#### WYOMING

#### RESALE COMMON CARRIER TELECOMMUNICATIONS TARIFF

**FOR** 

# CUSTOM TELECONNECT, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Custom Teleconnect, Inc. within the State of Wyoming. This tariff is on file with the Wyoming Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

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Las Vegas, Nevada 89102 Telephone: (702) 368-3324 Wyoming PSC Price List No. 1 8<sup>th</sup> Revised Page No. 2 Cancels 7<sup>th</sup> Revised Page No. 2

Issued: March 23, 2006 Proposed Effective: March 24, 2006

#### **CHECK SHEET**

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

<b>PAGE</b>	REVISION		PAGE	REVISION
1	Original		26	Original
2	8 <sup>th</sup> Rev.	*	27	Original
3	Original		28	Original
4	Original		28.1	Original
5	Original		29	Original
6	Original		30	$4^{th}$
7	Original		31	$3^{rd}$
8	Original		31.1	Original
9	Original		32	$3^{\rm rd}$
10	Original		33	$3^{\rm rd}$
11	Original		34	$1^{st}$
12	Original		35	$3^{rd}$
13	Original		35.1	Original
14	Original		35.2	Original
15	Original		35.3	$2^{\text{nd}}$
16	Original		34.3.1	Original
17	Original		35.4	2 <sup>nd</sup> Rev. *
18	Original		36	Original
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#### **SYMBOLS**

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

egulation.

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

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

#### TARIFF FORMAT

- **A. Sheet Numbering** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet 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.(A) 2.1.1.(A)(1) 2.1.1.(A)(1)(a) 2.1.1.(A)(1)(a)(I) 2.1.1.(A)(1)(a)(I)(i) 2.1.1.(A)(1)(a)(I)(i)

**D.** Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet 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 sheet to find out if a particular sheet is the most current on file with the Commission.

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

**APSC** - Used throughout this tariff to refer to The Wyoming Public Service Commission.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

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

**Available Usage Balance -** The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Commission** - Refers to the Wyoming Public Service Commission.

**Company** - Refers to Custom Teleconnect, Inc., unless otherwise indicated by the context.

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

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

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

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account code and instructions for accessing the Carrier's network.

**Debit Service Call -** A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Initial Usage Balance -** The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

**Personal Identification Number (PIN)** - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account. See Authorization Code.

**Renewal -** A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

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

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

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

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Custom Teleconnect** - Used throughout this tariff to refer to Custom Teleconnect, Inc. unless otherwise clearly indicated by the context.

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

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

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

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

# 2.1 Undertaking of Custom Teleconnect

Custom Teleconnect' services and facilities are furnished for communications originating at specified points within the State of Wyoming under terms of this tariff.

Custom Teleconnect installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Custom Teleconnect may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Custom Teleconnect network. The Customer shall be responsible for all charges due for such service arrangement.

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

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

#### 2.2 Limitations

- **2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Custom Teleconnect reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- **2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.2.4** All facilities provided under this tariff are directly or indirectly controlled by Custom Teleconnect and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- **2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 Custom Teleconnect reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

#### 2.3 Use

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

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

#### 2.4 Liabilities of the Company

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

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

## 2.4 Liabilities of Company, (Cont'd.)

- **2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- **2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- **2.4.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

## 2.5 Terminal Equipment

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

#### 2.6 Installation and Termination

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

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

## 2.7 Payment for Service

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

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent discosure of their Personal Identification Number. Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Custom Teleconnect' credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

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

# 2.8 Deposits

The Company does not collect deposits for services provided to its Customers. The prepayment of service immediately available, such as debit card service, does not constitute a deposit.

#### 2.9 Advance Payments

The Company does not collect advance payments for services provided to its Customers. The prepayment of service immediately available, such as debit card service, does not constitute an advance payment.

#### **2.10** Taxes

All federal, state and local taxes, including but not limited to federal excise tax, state gross receipts taxes, sales taxes, and municipal utilities taxes are listed as separate line items on the customers bill. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

#### 2.11 Miscellaneous Rates and Charges

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

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

- 2.12 [Reserved for Future Use]
- 2.13 [Reserve d for Future Use]

#### 2.14 Interconnection

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

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

## 2.15 Refusal or Discontinuance by Company

- **2.15.1** Custom Teleconnect may refuse or discontinue service with proper notice to the Customer for any of the following reasons:
  - (A) For failure of the Customer to pay a bill for regulated service when it is due.
  - **(B)** For failure of the Customer to meet the Company's deposit and credit requirements.
  - **(C)** For failure of the Customer to make proper application for service.
  - (D) For Customer's violation of any of the Company's rules on file with the Commission.
  - **(E)** For failure of the Customer to provide the Company reasonable access to its equipment and property.
  - (**F**) For Customer's breach of the contract for service between the Company and the Customer.
  - (G) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
  - (H) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
  - (I) When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
  - (**J**) When the established expiration date of the Debit Account is reached.

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

## 2.15 Refusal or Discontinuance by Company, (Cont'd.)

- **2.15.2** Custom Teleconnect may refuse or discontinue service without notice to the Customer for any of the following reasons:
  - (A) In the event of tampering with the Company's equipment.
  - (B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
  - (C) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
  - **(D)** In the event of fraudulent use of the service.

#### 2.16 Cancellation by Customer

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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

## 2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

## 2.18 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

## 2.19 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

#### 2.20 Cost of Collection and Repair

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

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

#### 2.21 Toll Free Se rvices

- **2.21.1** The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.21.2** The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- **2.21.3** 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- **2.21.4** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

#### 2.22 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES

# 3.1 General

Custom Teleconnect provides operator services, direct dialed one plus and toll free inbound services for communications originating and terminating within the State of Wyoming under terms of this tariff.

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

# 3.2 Timing of Calls

- **3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- **3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.
- **3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- **3.2.4** The company will not bill for incomplete calls.

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.3 Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

- **3.3.1** Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.
- **3.3.2** Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

## 3.4 Special Access Channels

Special access channels (ie: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. Custom Teleconnect will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.5 Calculation of Distance

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

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

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

- **Step 1** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- **Step 3** Square the differences obtained in Step 2.
- **Step 4** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- **Step 5** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- **Step 6** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

#### Formula:

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

# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 3.6 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.7 Custom Teleconnect Intrastate Service

Custom Teleconnect Intrastate Service is offered to Customers for the provision of long distance services to the Customer. Custom Teleconnect Intrastate Services are an add on to Custom Teleconnect Interstate Service. All calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### **3.7 Custom Teleconnect Intrastate Service**, (Cont'd.)

#### 3.7.1 **Custom Teleconnect Direct Dial Service**

Custom Teleconnect Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

	Month to Month		One Year Term		Two Year Term		Three Year Term	
	Initial 18 Secs.	Each Add'l. 6 Secs.						
•		SWITCHED ACCESS SERVICE						
	\$0.0273	\$0.0091	\$0.0259	\$0.0086	\$0.0246	\$0.0082	\$0.0234	\$0.0078
		DEDICATED ACCESS SERVICE						
Day	\$0.0220	\$0.0073	\$0.0209	\$0.0070	\$0.0199	\$0.0066	\$0.0190	\$0.0063
Non-Day	\$0.0220	\$0.0073	\$0.0209	\$0.0070	\$0.0199	\$0.0066	\$0.0190	\$0.0063

# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

# 3.7 Custom Teleconnect Intrastate Affinity Service, (Cont'd.)

#### 3.7.2 Custom Teleconnect Toll Free Inbound Service

Custom Teleconnect Toll Free Inbound Service is available to Customers who receive Toll Free inbound (8xx) calls from within the State of Wyoming. This service permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Custom Teleconnect Toll Free Inbound Service, the Customer is billed for the call rather than the call originator.

_	Month to Month		One Year Term		Two Year Term		Three Year Term	
	Initial 18 Secs.	Each Add'l. 6 Secs.						
•		SWITCHED ACCESS SERVICE						
	\$0.0273	\$0.0091	\$0.0259	\$0.0086	\$0.0246	\$0.0082	\$0.0234	\$0.0078
	•	DEDICATED ACCESS SERVICE						
Day	\$0.0220	\$0.0073	\$0.0209	\$0.0070	\$0.0199	\$0.0066	\$0.0190	\$0.0063
Non-Day	\$0.0220	\$0.0073	\$0.0209	\$0.0070	\$0.0199	\$0.0066	\$0.0190	\$0.0063

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#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.7 Custom Teleconnect Intrastate Affinity Service, (Cont'd.)

#### 3.7.3 Nonsubscriber Service Charge

A Nonsubscriber Service Charge is applicable to operator assisted calls billed to residential lines which are presubscribed to an interexchange carrier other than CTI, or nor presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

(N)
|
|
|
|
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|
|
(N)

Wyoming PSC Price List No. 1

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 3.8 Operator Services

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

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

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.8 Operator Services, (Cont'd.)

3.8.1	Rate Plan Number 1	WY1	(IntraState):	Current Per	Minute Usage Rates

**(T)** 

All Mileage Bands All Times of Day

\$0.99

(T) (I)

### 3.8.2 Per Call Operator Service Charges

Per Minute Rate:

 $(\mathbf{T})$ 

Customer Dialed/Automated: \$ 4.99 Customer Dialed & Operator Assisted: \$ 7.50 (I) Customer Dialed - Operator Must Assisted: \$ 4.99 Operator Dialed Calling Card Station: \$ 7.50 (I)

 Automated
 Operator Assisted

 Collect:
 \$ 5.99 (I)
 \$ 7.50 (I)

 Third Party:
 \$ 6.99 (I)
 \$ 9.99

 Person-to-Person:
 \$ 12.50 (I)

Maximum Property Surcharge: \$ 5.00 Nonsubscriber Service Charge: \$ 3.50

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\$ 3.50

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# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

Nonsubscriber Service Charge:

# 3.8 Operator Services, (Cont'd.)

3.8.2	Rate Plan Number 2 WY2 (IntraState)					
	A	<b>Current Per Minute Usage Rates</b>		ļ		
		All Mileage Bands All Times of Day				
		Per Minute Rate:	\$1.15	j   		
	В.	Per Call Operator Service Charges				
		Customer Dialed/Automated:	\$ 4.99	9		
		Customer Dialed & Operator Assisted:	\$ 7.5	· ·		
		Customer Dialed - Operator Must Assisted:	\$ 4.9	· ·		
		Operator Dialed Calling Card Station:	\$ 7.50	0		
			Automated	<u>Operator</u>		
				Assisted		
		Collect:	\$ 5.99	\$ 7.50		
		Third Party:	\$ 6.99	\$ 9.99		
		Person-to-Person:		\$12.50		
		Maximum Property Surcharge:	\$ 5.0	0		

(N)

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# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

[Reserved for Future Use]

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# **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

[Reserved for Future Use]

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 3.9 Directory Assistance

Directory Assistance is available to Customers of Custom Teleconnect's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

Rate Per Call \$1.50 (I)

#### 3.10 Travel Card Services

Card Service(s) allows a Customer to place a long distance call to any geographical area in the United States from an access line and receive the bill for said call(s) placed on an assigned calling card billing number. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

Per Call Surcharge: \$0.00

Per Minute Rates: \$0.1590

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 3.11 Public Telephone Surcharge

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

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

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

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

## 3.11.1 Public Telephone Surcharge

Rate per Call \$0.65 (I)

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.12 Institutional Operator Assisted Calling

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by CTI. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to Inmates of Institutions, the following special conditions apply:

- **a.** Calls to "900", "976" or other pay-per-call services are blocked by CTI.
- **b.** At the request of the Institution, CTI may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- **c.** At the request of the Institution, CTI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- **d.** At the request of the Institution, CTI may block Inmate access to specific telephone numbers.
- **e.** Availability of CTI's services may be restricted by the Institution to certain hours and/or days of the week.

(N)

(N)

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## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.12 Institutional Operator Assisted Calling, (Cont'd.)

- **f.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning CTI's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- **g.** At the request of the Institution, CTI may impose time limits on local and long distance calls placed using its services.
- **h.** At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

| | | | | | | | | | | |

(N)

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#### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.12 Institutional Operator Assisted Calling, (Cont'd.)

#### 3.12.1 Local Rates and Charges

- **A.** A usage charge of \$0.60 applies to each local call placed by the End User.
- **B.** A per call charge applies in addition to usage for each local collect-only operator assisted call.

Per call Charge: \$4.50

C. Maximum Property Surcharge: \$5.00

## 3.12.2 Option 1 IntraLATA / InterLATA Rates and Charges

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

## A. IntraLATA / InterLATA Usage Rates:

Per Minute Rate: \$1.07

### **B.** Per Call Service Charges:

Collect (Automated): \$5.99 Person-to-Person: \$9.99 Maximum Property Surcharge: \$5.00

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# SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.13 Institutional Operator Assisted Calling, (Cont'd.)

#### 3.12.3 Option 2 IntraLATA / InterLATA Rates and Charges

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

#### A. IntraLATA / InterLATA Usage Rates:

Per Minute Rate: \$1.15

#### **B.** Per Call Service Charges:

Collect (Automated): \$ 5.99 Person-to-Person: \$12.50 Maximum Property Surcharge: \$ 5.00 (N) |

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## **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 3.13 \*11 Service

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code. Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. Calls are not mileage or time-of-day sensitive.

Rate Per Minute: \$0.89

Rate Per Call: \$4.99

Property Surcharge Per Call: \$5.00

# 3.14 Billing Cost Recovery Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, an undiscountable billing cost recovery fee may apply each billing period in which calls are billed through a Customer's local exchange carrier. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no calls are billed via the Customer's local exchange carrier.

Per month where applicable: \$2.00

#### 3.15 Regulatory Compliance Fee

This fee allows the Company to recover expenses that the Company incurs with regard to the Universal Service Fund, National Number Portability and other regulatory fees. This fee is not a tax or charge imposed or required by any government entity.

Rate Per Call \$1.50

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(N)

#### **SECTION 4 - MISCELLANEOUS**

# 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

# 4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

## 4.3 Return Check Charge

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

#### **SECTION 5 - PROMOTIONS**

#### **5.1** Promotions - General

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

#### **5.2** Demonstration of Calls

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

#### **SECTION 6 - CONTRACT SERVICES**

#### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms. All contract services are subject to the review of the APSC.