# TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

**North By NortheastCom LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by North By NortheastCom LLC ("NBNE"), with principal offices at 8 California Street, Suite 701, San Francisco, CA 94111-1015 and a toll free number of (877) 477-7900. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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## 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.

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* - indicates those pages included with this filing

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## SYMBOLS

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

**(C)** - To signify a changed listing, rule or condition which may affect rates or charges.

**(D)** - To signify discontinued or deleted material, including a listing, rate, rule or condition.

**(I)** - To signify an increase in rates or charges.

**(M)** - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.

**(N)** - To signify new material, including a listing, rate, rule or condition.

**(R)** - To signify a reduction in rates or charges.

**(T)** - To signify a change in the wording of the text, but no change in rate, rule or condition.

**(X)** - To signify a correction or reissued matter.

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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 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Arizona Corporation Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are seven 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.

D. **Check Sheet** - When a tariff filing is made with the Arizona Corporation Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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 this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

**ACC** - The Arizona Corporation Commission.

**Access Code** - Access to Company's services are provided by one or more or a combination of the following methods: 800, 950 and 10XXXX dialing sequences.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer to utilize the Company's services via the Customer's account.

**Commission** – The Arizona Corporation Commission, unless clearly indicated by the context.

**Company** - North By NortheastCom LLC or NBNE unless otherwise clearly indicated by the context.

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

**Local Exchange Carrier ("LEC")** - denotes any telephone company that provides local telephone service to Customers within a defined area.

**Operator** – Live operators utilized by Company in providing services to Customers.

**Other Common Carrier** - denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Service(s)** - Intrastate telecommunications offerings as set forth in this tariff.

**User (or End User)** – The person, firm or corporation or other entity that utilizes the Company's service, whether or not authorized by a Customer or Authorized User.

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## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The regulations, rules and conditions set forth in this tariff apply to the provision of intrastate telecommunications services by the Company subject to the jurisdiction of the Commission.

Service is offered to Customers to provide directory assistance and call completion originating and terminating within the state of Arizona, using the Company's network configuration. The Company provides switched long distance network Services for voice grade services. All Services are provided subject to the terms and conditions set forth in this tariff.

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

### 2.2 Use

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

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.3 Limitations of Service

**2.3.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.

**2.3.2** Company may 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.

**2.3.3** The Company may limit Service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the commission.

### 2.4 Assignment or Transfer

**2.4.1** All Services and facilities provided under this tariff are directly or indirectly controlled by Company 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.

**2.4.2** 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.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.5 Limitations of Liability

**2.5.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

**2.5.2** The liability of the Company, if any, 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service or arising out of any failure to furnish Service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

**2.5.3** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the Services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, acts of terrorism, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

**2.5.4** The Company is not liable for any act, omission or negligence of any Local Exchange Carrier, Other Common Carrier, or other provider whose facilities are used concurrently in furnishing any portion of the Services received by Customer, or for the unavailability of or any delays in the furnishing of any Services or facilities that are provided by any Local Exchange Carrier, Other Common Carrier or provider.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.5 Limitations of Liabilities of Company, (continued)

**2.5.5** The Company shall be indemnified and held harmless by the Customer or Authorized User from and against all loss, liability, damage, and expense, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

**2.5.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer, facilities or equipment used with the Service provided hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

**2.5.7** Under no circumstances whatever shall the Company, its affiliates or officers, directors, agents, or employees of the Company or its affiliates, be liable for indirect, incidental, special or consequential damages.

**2.5.8** The Company's liability for damages arising out of any failure of Service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

**2.5.9** The Company shall not be liable for the accuracy of any information provided to it by outside sources relating to directory assistance or other service offerings. The Company makes every effort to verify that all information that it provides to be current and accurate. The Company, however, has no control over the information that it receives from its various suppliers and makes no guarantee as such.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.6 Responsibilities of the Customer or Authorized User

**2.6.1** The Customer is responsible for setting-up and maintaining the accuracy of account information, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of Services billed to the Customer's account.

**2.6.2** The Customer is liable for replacement or repair of damage of Company's network, facilities and systems caused by negligence or willful act of the Customer, its Authorized Users, or others, or by improper use of Services provided to the Customer, Authorized Users, or others.

**2.6.3** The Customer or Authorized User is responsible for providing Company with a valid method of billing for each call. The Company may validate the method of billing through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot by validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to provide Service.

**2.6.4** The Customer or Authorized User is responsible for all activity on its account and all charges incurred to its account by any User regardless of whether Customer has authorized such.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.7 Billing and Payment for Service

#### 2.7.1 Responsibility for Charges

The Customer is responsible for payment of all charges for Services rendered. In particular and without limitation to the foregoing, the Customer is responsible for any and all charges for Service incurred as the result of:

**(a)** 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;

**(b)** any and all use of the Service arrangement provided by the Company, including calls which the Customer did not individually authorize;

**(c)** any calls placed by or through the Customer's equipment via any remote access feature(s).

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.7 Billing and Payment for Service, (continued)

#### 2.7.2 Payment for Service

The Customer is responsible for payment of all charges for Services 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) or incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any charges for Service 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 charges for Service incurred as a result of the use of the Service arrangement, including calls which the Customer did not individually authorize. Failure to receive a bill does not exempt a Customer from payment of any sum or sums due the Company.

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

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.7 Billing and Payment for Service, (continued)

#### 2.7.3 Billing and Collection of Charges

**A. Cost of Collection**

In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs as awarded by the court.

**B. Billing Disputes**

The Customer should promptly notify the Company or its authorized agent of any disputed items on an invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may contact the Commission. Customer inquiries and complaints may be directed to:

Regulatory Manager
North By NortheastCom LLC
d/b/a SoutheastCom LLC
8 California Street – Suite 701
San Francisco, CA 94111-1015
Toll Free: (888) 411-1111

If not satisfied with the Company's response, customers may contact:
Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
Telephone: (602) 542-4251

Notice from the Customer of a dispute as to charges must be received in writing by the Company within sixty (60) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

**C. Backbilling**

In accordance with Commission rules and regulations, the Company reserves the right to bill and collect payment for any Services rendered in previous billing periods.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.7 Billing and Payment for Service, (continued)

#### 2.7.3 Billing and Collection of Charges, (continued)

**D. Overbilling**

Company will not bill for calls not answered by a Company Operator. In the event that an unanswered call is inadvertently billed, Company will cancel all such charges upon request and will credit the account of the Customer.

If a Customer remits payment for charges rendered by the Company or through its agent, and any charges are later found to be incorrect due to an error, the Company will refund the overcharge. Any refund will be accomplished by a credit on a subsequent bill for Service, or by check if the account is final.

**E. Bill Detail**

Bill detail is provided via secure access to Customer's account on the Company's website.

#### 2.7.4 Bill Due Date and Late Payment Fees

Bills received directly from the Company are due upon receipt. Bills will be considered delinquent if the bill is not paid within 30 days from the date of the statement. For charges billed directly by the Company, a late payment fee of 0.875% per month will be charged on any past due balance in accordance with Commission regulations.

For bills issued by a billing agent, any applicable late payment fees will be assessed according to the terms and conditions of the billing entity (e.g., Local Exchange Carrier and/or commercial credit card company).

#### 2.7.5 Return Check Charge

Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (e.g., Local Exchange Carrier and/or commercial credit card company). For checks submitted directly to the company in payment for Services provided under this tariff, a return check charge of $10.00 will be assessed for checks returned for insufficient funds.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.7 Billing and Payment for Service, (continued)

#### 2.7.6 Deposits

The Company does not collect deposits.

#### 2.7.7 Advance Payments

The Company does not collect advance payments.

#### 2.7.8 Taxes and Fees

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are applied in addition to the rates and charges as set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or regulatory agency imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees may, insofar as practicable and allowed by law, be billed pro rata to Customers receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

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.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.7 Billing and Payment for Service, (continued)

#### 2.7.8 Taxes and Fees, (continued)

##### A. Public Pay Telephone Compensation Charge

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's Service and is unrelated to the Service accessed from the pay telephone.

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

Whenever possible, the Public Pay Telephone Compensation Charge 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.

| | |
|---|---|
| Charge per call | $0.25 |

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.8 Interconnection

The Company may interconnect its Services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of Services offered herein. The Company shall not be liable for Service interruptions that are a result of failure of an interconnection.

### 2.9 Cancellation of Service by Customer

A Customer may cancel Service by not using the Company's Service. The Customer is responsible for all charges incurred while using the Service.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.10 Refusal/Discontinuance of Service by Company

#### 2.10.1 Discontinuance or Refusal of Service

**A.** The Company may discontinue or refuse access to its Service for any of the reasons stated below:

**1.** For failure to pay a past due bill owed to the Company, including one for the same class of Service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer.

**2.** For failure to make payment in accordance with the terms of a deferred payment arrangement;

**3.** When the Company has reason to believe that a Customer has used a device or scheme to obtain Service without payment;

**4.** For violation of or noncompliance with a Commission order;

**5.** In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of the rules and regulations governing the facilities and Service furnished;

**6.** In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the Service received from the Company;

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.10 Refusal/Discontinuance of Service by Company, (continued)

#### 2.10.1 Discontinuance or Refusal of Service, (continued)

**A. (continued)**

**7.** For violation of or noncompliance with any rules of the Company on file with the Commission;

**8.** For violation of or noncompliance with municipal ordinances and/or other laws pertaining to Service; or

**9.** The Customer's use of equipment adversely affects the Company's Service to others.

**10.** Any other reason that, in the opinion of the Company, will have an adverse effect on the Company, its Customers, or its operations.

**B.** In the event a Customer's access to Service is discontinued for non-payment or other reasons as stated above, the Customer shall be continue to remain responsible and liable for all unpaid charges due and owed to the Company.

**C.** Any person or entity that uses, appropriates or secures the use of Service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges and applicable interest and/or late payment charges that would have been applicable to the use of the Company's Service actually made by Customer.

**D.** The Company reserves the right to limit the Customer's use of the Operator's time on any one call.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.10 Refusal/Discontinuance of Service by Company, (continued)

#### 2.10.2 Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or Service includes, but is not limited to:

1. The use of facilities or Service of the Company without payment of tariff charges;

2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;

3. The use of profane or obscene language;

4. The use of the Service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;

5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or

6. Permitting fraudulent use.

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## SECTION 2.0 - RULES AND REGULATIONS, (continued)

### 2.10 Refusal/Discontinuance of Service by Company, (continued)

#### 2.10.3 Discontinuance Procedures

If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or service, the Company reserves the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage or other adverse effect to Company personnel, plant, property or service is occurring, or is likely to occur.

### 2.11 Other Rules

#### 2.11.1 Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities, and in compliance with Commission rules.

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## SECTION 3.0 - DESCRIPTION OF SERVICE AND MAXIMUM RATES

### 3.1 General

The Company offers nationwide directory assistance and enhanced directory services, call completion and long distance transport on a casual calling basis for communications originating and/or terminating within the state under the terms of this tariff.

### 3.2 Timing of Calls

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

**3.2.1** Timing for all calls begins when the Company Operator answers the call (i.e. when two way communications are established.)

**3.2.2** Chargeable time for all calls ends when the calling party disconnects from the call.

**3.2.3** Minimum call duration and call timing increments for billing purposes are specified on a per-product basis in this tariff.

**3.2.4** Usage charges are computed and rounded up to the nearest penny on a per call basis.

**3.2.5** There is no billing applied for calls not answered by a Company Operator.

### 3.3 Rate Periods

The Company's Services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

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## SECTION 3.0 - DESCRIPTION OF SERVICE AND MAXIMUM RATES, (continued)

### 3.4 Nationwide Directory Assistance and Enhanced Directory Services

**3.4.1** The Company offers Nationwide Directory Assistance and Enhanced Directory Services*, call completion and long distance transport on a casual calling basis. The Customer accesses the Company's Service by dialing a toll-free number.

The per call transaction charge ("Per Call Charge") includes any regulated and/or unregulated directory assistance or enhanced directory services provided, and also includes the first fifteen minutes of usage, whether regulated or unregulated, or a combination of both. The Per Call Charge applies regardless of whether the Operator is able to furnish the requested telephone number or other information. The per minute usage rate applies for all usage in excess of fifteen minutes, whether regulated or unregulated, or a combination of both. Additional usage, when applicable, is billed in one (1) minute increments after the initial billing period.

The Per Call Charge and any applicable usage charges are waived for the first five calls for a new Customer if made within thirty (30) days of the Customer's account set-up.

**3.4.2 Maximum Per Call Charge:**

**(A) Includes first fifteen minutes of usage or any portion thereof:** $1.78

**3.4.3 Maximum Usage**

**(B) Per minute or portion thereof (in excess of fifteen minutes)** $0.12

* Enhanced Directory Services include provision of multiple listings from a single call and concierge services such as weather reports, movie listings, hotel and restaurant reservations, and horoscopes, which are not regulated by this Commission.

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## SECTION 4.0 - PROMOTIONS

### 4.1 Promotions - General

The Company may from time to time conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive all or a portion of processing fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer for a limited duration in accordance with Commission regulations. The Company will notify the Commission, in writing, prior to the start of a promotion.

### 4.2 Demonstration of Calls

From time to time the Company may demonstrate its service by providing free test calls over its network.

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## SECTION 5.0 - CONTRACT SERVICES

### 5.1 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.

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## SECTION 6.0 - CURRENT RATES

**6.1 Nationwide Directory Assistance and Enhanced Directory Services**

**6.1.1 Per Call Charge:**

**(A) Includes first fifteen minutes of usage or any portion thereof:** $0.89

**6.1.2 Usage**

**(B) Per minute or portion thereof (in excess of fifteen minutes)** $0.06

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