

TITLE SHEET

ARIZONA INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

IDT AMERICA, CORP.

This tariff applies to the resold long distance interexchange telecommunications services furnished by IDT America, Corp. ("IDT") between one or more points in the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at IDT's principal place of business, 294 State Street, Hackensack, New Jersey 07601.

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Howard A. Jonas, CEO  
IDT America, Corp.  
294 State Street  
Hackensack, NJ 07601  
(201) 928-1000

TITLE PAGE

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Issued by:

Diane Clark, Associate General Counsel  
IDT America, Corp.  
520 Broad Street  
Newark, New Jersey 07102-3111  
(973) 438-1000

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CHECK PAGE

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Pages 1 through 30 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised page as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	First Revised	21	First Revised
2*	Third Revised	22	First Revised
3	First Revised	23	First Revised
4	First Revised	24	First Revised
5	First Revised	25	First Revised
6	First Revised	26	First Revised
7	First Revised	27	Original
8	First Revised	28	First Revised
9	First Revised	28.1*	First Revised
10	First Revised	28.2	Original
11	First Revised	29	First Revised
12	First Revised	30	Original
13	First Revised		
14	First Revised		
15	First Revised		
16	First Revised		
17	First Revised		
18	First Revised		
19	First Revised		
20	First Revised		

\*New or Revised Page

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TABLE OF CONTENTS

(T)

Title Page ..... 1

Check Page..... 2

Table of Contents..... 3

Tariff Format..... 5

Explanation of Symbols..... 6

Section 1 - Technical Terms and Abbreviations..... 7

Section 2 - Rules and Regulations ..... 9

    2.1 Undertaking of the Company..... 9

    2.2 Use of Services ..... 10

    2.3 Liability of the Company ..... 10

    2.4 Responsibilities of the Customer ..... 12

    2.5 Cancellation or Interruption of Service..... 13

    2.6 Credit Allowance ..... 14

    2.7 Restoration of Service..... 16

    2.8 Deposit ..... 16

    2.9 Advance Payments..... 16

    2.10 Payment and Billing..... 16

    2.11 Collection Costs ..... 17

    2.12 Taxes and Other Assessments..... 17

    2.13 Late Charge ..... 17

    2.14 Returned Check Charge ..... 18

    2.15 Location of Service ..... 18

    2.16 Automatic Number Identification (ANI) ..... 18

Section 3 - Description of Service ..... 20

    3.1 Computation of Charges ..... 20

    3.2 Customer Complaints/Billing Disputes ..... 21

    3.3 Level of Service ..... 21

    3.4 Billing Entity Conditions ..... 21

    3.5 Service Offerings ..... 22

Section 4 - Rates..... 28

    4.1 Presubscribed Long Distance..... 28

    4.2 Travel Card ..... 28

    4.3 Prepaid Calling Card..... 28

    4.4 Rechargeable Calling Card ..... 29

    4.5 Inbound 8XX Service ("Toll Free") ..... 29

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4.6 Directory Assistance ..... 29  
4.7 Casual Caller Rates ..... 30  
4.8 Returned Check Charge ..... 30

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TARIFF FORMAT

A. Page Numbering: Page numbers appear in the upper right corner of the Page. 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 11 and 12 would be sheet 11.1.

B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, First Revised Sheet 13 cancels Original Sheet 13. 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
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I (i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Pages: When a tariff filing is made with the Commission 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 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 Page to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- |   |                                                      |
|---|------------------------------------------------------|
| C | - To Signify Changed Regulation                      |
| D | - Delete Or Discontinue                              |
| I | - Change Resulting In An Increased Rate or Charge    |
| M | - Moved From Another Tariff Location                 |
| N | - New                                                |
| R | - Change Resulting In A Reduced Rate or Charge       |
| T | - Change In Text But No Change In Rate Or Regulation |

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable IDT to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Casual Caller-

(T)

- New or allocated customers who have not yet contacted IDT to select a calling plan
- Any person who uses IDT's service to make 1+ calls who does not have a current account with IDT, including the following:

Any person located in an equal access area that voluntarily terminated his IDT account, but does not contact his local exchange carrier to select a new carrier and continues to make calls over IDT's network. Such person will be classified as a casual caller and will be charged casual calling rates, not the rates previously agreed upon. Casual calling rates will be triggered upon customer notification to IDT of his intent to terminate the IDT account.

Any person who has had his account terminated in accordance with sections 2.2.6 or 2.5.1 of IDT's tariff, but who continues to make calls over the carrier's network. Specifically, any person who has had his account terminated in accordance with section 2.2.6 or 2.5.1 of IDT's tariff who fails to contact his local exchange carrier to establish new service, might have the ability to make calls over IDT's network. Such person, however, will be classified as a casual caller and will be charged the rates set forth in section 4.8, and will not be charged the rates previously agreed upon.

Any new or allocated customer who has not yet contacted IDT to select a calling plan;

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Any person who has not established an account with IDT who places calls over the Carrier's network from an equal access area using an access code.

Commission - Used throughout this tariff to mean the Arizona Corporation Commission.

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

Company or IDT - Used throughout this tariff to mean IDT America Corp., a New Jersey Corporation.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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

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

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

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SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

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

2.1.1 The services provided by IDT are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Service (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by IDT and do not apply unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of IDT.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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2.2 Use of Services

- 2.2.1 IDT's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of IDT's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of IDT's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 IDT's services are available for use twenty- four hours per day, seven days per week.
- 2.2.5 IDT does not transmit messages, but the services may be used for that purpose.
- 2.2.6 IDT's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

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- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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## 2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, including but not limited to PIC Freeze and carrier changes, and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by IDT on the Customer's behalf.
- 2.4.3 If required for the provision of IDT's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to IDT.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to IDT and the Customer when required for IDT personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of IDT's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of IDT's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with IDT's facilities or services, that the signals emitted into IDT's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, IDT will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to IDT equipment, personnel or the quality of service to other Customers IDT may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory

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quality and safety, IDT may, upon written notice, terminate the Customer's service.

2.4.7 The Customer must pay IDT for replacement or repair of damage to the equipment or facilities of IDT caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.4.8 The Customer must pay for the loss through theft of any IDT equipment installed at Customer's premises.

2.4.9 If IDT installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

## 2.5 Cancellation or Interruption of Services

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

- A. For nonpayment of any sum due IDT for more than thirty (30) days after issuance of the bill for the amount due,
- B. For violation of any of the provisions of this tariff,
- C. For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over IDT's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting IDT from furnishing its services.

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- 2.5.2 Without incurring liability, IDT may immediately discontinue services, without notice, in the event Customer violates or is suspected of violating any law, rule, regulation and/or policy of any governing authority having jurisdiction over IDT's services. (N)
- 2.5.3 Without incurring liability, IDT may interrupt the provision of services without notice at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and IDT's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.4 Without incurring liability, service may be discontinued by IDT without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when IDT deems it necessary to take such action to prevent unlawful use of its service. IDT will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated. (C)
- 2.5.5 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

## 2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

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- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continued.

Credit formula ;

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

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## 2.7 Restoration of Service

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

## 2.8 Deposit

The Company reserves the right to examine the credit record of all service applicants and may require a deposit when determined to be necessary to assure future payment.

## 2.9 Advance Payments

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

## 2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Except as specified in Section 2.13 below, interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing thirty (30) days after rendition of bills.

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

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2.10.3 All bills are presumed accurate, and shall be binding on the Customer unless objection if received by the Company in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore if not received by the Company in writing within such thirty (30) day period. Fraudulent Presubscribed Long Distance usage must be reported no more than 30 days after the invoice date. (C)

2.10.4 Casual callers are responsible for payment of all charges for services furnished.

2.11 Collection Costs

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

2.12 Taxes and Other Assessments (C)

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

2.13 Late Charge

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

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2.14 Returned Check Charge

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

2.15 Location of Service

The Company will provide services to Customers and their end users within the State of Arizona.

2.16 Automatic Number Identification Terms and Conditions

(I)

A telephone corporation may 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.
- (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 services 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 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.

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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.

- (5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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Issued by:

Diane Clark, Associate General Counsel  
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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Computation of Charges**

(T)

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All Presubscribed Long Distance Calls and Casual Calling Calls are measured in six (6) second increments. All calls are rounded up to the next whole increment. All Prepaid Calling Card Calls, Travel Card Calls and Rechargeable Calling Card Calls are measured in one (1) minute increments. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originated and terminating numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to the V&H Coordinate table contained in AT&T's FCC Tariff No. 10 which is incorporated herein by reference.
- 3.1.3 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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3.2 Customer Complaints and/or Billing Disputes

(T)

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

190 Main Street  
Hackensack, New Jersey 07601  
(800) 691-8438

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where over billing of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over billed.

If notice of a dispute as to charges is not received in writing by the Company, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

If a Customer accumulates more than Fifty Dollars (\$50.00) of undisputed delinquent IDT 800 Service charges, the IDT Responsible Organization reserves the right not to honor that Customer's request for a Responsible Organization change until such undisputed charges are paid in full.

3.3 Level of Service

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

3.4 Billing Entity Conditions

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

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### 3.5 Service Offerings

#### 3.5.1 Presubscribed Long Distance

(N)

This is a service offered whereby a Customer chooses IDT as the presubscribed intraLATA and/or interLATA toll carrier for the Customer's telephone number(s) in a manner consistent with applicable state law. All applicable calls made by the Customer from the presubscribed number(s) will be carried by IDT in accordance with the rates and terms of this Tariff.

#### 3.5.2 Travel Cards

(N)

An IDT Travel Card is an optional service made available to IDT Presubscribed Long Distance Customers. Unless otherwise noted, Travel Cards operate in the manner described in Section 3.5.5, but are subject to different rates, as described in Section 4.2. Charges for calls made using an IDT Travel Card are not prepaid. Charges for calls made using an IDT Travel Card appear on the Customer's IDT Long Distance bill.

#### 3.5.3 Prepaid Calling Cards

(N)

This service permits the use of Company's Prepaid Calling Cards for placing intrastate long distance telephone calls. Customers may purchase Prepaid Retail Calling Cards at a variety of retail outlets or through other distribution channels. These prepaid cards are available in face values of \$5.00, \$10.00, and \$20.00 and are non-refundable.

Prepaid Calling Cards are accessed via a toll-free telephone number printed on the card. The cardholder is prompted by an automated voice response system to enter his/her Authorization Code and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the cost consumed. The total consumed cost for each call, which includes the applicable taxes, is deducted from the remaining balance on the Customer's Card.

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All calls must be charged against a card that has a sufficient balance. These cards are not rechargeable, and all calls will be interrupted when the balance on the cards reaches zero. Prepaid Calling Card calls are billed in full-minute increments. Prepaid Calling Cards are billed at the same rates twenty four (24) hours a day, 365 days a year. Cardholders may make multiple Prepaid Calling Card calls from a payphone without incurring an additional payphone surcharge by depressing the pound (#) button and entering in the new telephone number. Prepaid Calling Cards value expires ninety (90) days after first use.

A credit allowance for Prepaid Calling Cards is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A customer may also be granted credit for reaching a wrong number. To receive proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.) and the approximate time that the call was placed.

When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute. Credit allowances for calls pursuant to Prepaid Calling Cards service do not apply for interruptions not reported promptly to the Company or interruptions that are due to failure of power, equipment or systems not provided by the Company.

Certain calls may not be completed using the Company's Prepaid Calling Cards. These include operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700 or 900 number.

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### 3.5.4 Rechargeable Calling Card

The Company's Rechargeable Calling Card is a telephone service that allows Customers to obtain a predetermined amount of access to the Company's telephone services. The card is a dollar-based service, meaning that there is a fixed amount of dollars (e.g., \$25, \$100, or \$250) available to the Customer who purchases a card.

A Customer may purchase a Rechargeable Calling Card with a credit card in which the Customer has the option of choosing to allow for the automatic recharge of the Rechargeable Calling Card. When automatic recharging is selected, the Rechargeable Calling Card will be recharged at a balance predesignated by the Customer. A Customer may also purchase Rechargeable Calling Cards that are not automatically recharged, and calls will be interrupted when the balance on such cards reaches zero.

Rechargeable Calling Card service is offered via domestic toll-free access numbers and is available to a cardholder from a touchtone phone. The cardholder dials a domestic toll-free number. The cardholder hears recorded messages that guide the cardholder through the platform. The platform validates the cardholder's PIN, determines whether sufficient time or value remains on the card and, if so, completes the call to the called telephone number dialed by the cardholder. The cardholder is verbally informed of the available balance of the Rechargeable Calling Card account.

Calls are real-time rated during call progression. Rechargeable Calling Cards are billed in full-minute increments. Rechargeable Calling Cards are billed at the same rates twenty four (24) hours a day, 365 days a year. The total price of each call, including applicable taxes, is calculated based on the value of card purchased, as described in Section 4, and is deducted from the available account balance associated with each Rechargeable Calling Card. The cardholder receives a warning in accordance with the rate per call destination one minute before the balance reaches zero. Calls in progress will be terminated when there is an insufficient balance to continue the call.

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Certain calls may not be completed using the Company's Rechargeable Calling Card service. These include operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700 or 900 number.

A credit allowance for Rechargeable Calling Card service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A customer may also be granted credit for reaching a wrong number. To receive proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.) and the approximate time that the call was placed.

When a call charged to a Rechargeable Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute. Credit allowances for calls pursuant to Rechargeable Calling Cards do not apply for interruptions not reported promptly to the Company or interruptions that are due to failure of power, equipment or systems not provided by the Company.

### 3.5.5 Inbound 8XX Service ("Toll Free")

(N)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed for toll free calls made to the Customer, rather than the call originator.

### 3.5.6 Local Calls and Directory Assistance

(M)

Local calls will not be accepted or completed. IDT America does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1+ 555-1212 for listings within the originating area code and 1+ (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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## 3.5.7 Specialized Pricing Arrangements (M)

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

## 3.5.8 Emergency Call Handling Procedures (M)

Emergency "911" calls are not routed to Company, but are completed through the local network at no charge.

## 3.5.9 Promotional Offerings (M)

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

## 3.5.10 Liability for Travel Cards, Prepaid Calling Cards and Rechargeable Calling Cards (N)

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of the Company Travel Cards, Prepaid Calling Cards and Rechargeable Calling Cards provided that the unauthorized use occurs before the Company has been notified.

The Customer must give the Company notice that unauthorized use of a Company Travel Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives written or oral confirmation that unauthorized use of a Company Travel Card, Prepaid Calling Card, or Rechargeable Calling Card has occurred or may occur as a result of loss, theft or other reasons. Lost

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Travel Cards, Prepaid Calling Cards or Rechargeable Calling Cards must be reported within 24 hours.

The liability of the Customer for unauthorized use of the Network by Travel Card, Prepaid Calling Cards or Rechargeable Calling Cards fraud will not exceed the lesser of \$500 of the amount of money, property, labor or services obtained by the unauthorized user before notification to the Company. If a Customer fails to report a lost or stolen Travel Card in a timely manner, Company will credit Customer no more than \$25.00 in fraudulent usage. There is no credit for lost Prepaid Retail Calling Cards and Rechargeable Calling Cards.

### 3.5.11 Casual Calling

(N)

This service permits callers not presubscribed to IDT to make 1+ calls. Casual callers will not be charged the Company's 1+ Dialing rates set forth in section 4.1. Instead, casual callers will be charged separate charges labeled as "Casual Calling Rates" set forth in section 4.8 until such time as the customer has selected a calling plan. A Customer will be placed in Casual Calling category when a Customer voluntarily terminates his IDT account, but does not contact his local exchange carrier to select a new carrier and continues to make calls over IDT's network or when the Customer who has had his account terminated in accordance with sections 2.2.6 or 2.5.1 of IDT's tariff, but who continues to make calls over the carrier's network.

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SECTION 4 - RATES

4.1 Presubscribed Long Distance

(C)

Rates for this service vary according to the Customer's presubscribed plan. IDT's Presubscribed Calling Plans and applicable rates are listed below. Some Plans are historical and not available to new Customers. Additionally, not all plans are available in all areas. IDT does not automatically change a Customer's Plan if a Plan with better rates becomes available. However, IDT will change a Customer's Plan upon his or her request unless the terms of the Customer's existing Plan prevent switching to a new Plan.

<u>Plan</u>	<u>Intrastate Rate</u>
2500	\$0.05
2520*	\$0.05
2580^	\$0.05
2540†	\$0.069
2160	\$0.069
2581	\$0.05
2188vv	\$0.048
2590	\$0.059
2591*	\$0.059
2592^	\$0.059
2300	\$0.05
2120	\$0.05
2320*	\$0.05
2120	\$0.05
2380^	\$0.05
2180^	\$0.05
2140α†	\$0.069
2004R/Bα†	\$0.069
2004Ri/Biα†	\$0.069
2160α	\$0.069

(C)

Material previously on this Page moved to Original Page Nos. 28.1 and 28.2

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4.1 Presubscribed Long Distance (Cont'd)

<u>Plan</u>	<u>Intrastate Rate</u>
2006R/B□	\$0.069
2181□‡	\$0.05
2188□	\$0.048
2390	\$0.059
2191*	\$0.059
2392^	\$0.059
2191^	\$0.059

(C)

All Presubscribed Long Distance Service Plans are subject to a \$3.95 monthly fee unless otherwise noted.

\*Denotes a \$5.95 monthly fee.

^Denotes \$7.95 monthly fee.

□Denotes No Monthly Fee.

All Presubscribed Calling Plans have no Monthly Minimum Usage amounts unless otherwise noted.

†Denotes \$10.00 Monthly Minimum Usage Amount.

‡Available only for Multi-Location Businesses.

vvAvailable only for Business Customers with \$5,000.00 monthly usage.

(C)

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in this section may be applied as separate line items on a Customer's IDT Presubscribed Long Distance Service bill.

(M)

(M)

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4.2 Travel Card

IDT will charge a flat rate of \$0.10 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

IDT will charge a flat rate of \$0.75 for all calls made using a Travel Card from a payphone. (I)

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in Section 4.2 may be applied as separate line items in a Customer's IDT Presubscribed Long Distance bill.

4.3 Prepaid Calling Card

IDT will charge a flat rate of \$0.50 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

IDT will charge a flat rate of \$0.65 for all calls made using a Prepaid Calling Card from a payphone.

IDT will charge a \$1.00 connection fee for all calls made using a Prepaid Calling Card.

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IDT will charge a bi-weekly service charge of \$0.69 to all Prepaid Calling Cards three (3) days after the Card's first use and every fourteen (14) days thereafter.

The rates listed in Section 4.3 include all applicable taxes and surcharges required and/or permitted to be imposed.

#### 4.4 Rechargeable Calling Card

IDT will charge a flat rate of \$0.069 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

IDT will charge a flat rate of \$0.65 for all calls made using a Rechargeable Calling Card from a payphone.

IDT will charge a \$1.49 monthly (every 30 days) fee for use of its Rechargeable Calling Card.

The rates listed in Section 4.4 include all applicable taxes and surcharges required and/or permitted to be imposed.

#### 4.5 Inbound 8XX Service ("Toll Free")

IDT will charge a flat rate of \$0.169 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in Section 4.5 may be applied as separate line items in a Customer's IDT 8XX Service ("Toll Free") bill.

#### 4.6 Directory Assistance

IDT will charge a flat rate of \$0.95 per number requested, whether the requested number is listed or not. (I)

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in Section 4.7 may be applied as separate line items on a Customer's IDT Presubscribed Long Distance bill where a Directory Assistance call is made by an IDT Presubscribed Customer. Where a Directory Assistance call is made on a

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Prepaid Calling Card or Rechargeable Calling Card, no additional applicable taxes and surcharges required and/or permitted to be imposed.

4.7 Casual Caller Rates

(N)

IDT will charge a flat rate of \$1.00 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Arizona.

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in Section 4.8 may be applied as separate line items on a Customer's Casual Caller bill.

4.8 Returned Check Charge

(I)

\$25.00.

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