.** Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.
- C.** Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30<sup>th</sup> through January 2nd.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.14 Customer Responsibility**

**2.14.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. 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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**SECTION 2 - REGULATIONS, CONT'D.**

**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.15.2** The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

**2.15.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

**2.15.7** The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

**2.15.8** The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

**2.15.9** The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification Page for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.15.10** Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.16 Obligations of the Customer**

The Customer shall be responsible for:

- 2.16.1** The payment of all applicable charges as set forth in this tariff.
- 2.16.2** Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.16.3** Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.16.4** Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.16 Obligations of the Customer, Cont'd.**

- 2.16.5** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.16.6** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.16.7** Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.16.8** Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.16.9** Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.16 Obligations of the Customer, Cont'd.**

**2.16.10** The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

**2.16.11** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New York Public Service Commission, Three Empire State Plaza, Albany, New York 12223.

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.17 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.17.1 Customer Liability for Fraud and Unauthorized Use of the Network**

**2.17.1.1** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

**2.17.1.2** A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

**2.17.1.3** The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

**2.17.1.4** The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.18 Maintenance and Testing**

**2.18.1** Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

**2.18.2** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

**2.19 Nonroutine Installation**

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.20 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.21 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

**2.21.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate Page.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.21 Allowances for Interruptions in Service, Cont'd.**

**2.21.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate Page by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.20.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.21 Allowances for Interruptions in Service, Cont'd.**

**2.21.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.21.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.21 Allowances for Interruptions in Service, Cont'd.**

**2.21.4 Application of Credits for Interruptions in Service, Cont'd.**

**D. Interruptions of 24 Hours or Less**

**Length of Interruption Amount of Service To Be Credited**

|  |          |
|--|----------|
| Less than 30 minutes                       | None     |
| 30 minutes up to but not including 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours    | 1/5 Day  |
| 6 hours up to but not including 9 hours    | 2/5 Day  |
| 9 hours up to but not including 12 hours   | 3/5 Day  |
| 12 hours up to but not including 15 hours  | 4/5 Day  |
| 15 hours up to but not including 24 hours  | One Day  |

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

**2.21.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.22 Miscellaneous Provisions**

**2.22.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.22.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.23 Additional Provisions Applicable to Business Customers**

**2.23.1 Application of Rates**

- .1 Business rates apply to service furnished:
  - a. In office buildings, stores, factories and all other places of a business nature;
  - b. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - c. At any location when the listing or public advertising indicates a business or a profession;
  - d. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  - e. At any location where the Customer resells or shares exchange service;
- .2 The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

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

**2.23 Additional Provisions Applicable to Business Customers, (Cont'd.)**

**2.23.2 Telephone Number Changes**

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

**2.23.3 Dishonored Checks**

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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

**2.24 Additional Provisions Applicable to Residential Customers**

**2.24.1 Application of Rates**

Residential rates apply to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic establishment, and joint users.

**2.24.2 Telephone Number Changes**

When a residential Customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a Customer for local service.

When service in an existing location is continued for a new Customer, the existing number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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

**2.24 Additional Provisions Applicable to Residential Customers, (Cont'd.)**

**2.24.3 Installment Billing For Nonrecurring Charges**

A residential Customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- .1 Installment billing may be used only by residential Customers;
- .2 Charges will be billed in the number of installments of equal dollar amounts as requested by the Customer up to a maximum of 12 installments over the course of 12 months;
- .3 A Customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- .4 More than one installment plan may be in effect for the same Customer at the same time;
- .5 If a Customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- .6 A Customer may elect to pay the unbilled charges before the expiration of the installment plan;
- .7 Installment billing payments will continue even when an account is temporarily suspended;
- .8 No interest or carrying charges will be applied to the outstanding balance during the installment period.

**2.24.4 Adjusted Payment Schedule**

A Customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

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

**2.24 Additional Provisions Applicable to Residential Customers, (Cont'd.)**

**2.24.5 Suspension or Termination for Nonpayment**

- .1 Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the Customer no later than 6 business days after the date of the bill.
- .2 After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential Customer by telephone before the scheduled date of suspension/termination.
- .3 Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, and between the hours of 8 a.m. and 3 p.m. on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- .4 Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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

**2.24 Additional Provisions Applicable to Residential Customers, (Cont'd.)**

**2.24.6 Deferred Payment Agreements**

Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more months' service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible Customer a DPA in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the Customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the Customer and the Company.

If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies and a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

**2.24.7 Dishonored Checks**

When a check received from a residential Customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours. The Customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the Customer has not submitted a dishonored check within the past 12 months.

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

**2.24 Additional Provisions Applicable to Residential Customers, (Cont'd.)**

**2.24.8 Suspension or Termination - Abandonment**

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the Customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the Company is advised that a new Customer has moved into the location.

**2.24.9 Suspension or Termination - Medical Emergencies**

In the event of a medical emergency as defined in 16 NYCRR, Sec. 609.5, an additional 30 days will be allowed for a residential Customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609.5, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the Customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the Customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

**2.24.10 Suspension or Termination - Elderly, Blind or Disabled**

An additional 20 days will be allowed before suspension or termination may occur when:

- a) the Customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609.5, or
- b) the Customer is 62 years of age or older, and all other residents of the Customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

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

**2.24 Additional Provisions Applicable to Residential Customers, (Cont'd.)**

**2.24.10 Suspension or Termination - Elderly, Blind or Disabled (Cont'd)**

In cases where service has been suspended or terminated and the Company subsequently learns that the Customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the Customer's premises for the purpose of devising a payment plan.

**2.24.11 Backbilling for Residential Customers**

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than 24 months prior to the mailing of the bill or the upward adjustment for service to the residential Customer unless the culpable conduct of the Customer caused or contributed to the failure of the Company to render timely or accurate billing. If the Customer is liable for any service and the delay in billing was not due to the culpable conduct of the Customer, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for nonpayment of charges billed in excess of six months after the service was provided and that payments may be made under an installment payment plan. Any such installment plan will be consistent with the Customer's ability to pay and for a reasonable period of time that shall not be less than one month for each month represented by the late-billed charges, unless otherwise agreed to by the Customer. If requested by the Customer, the explanation for the late billing and the installment payment plan will be provided in writing. An adjustment to increase previously rendered bills more than 6 months after the time service was provided shall be made within 4 months of the final resolution of the billing dispute.

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

**2.25 Flexible Pricing**

**2.25.1 General**

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one days notice to Customers and the Public Service Commission.

**2.25.2 Conditions**

- .1 The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- .2 Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- .3 A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- .4 A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

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

**2.26 Automatic Number Identification**

**2.26.1 Regulations**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- .1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- .2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- .3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- .4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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

**2.26 Automatic Number Identification (Cont'd)**

**2.26.1 Regulations, (Cont'd.)**

- .5 Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

**2.26.2 Terms and Conditions**

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

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

**2.27 Schools and Libraries Discount Program**

**2.27.1 General**

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq. As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located.

A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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

**2.27 Schools and Libraries Discount Program (Cont'd)**

**2.27.2 Regulations**

- .1 Obligation of eligible schools and libraries
  - a. Request for service
    - (1) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
    - (2) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
    - (3) Service requested will be used for educational purposes.
    - (4) Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- .2 Obligations of the Company
  - a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
  - b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
  - c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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

**2.28 Schools and Libraries Discount Program (Cont'd)**

**2.28.3 Discounted Rates for Schools and Libraries**

- .1 Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- .2 The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- .3 The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- .4 The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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

**2.29 Health Care Providers Support Program**

**2.29.1 General**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

**2.29.2 Regulations**

- .1 To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- .2 Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- .3 Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- .4 Responsibility of eligible health care providers
  - a. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

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

**2.29 Health Care Providers Support Program (Cont'd)**

**2.29.2 Regulations, (Cont'd.)**

- .4 Responsibility of eligible health care providers, (Cont'd.)
  - b. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  - c. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
  - d. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
  - e. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.
- .5 Responsibility of the Company
  - a. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
  - b. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
  - c. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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

**2.29 Health Care Providers Support Program (Cont'd)**

**2.28.3 Rates and Charges**

The following price adjustments will be available to eligible rural health care providers, except subparagraph 3, which shall be available to all eligible health care providers, regardless of location:

- .1 A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- .2 An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- .3 Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

---

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

**3.1 General**

IDT provides local exchange service communications services throughout the incumbent Verizon territory in New York State. IDT's rates and services may be based, in part, on the rates and services of the incumbent local exchange carriers whose facilities IDT may use to offer service. This tariff documents the rates and services for IDT's provision of local exchange service. Customers are billed based on their use of IDT's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call and/or call duration. The Company provides access to operator services, "E911" services, and relay services for the hearing impaired, pursuant to applicable New York law.

**3.2 Calculation of Distance**

Company does not offer distance-sensitive rate plans.

**3.3 Rate Periods for Time of Day Sensitive Services**

Company does not offer time-of-day sensitive rate plans.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.4 Call Timing for Usage Sensitive Services**

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:

- 3.4.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.4.2** 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).
- 3.4.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.4.4** 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.
- 3.4.5** All times refer to local time.

**3.5 Service Availability**

Tariffed services are presently available in the local exchange service areas of the following incumbent local exchange carriers: Verizon New York, Inc.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service**

**3.6.1 General**

IDT offers basic local exchange service only as part of a bundle or package of telecommunications services. Packages may include local service, long distance service (interstate and intrastate toll) and selected custom calling features or some combination thereof. Voice Mail may be available with some packages at an additional charge. The aforementioned services may only be available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

All IDT unlimited plans are designed for Customers who use their phone lines primarily for voice calling. These plans are not intended for phone lines that are connected to the Internet for extended periods of time.

If, after signing up for an IDT unlimited plan, the Customer is on the Internet for significant periods of time, the Customer will be assessed an additional monthly charge for Internet/data use, be disconnected, or be moved to a different product.

The additional monthly fee is for Customers who have Internet or data usage in excess of 4,000 minutes a month.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service (Cont'd)**

**3.6.1 General (Cont'd)**

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial residential local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line. Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, (Cont'd.)**

**3.6.2 Optional Calling Features - General**

The features in this section may be provided as part of a service package or purchased *a la carte* by the subscriber, subject to availability.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

**Three Way Calling** - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

**Speed Dialing (8)** - This feature allows a user to dial selected numbers using one digit. Up to eight telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

**Speed Dialing (30)** - This feature allows a user to dial selected numbers using two digits. Up to thirty telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

**Call Return** - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

**Repeat Dialing** automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

**Anonymous Call Rejection (ACR)** - Anonymous Call Rejection (ACR) allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you.

When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you.

A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

**Call Trace** – allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls. This service may be ordered on a Monthly or per trace basis.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

**Call Forwarding Variable** - Call Forwarding Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

**Call Block** - Provides ability to block up to a certain number of calls (telephone numbers) from reaching the subscriber.

**Call Waiting** - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers.

**Call Waiting Deluxe** – provides the Customer with Call Waiting, Caller Id and Call Waiting Id.

**Caller ID** - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

**Caller ID with Name** - allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

**Deny Call Trace** - Prevents the use of the Call Trace (57) per use feature for Trap and Trace.

**Deny Repeat Call** - Prevents the use of the Repeat Call (66) per use feature.

**Deny Return Call**- Prevents the use of the Return Call (69) per use feature.

**Line Blocking** - - Available via per use (67) or monthly subscription; prevents name and phone number from appearing on another person's caller ID.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.2 Optional Calling Features – General, Cont'd**

| <b>Feature</b>              | <b>Minimum</b> | <b>Max.</b> |
|-----------------------------|----------------|-------------|
| Three Way Calling           | \$0.00         | \$15.00     |
| Three Way Calling (Per Use) | \$0.00         | \$3.00      |
| Speed Dial - 8              | \$0.00         | \$15.00     |
| Speed Dial - 30             | \$0.00         | \$15.00     |
| Call Return                 | \$0.00         | \$15.00     |
| Call Return (Per Use)       | \$0.00         | \$3.00      |
| Repeat Dialing              | \$0.00         | \$15.00     |
| Repeat Dialing (Per Use)    | \$0.00         | \$3.00      |
| Anonymous Call Rejection    | \$0.00         | \$6.00      |
| Call Trace                  | \$0.00         | \$6.00      |
| Call Forwarding Variable    | \$0.00         | \$15.00     |
| Anonymous Call Rejection    | \$0.00         | \$2.95      |
| Call Block                  | \$0.00         | \$2.95      |
| Call Waiting                | \$0.00         | \$4.95      |
| Call Waiting Deluxe         | \$0.00         | \$5.95      |
| Caller ID                   | \$0.00         | \$4.95      |
| Caller ID with Name         | \$0.00         | \$5.95      |
| Deny Call Trace             | \$0.00         | N/A         |
| Deny Repeat Call            | \$0.00         | N/A         |
| Deny Return Call            | \$0.00         | N/A         |
| Line Blocking (67)          | \$0.00         | N/A         |

Nonrecurring charge

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.3 IDT America Unlimited Service Plan**

|  | <b>Min.</b> | <b>Max.</b> |
|--|-------------|-------------|
| Package Price for IDT America Unlimited Service Plan |             |             |
| Primary Line, per month                              | \$29.99     | \$59.99     |
| Secondary Line, per month                            | \$25.00     | \$55.00     |
| Service Connection Fee, one time charge per line#    |             |             |
| Primary Line   | \$49.99     | \$99.99     |
| Secondary Line                                       | \$35.00     | \$75.00     |

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, customers service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via idt.net web site.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.3 IDT America Unlimited Service Plan (Cont'd)**

IDT America Unlimited Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Unlimited direct-dialed Toll Calling within the US.
3. Custom Calling Features Package: Caller ID with Name, Call Waiting, Speed Dial (8), Call Waiting with Caller ID and Name and Anonymous Call Rejection.
4. An optional calling card with a rate of \$0.08 per minute (Minimum) to \$0.102 (Maximum) for intrastate calls and \$0.05 per minute (Minimum) to \$0.102 (Maximum) for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Additional calling features may be purchased on an a la carte basis, where available.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.4 IDT America Choice Service Plan**

|   | <b>Min.</b> | <b>Max.</b> |
|---|-------------|-------------|
| Package Price for IDT America Choice Service Plan |             |             |
| Primary Line, per month                           | \$19.99     | \$49.99     |
| Secondary Line, per month                         | \$15.00     | \$39.00     |
| Service Connection Fee, one time charge per line# |             |             |
| Primary Line                                      | \$49.99     | \$99.99     |
| Secondary Line                                    | \$35.00     | \$75.00     |

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via idt.net web site.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.4 IDT America Choice Service Plan (Cont'd)**

IDT America Choice Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.08 per minute (Minimum) to \$0.102 (Maximum).
3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls and \$0.08 per minute (Minimum) to \$0.102 (Maximum) for direct-dialed intrastate interLATA toll calls.
4. Custom Calling Features Package: Caller ID with Name, Call Waiting, Call Waiting with Caller ID and Name and Anonymous Call Rejection.
5. An optional calling card with a rate of \$0.08 per minute (Minimum) to \$0.102 (Maximum) for intrastate calls and \$0.05 per minute (Minimum) to \$0.102 (Maximum) for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
6. Additional calling features may be purchased on an a la carte basis, where available.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.5 IDT America Additional Line Service Plan**

Package Price for IDT America Additional Line Service Plan

|   | <b>Min.</b> | <b>Max.</b> |
|---|-------------|-------------|
| Primary Line, per month                           | \$19.99     | \$39.99     |
| Secondary Line, per month                         | \$19.99     | \$39.00     |
| Service Connection Fee, one time charge per line# |             |             |
| Primary Line                                      | \$49.99     | \$99.99     |
| Secondary Line                                    | \$35.00     | \$75.00     |

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to IDT's "America Unlimited" or "America Choice" plans. In the event the subscriber cancels their "America Unlimited" or "America Choice" plan(s) so that the only remaining IDT local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to the plan type that was cancelled, and billed accordingly. If a subscriber has one or more "America Unlimited" and "America Choice" plans and cancels those plans simultaneously, the "Additional Line" plan will be changed to an "America Unlimited" plan.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

**3.6.5 IDT America Additional Line Service Plan (Cont'd)**

IDT America Additional Line Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.08 per minute (Minimum) to \$0.102 per minute (Maximum).
3. Direct-dialed interstate toll calls within the US for \$0.05 per minute (Minimum) to \$0.102 per minute (Maximum).
4. An optional calling card with a rate of \$0.08 per minute (Minimum) to \$0.102 per minute (Maximum) per minute for intrastate toll calls and \$0.05 per minute for interstate toll calls within the US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Calling Features may be purchased on an a la carte basis, where available.

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**3.6 Network Exchange Service, Cont'd.**

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**3.6 Network Exchange Service, Cont'd.**

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.6 Network Exchange Service, Cont'd.**

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**3.6 Network Exchange Service, Cont'd.**

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**3.6 Network Exchange Service, Cont'd.**

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.7 Miscellaneous Services**

Where available, IDT offers Miscellaneous Services with its IDT America Unlimited, Choice and Additional Line plans. Certain miscellaneous services may be ordered or requested by the subscriber for an additional fee. Unless otherwise noted, rates are non-recurring. Not all services are available in all areas.

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**3.7 Miscellaneous Services, Cont'd.**

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.7 Miscellaneous Services, Cont'd.**

**3.7.3 Reserved for Future Use**

**3.7.4 Reserved for Future Use**

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**3.7 Miscellaneous Services, Cont'd.**

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.7 Miscellaneous Services, Cont'd.****3.7.6 Service Descriptions**

**Service Connection** – When a subscriber requests initial connection or establishment of telephone service (Primary Line) and/or a second or additional line when the second or additional line is ordered simultaneously with the initial connection for service (Secondary Line). Rates for this Service vary, depending on whether IDT was required to make a home visit to install the Service.

**Migration** – Transfer of existing service from one local service provider to another.

**Move Order** – There are two types of Move Orders: Outside Move - Moving service from one location to another requiring a continuation of service at the new location; and Inside Move - Moving service to a different premise within the same address such as a move to a different apartment.

**Transfer of Calls** – Interception and referral of incoming calls to any telephone number.

**Change of Telephone Numbers** – When a subscriber retains service at the same location, but changes his telephone number.

**Feature Add** – When a subscriber customer requests a change, adding or removing a feature.

**Delete a Feature** – When a subscriber requests deletes of a presently received calling feature. Rates for this Service will vary, depending on whether the feature requested to be deleted is included in the caller's service package or not.

**Move Plan** – When a subscriber switches from one IDT Unlimited plan (*i.e.*, Unlimited, Choice or Additional Line) to another. Rates for this Service will vary, depending on the original plan and new plan.

**Disconnect Line** – When a subscriber requests disconnection of one or more telephone lines.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.7 Miscellaneous Services, Cont'd.****3.7.6 Service Descriptions**

**Suspend Line** - Upon the request of the customer, service may be temporarily suspended. Neither outward nor inward calling is provided during the period of suspension.

**Restore Suspended Line/Service** - A restoration charge applies to the restoration of suspended line and/or service and facilities because (voluntary or nonvoluntary) and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

**Change Parameter Within Feature (FID)** - Changing one or more attributes of a feature such as the ring cycle, call forwarding busy telephone number, call forwarding don't answer telephone number, etc.

**Blocking Charge (Add or Delete)** - Service request processing fee to add, change, or delete a blocking feature.

**Supplemental Orders** - Updates to an original service request to modify, change the due date, or cancel the request.

**PIC Change** - After a Customer's initial selection for a presubscribed carrier, for any change thereafter, a Presubscription Change Charge will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**Keep Same Number/New Location** - When a subscriber retains service and telephone number, but changes location. Rates will vary for secondary/additional lines.

**New Location/New Number** - When a subscriber retains service but moves to a new location and switches telephone number.

**Request Call Detail Report** - When a subscriber requests local call detail for a given month.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.7 Miscellaneous Services, Cont'd.****3.7.6 Service Descriptions**

**Add/Delete PIC Freeze** – When a subscriber adds or deletes a PIC Freeze, thus preventing his or her service from being switched without undergoing applicable PIC Freeze requirements.

**Technician Dispatch** - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

**Vanity Number** – A Customer requests a specific telephone number.

**Duplicate Invoice** - A Customer requests an additional copy of a current bill or invoice.

**Toll Restriction** - At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

**Payphone Surcharge** – A surcharge applied to calls made from a payphone.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.7 Miscellaneous Services, Cont'd.**

**3.7.7 Service Rates**

|   | <b>Minimum</b>     | <b>Maximum</b>     |     |
|---|--------------------|--------------------|-----|
| Service Connection Charge without installation visit (Primary Line)         | \$59.00            | \$99.00            |     |
| Service Connection Charge without installation visit (each additional line) | \$45.00            | \$65.00            |     |
| Service Connection Charge with installation visit                           | \$87.50            | \$107.50           |     |
| Migration   | No charge          | \$10.00            |     |
| Move Order  | No charge          | \$50.00            | (I) |
| Transfer of Calls   | No charge          | \$10.00            |     |
| Change of Telephone Numbers   | No charge          | \$10.00            |     |
| Feature Add   | \$1.95             | \$9.95             |     |
| Delete a Feature (Included in Package)                                      | No charge          | \$10.00            |     |
| Delete a Feature (Not Included in Package)                                  | \$1.95             | \$10.00            |     |
| Move (from Any Plan to Unlimited Plan)                                      | No charge          | \$10.00            |     |
| Move (from Unlimited Plan to Any Other Plan)                                | \$1.95             | \$9.95             |     |
| Disconnect Line   | No charge          | \$10.00            |     |
| Suspend Line (Voluntary or Involuntary)                                     | No charge          | \$10.00            |     |
| Restore Suspended or Disconnected Line - (per occasion, per line)           | \$29.99            | \$49.99            |     |
| Change Parameter Within Feature (FID)                                       | \$1.00 per request | \$5.00 per request |     |
| Blocking Change (Add or Delete)   | \$4.95             | \$9.95             |     |
| Supplemental Orders   | No Charge          | \$10.00            |     |
| Keep Same Phone Number – New Location (Primary Line)                        | \$9.99             | \$39.95            |     |
| (each additional line)  | \$1.95             | \$9.95             |     |
| New Location/New Number (Primary Line)                                      | \$59.00            | \$79.95            |     |
| (each additional line)  | \$45.00            | \$65.00            |     |
| Request Call Detail Report  | \$1.00             | \$15.00            |     |
| Add/Delete PIC Freeze   | TBD                | TBD                |     |
| Repair Charge with Technician Dispatch                                      | TBD                | TBD                |     |
| Vanity Number   | TBD                | TBD                |     |
| Duplicate Invoice   | No Charge          | \$10.00            |     |
| Toll Restriction  | TBD                | TBD                |     |
| Payphone Surcharge  | \$0.35             | \$0.65             |     |

Service Connection fee waived for those customers who have telephone service prior to switching to IDT and who retain their existing telephone number after switching their service to IDT.

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**3.9 Reserved for Future Use**

**3.10 Reserved for Future Use**

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.12 Local Operator Service**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to 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.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to 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.

**Operator Station** - These charges apply in addition to 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.

**Person-to-Person** - This charge applies in addition to 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.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.12 Local Operator Service, Cont'd.**

**Collect** This charge applies when a calling party dials '0-NPA-NXX-XXXX' from any originating line and asks the operator to place a collect call to a terminating line. Collect calls can be local, regional or long-distance and are charged to the terminating line.

**Third Party Billed** – This charge applies when the calling party dials '0-NPA-NXX-XXXX' and asks the operator to bill the call to any line. Calls can be local, regional or long-distance, and originate from any line and terminate to any line.

**3.12.1 Local and IntraLATA Usage Rates**

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (Section 3.6).

**3.12.2 Per Call Service Charge**

In addition to applicable usage charges, a service charge applies to each call completed with operator assistance. When more than one service charge would apply, only the greater charge is applied.

|                              | <u>Min.</u> | <u>Max</u> |
|------------------------------|-------------|------------|
| Customer Dialed Calling Card | \$0.20      | \$0.50     |
| Collect                      | \$0.75      | \$2.40     |
| Third Party Billed           | \$0.65      | \$2.00     |
| Person-to-Person             | \$1.70      | \$5.25     |
| Operator Dialed Calling Card | \$1.00      | \$2.40     |
| Operator Dialed Surcharge    | \$0.50      | \$2.40     |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.12 Local Operator Service, Cont'd.**

**3.12.3 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line.

Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

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

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

|  | <u>Per Request</u> |            |
|--|--------------------|------------|
|  | <u>Min.</u>        | <u>Max</u> |
| Busy Line Verification, each occasion  | \$0.50             | \$3.00     |
| Emergency Interruption, each occasion and in addition to the Verification charge | \$0.50             | \$5.00     |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.13 Directory Assistance****3.13.1 Basic Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

There are no call allowances for Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.13 Directory Assistance, (Cont'd.)****3.13.2 Directory Assistance Call Completion****A. General**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

**B. Regulations**

- .1 DACC will be provided only where facilities and operating conditions permit and only when billing requirements can be met.
- .2 The DACC charge will apply in addition to normal usage and Directory Assistance charges.
- .3 The DACC charge will be billed directly to the telephone number to which the Directory Assistance charge applies. In addition, the calling party will incur normal usage charges for all calls completed between the calling station and the station connected via DACC.
- .4 In situations where the calling number cannot be billed directly, the call will be completed automatically only as a calling card, bill to third number or collect call. The charge appropriate to the billing option used will apply in addition to the DACC charge.
- .5 DACC is not provided for:
  - 1.1 interstate calls
  - 1.2 interLATA calls
  - 1.3 non-published telephone numbers
  - 1.4 Audiotex Services numbers
  - 1.5 Circuit 9 numbers
  - 1.6 700, 800 or 900 numbers
  - 1.7 calls from Public Access Lines

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.13 Directory Assistance, (Cont'd.)****3.13.2 Directory Assistance Call Completion****B. Regulations**

- .6 IntraLATA calls completed through the use of DACC will be carried by the Company, notwithstanding the identity of the presubscribed intraLATA carrier selected by the customer.
- .7 When a caller requests more than one number from Directory Assistance, DACC is offered only for the last number requested.
- .8 The DACC charge applies only to calls actually completed.
- .9 The DACC charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
- .10 There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances or exemptions as stated in Section 5.5.2.
- .11 Customers may request that their line(s) be restricted to deny alternate billing (e.g., third number billing) and DACC charge billing. No recurring or nonrecurring charges will apply.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.13 Directory Assistance, (Cont'd.)****3.13.3 National Directory Assistance Service****A. General**

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

**B. Regulations**

- .1 National Directory Assistance is provided subject to the availability of facilities and is access by dialing 411 or such number(s) as the Company may designate.
- .2 The NDA charge applies whether or not an number or listing information is provided, including requests for numbers that are non-published, non-listed or not found. No charge applies for NDA listing requests which result in the calling party receiving a wrong number provided that the calling party reports the wrong number to the Company.
- .3 Customers will be charged for each NDA call. A maximum of two (2) requests for listings will be allowed per call. No discounts or allowances apply on charges for NDA service.
- .4 A customer may request both an NDA listing and a listing located within the customer's local Directory Assistance area on the same call. The customer will be charges for the NDA request and for the local Directory Assistance area request.
- .5 There are no allowances for NDA, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances or exemptions as stated in Section 5.5.2.
- .6 The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished and the customer shall save the Company harmless against all claims that may arise from the use of such information.
- .7 NDA is available on a direct dialed basis and may not be alternately billed.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.13 Directory Assistance, (Cont'd.)**

**3.13.4 Rates**

**A. Residential**

|   | <u>Minimum</u> | <u>Maximum</u> |
|---|----------------|----------------|
| <b>Basic Directory Assistance</b>           |                |                |
| Local, per call                             | \$0.20         | \$0.95         |
| Toll, per call                              | \$0.45         | \$1.50         |
| <b>Directory Assistance Call Completion</b> |                |                |
| Per completed call                          | \$0.15         | \$0.55         |
| <b>National Directory Assistance</b>        |                |                |
| Direct dialed, per call                     | \$0.45         | \$1.50         |

**B. Business**

|   | <u>Minimum</u> | <u>Maximum</u> |
|---|----------------|----------------|
| <b>Basic Directory Assistance</b>           |                |                |
| Local, per call                             | \$0.20         | \$1.50         |
| Toll, per call                              | \$0.45         | \$1.50         |
| <b>Directory Assistance Call Completion</b> |                |                |
| Per completed call                          | \$0.15         | \$0.95         |
| <b>National Directory Assistance</b>        |                |                |
| Direct dialed, per call                     | \$0.45         | \$2.00         |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.14 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**3.14.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**3.14.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**3.14.3 Additional Listing**

Additional listings are confined to the names of those who are entitled to use the customer's service.

**3.14.4 Toll-Free Directory Listing**

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.14 Listing Services****3.14.4 Rates and Charges**

| <u>Monthly Charges</u>        | <u>Minimum</u> | <u>Maximum</u> |
|-------------------------------|----------------|----------------|
| Primary Listing,              |                |                |
| Business                      | \$ 0.00        | \$ 3.00        |
| Residence                     | \$ 0.00        | \$ 3.00        |
| Additional Listings,          |                |                |
| Business                      | \$ 0.95        | \$ 3.00        |
| Residence                     | \$ 0.95        | \$ 3.00        |
| Non-Listed,                   |                |                |
| Business                      | \$ 0.50        | \$ 10.00       |
| Residence                     | \$ 0.50        | \$ 10.00       |
| Non-Published,                |                |                |
| Business                      | \$ 1.00        | \$ 3.00        |
| Residence                     | \$ 1.00        | \$ 3.00        |
| Toll-Free Directory Listings, |                |                |
| Business                      | \$ 0.95        | \$ 30.00       |
| Residence                     | \$ 0.95        | \$ 30.00       |

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 3.7.5 of this tariff.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.15 IDT Travel Card 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 intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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.

|               | <u>Minimum</u> | <u>Maximum</u> |
|---------------|----------------|----------------|
| Rate Per Call | \$0.20         | \$1.00         |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.16 Carrier Presubscription****3.16.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**3.16.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

**Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

**Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

**Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.16 Carrier Presubscription, (Cont'd.)****3.16.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed. Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 3.16.5 below:

**3.16.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request. Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 3.16.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.16 Carrier Presubscription, (Cont'd.)**

**3.16.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

|  | <u>Minimum</u> | <u>Maximum</u> |
|--|----------------|----------------|
| Per business or residence line,<br>trunk, or port: | \$2.50         | \$7.50         |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.****3.17 Referral Service****3.17.1 General**

Referral Services announce to the calling party the status of a called party's number and, when appropriate, refers the calling party to a number(s) where the called party can be reached for a specified time period. These services are provided either through a recorded announcement or by a special operator. Customers can choose between having their numbers referred or having a disconnect message provided to the calling party. Customers whose telephone services are permanently disconnected because of nonpayment are placed on Disconnect Announcement Service without a referral to another number.

Services described are provided to Customers when and where facilities and numbers are available.

Disconnect Announcement Service - Provides the caller of a disconnected, suspended or changed number a recorded announcement that states the number's status without giving a referral number. Provided to Customers without additional charge and are normally available for a minimum of one (1) month.

Basic Referral Service - Uses a recorded announcement to give the caller of a disconnected, suspended or changed number, the number's status and a referral number. Provided to Customers without additional charge and are normally available for a minimum of one (1) month.

Corrective Referral Service - Provides the caller of a number that has been printed or announced incorrectly through a media source a recorded announcement of its status and a referral number. This service applies to media errors involving a number that has not been assigned to another customer. Available for periods ranging from a minimum of one (1) month to a maximum of fifteen (15) months.

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.17 Referral Service, (Cont'd)**

**3.17.1 General**

Split Referral Service - Routes a call which was placed to a disconnected, suspended or changed number(s) to a special operator who will state the called number's status and provide one or more referral numbers to the calling party. This service could also apply to a working number that has been printed or announced incorrectly through a media source. Service is available for periods ranging from a minimum of one (1) month to a maximum of fifteen (15) months.

Number-To-Number - Provides the caller of a disconnected, suspended or changed residence or business line number, a recorded announcement that states the line number status and a referral number. For residence, and business line numbers not eligible for basic referral, the minimum period for this service is one (1) month and the maximum period is one (1) year. For business line number eligible for a basic referral, the minimum period for this service is one (1) month and the maximum period is three (3) months.

**3.17.2 Rates - Residence**

|                        | <u>Minimum</u> | <u>Maximum</u> |
|------------------------|----------------|----------------|
| Basic Referral Service | \$2.00         | \$6.00         |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.17 Referral Service, (Cont'd)**

**3.17.3 Rates - Business**

|                        | <u>Minimum</u> | <u>Maximum</u> |
|------------------------|----------------|----------------|
| Basic Referral Service | \$3.50         | \$11.00        |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.18 Toll Restriction Service**

At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

**3.18.1 Rates - Residential**

|                                   | <u>Minimum</u> | <u>Maximum</u> |
|-----------------------------------|----------------|----------------|
| Toll Restriction Charge, per line | \$4.99         | \$15.00        |
| Toll Resotral charge, per line    | \$4.99         | \$15.00        |

**3.18.2 Rates - Business**

|                                   | <u>Minimum</u> | <u>Maximum</u> |
|-----------------------------------|----------------|----------------|
| Toll Restriction Charge, per line | \$4.99         | \$15.00        |
| Toll Resotral charge, per line    | \$4.99         | \$15.00        |

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**

**3.19 Reserved for Future Use**

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**SECTION 4 – LONG DISTANCE SERVICES**

**4.1 General**

Rates and regulations for the Company's Long Distance Services may be found in Company's New York Tariff No. 2.

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**SECTION 5 – ACCESS SERVICES**

**5.1 General**

Rates and regulations for the Company's Access Services may be found in Company's New York Tariff No. 4.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS****6.1 Special Equipment for the Hearing or Speech Impaired Customer**

- 6.1.1** As required by Section 102-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a Customer certified as hearing or speech impaired.
- 6.1.2** A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 6.1.3** The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 6.1.4** The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 6.1.5** The Company will also advise the Customer who requests this equipment of the applicable terms for purchase.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D****6.2 Discounted Service for the Hearing or Speech Impaired Customer****6.2.1 General**

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

**6.2.2 Certification**

Acceptable certifications are:

1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

**6.2.3 Qualification**

A Customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication.

**6.2.4 Billing**

The reduction in charges is applied only at one location, designated by the impaired person.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D****6.3 Universal Emergency Telephone Number Service**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D****6.4 New York Relay Service****6.4.1 General**

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 600 number. Specific 600 numbers have been designated for both impaired and non-impaired Customers to use.

**6.4.2 Regulations**

- .1 Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- .2 Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- .3 Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D****6.4 New York Relay Service, (Cont'd.)****6.4.2 Regulations, (Cont'd.)**

- .4 The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
  2. calls to time or weather recorded messages;
  3. station sent paid calls from coin telephones; and
  4. operator-handled conference service and other teleconference calls.

**6.4.3 Liability**

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the Customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the Customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the Customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D****6.5 Discount Telephone Service Options (T)****6.5.1 General**

Subscribers who meet the Eligibility will receive a credit of \$9.00 on any service offered by IDT under NY PSC no. 5. (C)  
(C)

**6.5.2 Eligibility**

This service is restricted to low income residential Customers. To qualify for discount service a Customer must be income eligible for benefits from any one of the following Entitlement Programs administered by the New York State Department of Social Services:

Aid to Families with Dependent Children (AFDC)  
Food Stamps  
Home Energy Assistance Program (HEAP)  
Home Relief  
Medicaid  
Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the Customer is sent an application form to be completed by the Customer or authorized representative of the Customer, as designated by the New York State Department of Social Services and identified as so authorized on the Customer's card for any of the above benefits.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D****6.5 Discount Telephone Service Options, (Cont'd.)****6.5.2 Eligibility, (Cont'd.)**

In addition, applicants are eligible for discounted rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions. (T)

Discounted services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The discount is credited as of the service connection date. (T)

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with the New York State Department of Social Services (DSS) and/or the New York City Community Development Agency (CDA).

The Company, in coordination with appropriate agencies, will periodically verify each Customer's eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the discount will be discontinued. (T)

The Customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service. (T)

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D**

**6.5 Discount Telephone Service Options, (Cont'd.)**

**6.5.3 Charges**

A qualified Customer may choose one of the services listed in this tariff.  
For connection of new service, service connection charges apply.

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**SECTION 6 – SPECIAL SERVICES AND PROGRAMS, CONT'D**

**6.6 Reserved for Future Use**

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**SECTION 7 - PROMOTIONAL OFFERINGS****7.1 Special Promotions**

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements. Notice of such promotional offerings will be filed with the New York Department of Public Service.

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**SECTION 8 - SERVICE AREAS****8.1 Local Calling Areas**

Local Calling Areas mirror those defined in the tariffs of New York Telephone Company d/b/a Bell Atlantic with the exception of LATA 132.

The Local Calling Areas for LATA 132 are the Home Region areas for LATA 132 as defined by New York Telephone d/b/a Bell Atlantic. Calls terminating outside the Home Region are rated as long distance calls.

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**SECTION 9 – SPECIAL ARRANGEMENTS****9.1 Special Construction****9.1.1 General**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

**9.1.2 Basis for Cost Computation**

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) equipment and materials provided or used;
  - b) engineering, labor, and supervision;
  - c) transportation; and
  - d) rights of way and/or any required easements.
- .2 Cost of maintenance.
- .3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- .4 Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- .5 License preparation, processing, and related fees.

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**SECTION 9 – SPECIAL ARRANGEMENTS****9.1 Special Construction, (Cont'd.)****9.1.2 Basis for Cost Computation, (Cont'd)**

- .6 Tariff preparation, processing and related fees.
- .7 Any other identifiable costs related to the facilities provided; or
- .8 An amount for return and contingencies.

**9.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- .1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- .2 The amount of the maximum termination liability is equal to the estimated amounts (including return)
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) equipment and materials provided or used;
    - b) engineering, labor, and supervision;
    - c) transportation; and
    - d) rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- .3 The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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**SECTION 9 – SPECIAL ARRANGEMENTS****9.2 Non-Routine Installation and/or Maintenance****9.2.1 General**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**9.2.2 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the Customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 5) Length of the agreement.

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**ATTACHMENT A  
CURRENT RATES**

**Telephone Surcharges****Gross Revenue and MTA Tax Surcharges****A. Local Service:**

## 1. Gross Revenue Tax Surcharges

| <u>Period</u> | <u>Services Provided<br/>For Resale</u> | <u>IntraLATA Toll &amp;<br/>RCP Service</u> | <u>All Other<br/>Services</u> |
|---------------|---|---|-------------------------------|
| 7/1/2000 +    | .3764%                                  | 2.8273%                                     | 2.9405%                       |

## 2. MTA Tax Surcharges

| <u>Period</u> | <u>Services Provided<br/>For Resale</u> | <u>IntraLATA Toll &amp;<br/>RCP Service</u> | <u>All Other<br/>Services</u> |
|---------------|---|---|-------------------------------|
| 10/1/98+      | .1277%                                  | .6890%                                      | .73%                          |

These surcharges are not applicable to services provided for resale to telecommunications companies possessing a Certificate of Public Convenience and Necessity issued by the Public Service Commission.

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ATTACHMENT A

**CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Unlimited Service Plan**

Package Price for IDT America Unlimited Service Plan

|   |         |     |
|---|---------|-----|
| Primary Line, per month                           | \$44.95 | (I) |
| Secondary Line, per month                         | \$44.95 | (I) |
| Service Connection Fee, one time charge per line# |         |     |
| Primary Line                                      | \$69.00 |     |
| Secondary Line                                    | \$55.00 |     |

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, customers service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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**ATTACHMENT A**

**CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Unlimited Service Plan**

IDT America Unlimited Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Unlimited direct-dialed Toll Calling within the US.
3. Custom Calling Features Package: Caller ID with Name, Call Waiting, Speed Dial (8), Call Waiting with Caller ID and Name and Anonymous Call Rejection.
4. An optional calling card with a rate of \$0.08 per minute for intrastate calls and \$0.05 per minute for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Additional calling features may be purchased on an a la carte basis, where available.

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Choice Service Plan**

Package Price for IDT America Choice Service Plan

|   |         |     |
|---|---------|-----|
| Primary Line, per month                           | \$33.95 | (I) |
| Secondary Line, per month                         | \$33.95 | (I) |
| Service Connection Fee, one time charge per line# |         |     |
| Primary Line                                      | \$69.00 |     |
| Secondary Line                                    | \$55.00 |     |

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Choice Service Plan (Cont'd)**

IDT America Choice Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.08 per minute.
3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls and \$0.08 per minute for direct-dialed intrastate interLATA toll calls.
4. Custom Calling Features Package: Caller ID with Name, Call Waiting, Call Waiting with Caller ID and Name and Anonymous Call Rejection.
5. An optional calling card with a rate of \$0.08 per minute for intrastate calls and \$0.05 per minute for interstate calls within the US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
6. Additional calling features may be purchased on an a la carte basis, where available.

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Choice Service Plan**

|   |         |     |
|---|---------|-----|
| Package Price for IDT America Choice Service Plan |         |     |
| Primary Line, per month                           | \$33.95 | (I) |
| Secondary Line, per month                         | \$33.95 | (I) |
| Service Connection Fee, one time charge per line# |         |     |
| Primary Line                                      | \$69.00 |     |
| Secondary Line                                    | \$55.00 |     |

This service is for use by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Choice Service Plan (Cont'd)**

IDT America Choice Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.08 per minute.
3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls and \$0.08 per minute for direct-dialed intrastate interLATA toll calls.
4. Custom Calling Features Package: Caller ID with Name, Call Waiting, Call Waiting with Caller ID and Name and Anonymous Call Rejection.
5. An optional calling card with a rate of \$0.08 per minute for intrastate calls and \$0.05 per minute for interstate calls within the US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
6. Additional calling features may be purchased on an a la carte basis, where available.

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates  
Network Exchange Service**

**Optional Calling Features - Rates**

| <b>Feature</b>              | <b>Monthly Rate</b> |
|-----------------------------|---------------------|
| Three Way Calling           | \$1.95              |
| Three Way Calling (Per Use) | \$0.75              |
| Speed Dial - 8              | \$1.95              |
| Speed Dial - 30             | \$2.95              |
| Call Return                 | \$2.95              |
| Call Return (Per Use)       | \$0.75              |
| Repeat Dialing              | \$1.95              |
| Repeat Dialing (Per Use)    | \$0.75              |
| Anonymous Call Rejection    | \$2.95              |
| Call Trace                  | \$1.00              |
| Call Forwarding Variable    | \$1.95              |
| Anonymous Call Rejection    | \$2.95              |
| Call Block                  | \$2.95              |
| Call Waiting                | \$4.95              |
| Call Waiting Deluxe         | \$5.95              |
| Caller ID                   | \$4.95              |
| Caller ID with Name         | \$5.95              |
| Deny Call Trace             | N/A                 |
| Deny Repeat Call            | N/A                 |
| Deny Return Call            | N/A                 |
| Line Blocking (67)          | N/A                 |
| Nonrecurring charge         |                     |

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Network Exchange Service**

**IDT America Additional Line Service Plan**

Package Price for IDT America Additional Line Service Plan

|   |         |     |
|---|---------|-----|
| Primary Line, per month                           | \$26.95 | (I) |
| Secondary Line, per month                         | \$26.95 | (I) |
| Service Connection Fee, one time charge per line# |         |     |
| Primary Line                                      | \$69.00 |     |
| Secondary Line                                    | \$55.00 |     |

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to IDT's "America Unlimited" or "America Choice" plans. In the event the subscriber cancels their "America Unlimited" or "America Choice" plan(s) so that the only remaining IDT local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to the plan type that was cancelled, and billed accordingly. If a subscriber has one or more "America Unlimited" and "America Choice" plans and cancels those plans simultaneously, the "Additional Line" plan will be changed to an "America Unlimited" plan.

IDT America Additional Line Service Plan includes the following:

1. Local Line and unlimited direct-dialed Local Exchange calling.
2. Direct-dialed intrastate toll calls for \$0.08 per minute.
3. Direct-dialed interstate toll calls within the US for \$0.05 per minute.
4. An optional calling card with a rate of \$0.08 per minute for intrastate toll calls and \$0.05 for interstate toll calls within the US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
5. Calling Features may be purchased on an a la carte basis, where available.

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**ATTACHMENT A  
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**Section 3 - Basic Services and Rates**

**Reserved for Future Use**

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**ATTACHMENT A  
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**Section 3 - Basic Services and Rates**

**Reserved for Future Use**

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**ATTACHMENT A  
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**Section 3 - Basic Services and Rates**

**Reserved for Future Use**

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 – Basic Services and Rates**

**Service Order and Change Charges**

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 – Basic Services and Rates**

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Miscellaneous Services - Rates**

|  |  |     |
|--|--|-----|
| Service Connection Charge without installation visit | \$69.00 (Primary Line)<br>\$55.00 (each additional line) |     |
| Service Connection Charge with installation visit    | \$97.50  |     |
| Migration  | No charge  |     |
| Move Order   | \$49.95  | (N) |
| Transfer of Calls                                    | TBD  |     |
| Change of Telephone Numbers                          | TBD  |     |
| Feature Add  | \$4.95   |     |
| Delete a Feature (Included in Package)               | No charge  |     |
| Delete a Feature (Not Included in Package)           | \$4.95   |     |
| Move (from Any Plan to Unlimited Plan)               | No charge  |     |
| Move (from Unlimited Plan to Any Other Plan)         | \$4.95   |     |
| Disconnect Line                                      | No charge  |     |
| Suspend Line (Voluntary or Involuntary)              | No charge  |     |
| Restore Suspended or Disconnected Line (line)        | \$29.99 (per occasion, per line)                         |     |
| Change Parameter Within Feature (FID)                | \$1.50 per request                                       |     |
| Blocking Change (Add or Delete)                      | \$4.95   |     |
| Supplemental Orders                                  | No Charge  |     |
| Keep Same Phone Number – New Location                | \$19.99 (Primary Line)<br>\$4.95 (each additional line)  |     |
| New Location/New Number                              | \$69.00 (Primary Line)<br>\$55.00 (each additional line) |     |
| Request Call Detail Report                           | \$10.00  |     |
| Add/Delete PIC Freeze                                | TBD  |     |
| Repair Charge with Technician Dispatch               | TBD  |     |
| Vanity Number  | TBD  |     |
| Duplicate Invoice                                    | No Charge  |     |
| Toll Restriction                                     | TBD  |     |
| Rate Per Call  | \$0.50   |     |

Service Connection fee waived for those customers who have telephone service prior to switching to IDT and who retain their existing telephone number after switching their service to IDT.

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Carl Wolf Billek, Senior Regulatory Counsel  
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(973) 438-1000

Effective: 04/27/10

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

| <b>Directory Assistance Services</b>        | <u>Residential</u> | <u>Business</u> |
|---|--------------------|-----------------|
| <b>Basic Directory Assistance</b>           |                    |                 |
| Local, per call                             | \$0.95             | \$0.95          |
| Toll, per call                              | \$0.95             | \$0.95          |
| <b>Directory Assistance Call Completion</b> |                    |                 |
| Per completed call                          | \$0.30             | \$0.30          |
| <b>National Directory Assistance</b>        |                    |                 |
| Direct dialed, per call                     | \$0.95             | \$0.95          |

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Local Operator Service**

**Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

**Local and IntraLATA Per Call Service Charges**

|                              |        |
|------------------------------|--------|
| Customer Dialed Calling Card | \$0.40 |
| Operator Dialed Calling Card | \$1.58 |
| Collect                      | \$1.33 |
| Third Party Billed           | \$1.33 |
| Person-to-Person             | \$3.49 |
| Operator Dialed Surcharge    | \$0.80 |

**Busy Line Verification and Line Interrupt Service**

|   |        |
|---|--------|
| Busy Line Verification, each request  | \$2.25 |
| Emergency Interruption, each occasion and<br>in addition to the Verification charge | \$5.00 |

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Directory Listing Service**

|                               | <u>Per Month</u> |
|-------------------------------|------------------|
| Primary Listing,              |                  |
| Business                      | \$ 0.00          |
| Residence                     | \$ 0.00          |
| Additional Listings,          |                  |
| Business                      | \$ 2.00          |
| Residence                     | \$ 2.00          |
| Non-Listed,                   |                  |
| Business                      | \$ 2.00          |
| Residence                     | \$ 2.00          |
| Non-Published,                |                  |
| Business                      | \$ 2.00          |
| Residence                     | \$ 2.00          |
| Toll-Free Directory Listings, |                  |
| Business                      | \$ 15.00         |
| Residence                     | \$ 15.00         |

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 3.7.5 of this tariff.

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 – Basic Services and Rates**

**Carrier Presubscription**

Nonrecurring Charge

Per business or residence line, trunk or port: \$5.00

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**Section 3 - Basic Services and Rates**

**Referral Services**

Basic Referral Service \$7.00

**Restriction/Restoral Services**

Toll Restriction Charge, per line \$5.00

Toll Restoral charge, per line \$5.00

**Blocking Services**

|                                      | <u>Nonrecurring Charge</u> |                 |
|--------------------------------------|----------------------------|-----------------|
|                                      | <u>Residence</u>           | <u>Business</u> |
| <u>Options 1, 2, 3, 4 or 5</u>       |                            |                 |
| 2-Party, Individual Line Residence,  |                            |                 |
| One or More Individual Line Business |                            |                 |
| Per Option                           | \$0.00                     | \$10.50         |
| Per Cancellation                     | \$0.00                     | \$0.00          |

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**ATTACHMENT A  
CURRENT RATES (CONT'D.)**

**DISCOUNTS**

**A. Services Ineligible for Schools and Libraries Discount**

1. Voice Mail Services

**B. Schools and Libraries Discount Matrix**

| <b>How Disadvantaged</b>                                 | % DISCOUNT LEVEL  |                   |
|--|-------------------|-------------------|
|  | Urban<br>Discount | Rural<br>Discount |
| % of students eligible for national school lunch program |                   |                   |
| < 1  | 20                | 25                |
| 1-19   | 40                | 50                |
| 20-34  | 50                | 60                |
| 35-49  | 60                | 70                |
| 50-74  | 80                | 80                |
| 75-100   | 90                | 90                |

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