

TITLE SHEET

ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS RESELLER TARIFF

OF

Dial World Communications, LLC 30591 Longhorn Drive Canyon Lake, CA 92587 Telephone: (800) 482-6415

Facsimile: (619) 374-2946

This Tariff applies to the Intrastate Reseller Interexchange Telecommunications Service furnished by Dial World Communications, LLC. ("Company"). This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective: April 22, 2016





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Leonard Bittner, President
Dial World Communications, LLC
30591 Longhorn Drive

Canyon Lake, CA 92587

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CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this pages.

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NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No.".

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SYMBOLS

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

- (AT) means addition to text
- (C) means correction
- (CP) means change in practice
- (CT) means change in text
- (DR) means discontinued rate
- (FC) means change in format lettering or numbering
- (MT) means moved text
- (NR) means new rate
- (RD) means rate decrease
- (RI) means rate increase
- (RT) means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

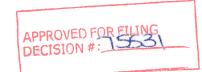
- (A) Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- (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 Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- (C) Paragraph Numbering Sequence There are five 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

(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 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.

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APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Arizona. Only those services, terms and conditions and rates and charges approved by the Arizona Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Arizona Corporation Commission and the Company's principal place of business:

Dial World Communications, LLC 30591 Longhorn Drive Canyon Lake, CA 92587 (800) 482-6415

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (800) 482-6415.

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SECTION 1 - TERMS AND ABBREVIATIONS

- "Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.
- "Authorized carrier" means any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service with the end-user's authorization verified in accordance with the procedures specified in Article 19 of the Arizona Administrative Code.
- "Billing agent" means an entity which provides bills to an end-user for services received from a reseller.
- "CIC" means carrier identification code which identifies a provider of toll services by a four-digit number.
- "Class of service" means a description of service furnished a customer in terms of grade of service, type of rate, location and use.
- "Clear and conspicuous" means notice that would be apparent to the reasonable consumer.
- "Commission" means the Arizona Corporation Commission.
- "Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.
- "Competitive service" means a telecommunications service determined by the Commission to be subject to effective competition for a relative geographic and service(s) market, after notice and hearing.
- "Complaint" means any oral or written report given to a reseller by an end-user of a reseller's service and/or the Commission's Consumer Services Division relating to dissatisfaction with the provision of or the rate(s) charged for the reseller's service(s). Each complaint shall count as a separate report regardless of whether subsequent reports relate to the same situation giving rise to the dissatisfaction with the provision of or the rate(s) charged for the reseller's regulated services.
- "Cramming" means the placement of unauthorized, misleading or deceptive charges on a customer's telephone bill for products or services that were never ordered by the customer.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

- "Customer" means any person, partnership, cooperative corporation, corporation, or lawful entity that received regulated telecommunications services provided by an entity reselling intrastate telecommunications services.
- "Customer class" means class of service provided to a group of customers.
- "Customer trouble report" means any oral or written report given to the reseller's repair service or contact person, and/or the Commission's Consumer Services Division by a customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the reseller.
- "Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.
- "Deniable charge" means a charge for those regulated services for which nonpayment may result in a disconnection of basic local service.
- "Disconnection of service" means an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.
- "End-user" means the customer to whom a telephone number is assigned.
- "Exchange" means a geographic area established by a telephone company and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.
- "Executing carrier" means any telecommunications carrier that affects a request that an end-user's telecommunications carrier be changed. A carrier may be treated as an executing carrier, however, if it is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.
- "FCC" means the Federal Communications Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

- "IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Arizona borders.
- "Initial Tariffs" means the first tariffs approved after, or in conjunction with, the granting of a Certificate of Convenience and Necessity.
- "InterLATA call" means any call which is originated in one LATA and terminated in another LATA.
- "Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.
- "IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.
- "Intrastate call" means any call which is originated and terminated within the boundaries of the State of Arizona, regardless of whether such call crosses state boundaries prior to reaching its termination point.
- "LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47, Part 53.3.
- "LEC" means a local exchange company which is providing local exchange service.
- "Letter of Agency" ("LOA") means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunications company.
- "New service provider" means a service provider that did not bill the end-user for service during the service provider's last billing cycle. This definition excludes service providers which bill the customer solely on a per transaction basis.
- "Non-deniable charge" means a charge for those non-regulated services for which non-payment shall not result in a disconnection of basic local service.
- "Not-regulated service" means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not regulated by the Commission. These would include any services offered from FCC tariffs such as interstate service offerings and any taxes, fees, and surcharge applicable to those services, as well as any intrastate services not contained in tariffs approved by the Commission

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONTD.)

"Arizona Corporation Commission ("ACC" or "Commission")" means the regulatory body authorized by the Constitution of the State of Arizona and the laws of the State of Arizona promulgated by and enacted by the Governor of Arizona, which regulates certain public utilities.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network

"Regulated telecommunications service" means the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from intrastate tariffs approved by the Commission and any taxes, fees and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

"Reseller" means any person, partnership, cooperative corporation, corporate or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of an other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for provide. The term "reseller" as used in this Chapter shall not include LECs or IXCs, which shall be regulated as provided for by 165:55.

"Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall be include the provision of non-telecommunications services, including but not limited to, the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not regulated.

"Service provider" means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

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

- "Slamming" means the unauthorized switching of an end-user's presubscribed IXC or reseller.
- "Submitting carrier" means any telecommunications carrier that requests on the behalf of an end-user that the end-user's telecommunications carrier be changed and seeks to provide retail services to the end user. A carrier may be treated as a submitting carrier, however, if it is responsible for any unreasonable delays in the submission of carrier change requests or for the submission of unauthorized carrier change requests, including fraudulent authorizations.
- "Suspension of service" means an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.
- "Telecommunications company" or "Telecommunications carrier" means a reseller of long distance telecommunications services.
- "Telecommunications service" means service provided by a reseller including voice, data, and all other types of communications services, under the reseller's tariffs on file with the Public Utility Division of the Commission.
- "Telephone bill" means a billing agent's invoice, issued in compliance with this Chapter, for products or services rendered by itself and by a service provider(s), if any.
- "Territory" means the reseller's area of operation which may include the entire State of Arizona or some specified portion thereof.
- "Unauthorized carrier" means any telecommunications carrier that submits a change, on behalf of an enduser, in the end-user's selection of a provider of telecommunications service but fails to obtain the end-user's authorization verified in accordance with the procedures specified in this Chapter.
- "Unauthorized change" means a change in an end-user's selection of a provider of telecommunications services that was made without authorization verified in accordance with the verification procedures specified in this Chapter.
- "Underlying carrier(s)" means the provider of facilities utilized by a reseller in the provision of its interexchange service to its customers.

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SECTION 2 - RULES AND REGULATIONS

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2.1 UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Arizona under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. 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 the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

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 The Company 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 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Arizona.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

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2.3 TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:
 - (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
 - (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
 - (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.
- 2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.
- 2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.4 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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2.4 USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Arizona.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

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2.5 LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) 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.
- 2.5.2 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 an underlying 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.
- 2.5.3 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

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2.6 DEPOSITS AND INTEREST

The Company's deposit plan includes criteria for residential and nonresidential Customers. The nonresidential plan conforms to the following except for 2.6.1, 2.6.2, 2.6.5, and 2.6.12.

- 2.6.1 The Company shall not require a deposit of a residential Customer who has received the same or similar type of classification of service for twelve (12) consecutive months and service was not terminated for nonpayment nor was payment late more than twice nor was a check for payment dishonored. The twelve (12) months service period shall have been within eighteen (18) months prior to the application for new service. The Company plan may establish other relevant criteria which will qualify the customer for nonpayment of a deposit.
- 2.6.2 Although the Company does not normally collect deposits from its Customers, deposits may be required from Customers whose credit history is unacceptable or unavailable. The amount of the deposit shall not exceed an amount equal to two (2) months toll charges determined by actual or anticipated usage. The Company plan may allow Customers to pay deposits in installments.
- 2.6.3 Upon written request by the customer, after a period of four (4) consecutive months during which time the average of toll charges is shown to have decreased by fifty percent (50%) or more, the Company shall re-evaluate the amount of the deposit in order to determine if the original deposit amount continues to be consistent with the guidelines set forth by the ACC or if the amount of the deposit shall be reduced to an amount which is consistent with the deposit guidelines.
- 2.6.4 Any excess amount of the deposit resulting from the reduction required in paragraph 2.6.3 of this subsection shall be refunded to the customer.
- 2.6.5 A present Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill for the Company's service, in two (2) out of the last twelve (12) billing periods or if the Customer has had service disconnected during the last twelve (12) months or has presented a check subsequently dishonored.

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2.6 DEPOSITS AND INTEREST, (Cont'd.)

- **2.6.6** Interest on cash deposits shall be paid by the Company at no less than the rate calculated as follows:
 - (A) For all Customer deposits returned within one (1) year or less, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields on one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
 - (B) For all Customer deposits held by the Company for more than one (1) year, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields of 10-year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
 - (C) Provided, however, that after the interest rate is initially established pursuant to this subsection, the interest rate(s) shall not change unless the application of the formula in (e)(1) and/or (e)(2) of this Section results in a change in interest rate(s) that is/are greater than two hundred (200) basis points. Deposits shall be interest bearing; the interest rate and method of calculation shall be filed with and approved by the Commission in a tariff proceeding.
- 2.6.7 If refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of receipt of the deposit. No interest shall accrue on a deposit after discontinuance of service.
- 2.6.8 The Company shall provide payment of accrued interest for all Customers annually by negotiable instrument or by credit against current billing.
- **2.6.9** The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.

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2.6 DEPOSITS AND INTEREST, (Cont'd.)

- 2.6.10 The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty (30) days after settlement of the Customer's account, either in person or by mailing it to the Customer's last known address.
- 2.6.11 If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the Company's service area shall not be deemed a disconnection, and no additional deposit may be required unless otherwise permitted by this tariff.
- 2.6.12 The Company shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check subsequently dishonored. If the Customer does not meet these refund criteria, the deposit and interest may be retained in accordance with Section 2.6.5 of this tariff.
- **2.6.13** The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
- 2.6.14 The Company shall keep records to show the name, account number, and address of each depositor; the amount and date of the deposit; and, each transaction concerning the deposit.
- 2.6.15 The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

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2.6 DEPOSITS AND INTEREST, (Cont'd.)

- **2.6.16** Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 2.6.17 Upon the sale or transfer of the Company or operating units thereof, the reseller shall file, with the application of transfer, a verified list of the information in 2.6.14 of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.
- 2.6.18 The deposit made by the Customer with the Company at the time of application for service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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2.7 BILLING AND BILLING DISPUTES

- 2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe to a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with ACC guidelines.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due twelve (12) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.
- 2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 482-6415. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Arizona Corporation Commission
Consumer Services Division
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-4251
(800) 222-7000
http://eservice.azcc.gov/Utilities/Complaint

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2.7 BILLING AND BILLING DISPUTES (CONT'D)

- 2.7.6 The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with ACC guidelines.
- 2.7.7 The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with ACC guidelines.

2.8 (RESERVED FOR FUTURE USE)

2.9 TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

- 2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
- 2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

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2.10 EQUIPMENT

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

2.11 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.

2.12 PAYMENT FOR SERVICE

- 2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.
- **2.12.2** Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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2.13 RETURNED CHECK CHARGE

If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$25.00.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

A Customer may cancel service by providing written or verbal notice to the Company.

2.15 INTEREXCHANGE INTERCONNECTION FOR RESALE

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

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2.16 DENIAL OR TERMINATION OF SERVICE

- **2.16.1** Service may be refused or terminated for any of the following reasons:
 - (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
 - (B) Failure to make a security deposit.
 - (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
 - (D) Improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.
- **2.16.2** The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.17 DISCONNECTION AND NOTICE

- 2.17.1 When service to an end user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end user's address. Notice will be deemed to be given to the end user three (3) days after mailing by the Company.
- 2.17.2 Notices of Disconnection or Notices of Suspension shall contain the following information:
 - (A) The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
 - **(B)** Name, address, and telephone number of Customer.
 - (C) Statement of reason for proposed disconnection or suspension of service.
 - (D) The date on or after which service will be disconnected or suspended unless appropriate action is taken.
 - (E) The telephone number of the Company where the Customer may make an inquiry.

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2.17 DISCONNECTION AND NOTICE (CONT'D)

- **(F)** Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
- (G) The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size used for the Company's telephone number.
- (H) A statement that the end user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
- (I) Notice of suspension of service relating to past-due amounts shall inform the enduser that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
- 2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.
- 2.17.4 The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained:
 - (A) A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
 - (B) A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.

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2.17.5 Notice of disconnection and/or notice of suspension shall be received via the United States mail, unless the end-user agrees with the Company to receive a bill through different means.

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2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

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 service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$Credit = A \quad x \quad B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

2.19 INSPECTION, TESTING AND ADJUSTMENT

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

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2.20 CUSTOMER SERVICE

The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

Company's toll-free number for customer service is 1-800-482-6415. Customer service hours are 7 days a week from 7 a.m. to 2 a.m. EST.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

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3.1 GENERAL

- 3.1.1 Reserved for Future Use.
- 3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2. TIMING OF CALLS

- 3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:
 - (A) Call timing 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.
 - (B) Chargeable time for calls ends when one of the parties disconnects from the call.
 - (C) Minimum call duration periods for billing purposes vary by service option.
 - (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
 - (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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3.3 Reserved for Future Use

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- 3.4 Reserved for future use
- 3.5 Reserved for future use

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3.6 PROMOTIONAL OFFERINGS

- 3.6.1 Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the Company's obligation to seek approval of permanent rates and charges.
- 3.6.2 The Company may, during promotional periods, offer customers special rate incentives. The Company shall notify the Director of the Utilities Division, by letter, specifying the service(s) offered, terms of the promotion, location, and dates of each promotion period.
- 3.6.3 Promotional offerings of services that have been determined to be competitive shall become effective on the date specified in the Notice to the Director of the Utilities Division, which may be dated no earlier than the date the Notice is provided to the Director of the Utilities Division.
- 3.6.4 Notification of a promotional offering regarding a non-competitive service shall be provided fifteen (15) days prior to the initial offering of the campaign.
- 3.6.5 Any promotional offering of a non-competitive service found not to be in the best interest of the targeted and/or qualified customer(s) will be rejected by the Director of the Utilities Division and returned to the Company with a brief explanation of the reason for the rejection. Notice of the rejection will be sent to the applicant within fifteen (15) days after the Commission's receipt of the notification letter.
- 3.6.6 Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days in length. If the promotion has been offered for three hundred sixty-five (365) consecutive days, then the same promotion cannot be offered for one hundred eighty (180) days from the date the promotion ended.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION

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4.1 Dial World Communications Prepaid Calling Card Service

4.1.1 Description of Service.

Prepaid Calling Card Service permits the use of the Dial World Communications platform for placing telephone calls. Dial World Prepaid Calling Cards are available under a variety of brand names and registered marks.

From time to time, the Company may introduce additional brand name and/or registered marks applicable to Dial World Prepaid Calling Cards.

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4.1 Prepaid Calling Card Service (cont'd)

4.1.1 Description of Service (cont'd)

Section 5 of this Tariff sets forth the per-minute intrastate Service rate for Dial World Prepaid Calling Cards. Depending upon the calling station location and the Customer's or Authorized User's contractual arrangements with other telecommunications service providers, additional local and regional charges may be imposed by telephone service providers other than the Company. Customers may purchase Dial World Prepaid Calling Cards at a variety of retail outlets, from Distributors, or directly from the Company. Dial World Prepaid Calling Cards are available in various denominations and are non-refundable, unless defective. Calling Cards themselves have no cash value and are nonrefundable. Dial World Prepaid Calling Card Service is accessed using a local exchange telephone number or toll-free telephone number printed on the card and/or also available from the dealer or distributor. Customers may also obtain access numbers by contacting Dial World Customer Care at (800) 482-6415, by writing the Company at Dial World Communications, LLC, 30591 Longhorn Drive, Canyon Lake, CA 92587.

At the access telephone number, the cardholder is prompted by an automated voice response system to enter the PIN associated with the Dial World Prepaid Calling Card. PINs may be reset by contacting Dial World Customer Care at the above toll-free number. PINs may expire six months after the purchase date or, in the case of a rechargeable Prepaid Calling Card, the last recharge date. Extensions are granted upon request if the account is still in use and a balance remains on the card.

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4.1 Prepaid Calling Card Service (cont'd)

4.1.1 Description of Service (cont'd)

All Calls must be charged against a card that has a sufficient balance. Before a Call is connected, an automated voice announcement will advise the Customer of the remaining minutes on the card. When the credit in the account reaches zero, the Call will be disconnected. 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 will include applicable taxes, fees, surcharges and/or other assessments as set forth in this Tariff, are deducted from the remaining balance on the Customer's card.

A credit allowance for Dial World Prepaid Calling Card Calls is applicable to Calls which are interrupted due to cut-off, one-way transmissions, or poor transmission conditions; in such circumstances, the Customer will receive a credit equivalent to three minutes.

Certain Calls may not be completed using with Dial World Prepaid Calling Cards:

- Calls to 700, 800, 888, 877 (or typically toll free numbers) and 900 numbers;
- Operator assistance calls;
- Busy line verification;
- Conference calls;
- Calls requiring time and or charges;
- Air-to-ground calls;
- Marine/satellite calls;
- Calling Card usage is restricted from some pay telephones.

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4.1 Prepaid Calling Card Service (Cont'd.)

4.1.1 Description of Service (Cont'd.)

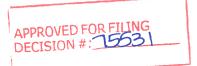
4.1.1.A Rechargeable Prepaid Calling Cards

Dial World Prepaid Calling Cards are rechargeable after initial purchase, allowing the Customer to obtain additional predetermined amounts of access to long distance telephone Services. The card is a dollar-based service, meaning that there is a fixed amount of dollars (i.e., \$10, \$25, or \$50) available to the Customer who purchases a card. Customers may recharge a card by contacting Dial World Customer Care at (800) 482-6415 and following the instructions to recharge the card by applying new charges to a credit card. Customers will be asked to select a dollar amount and when the credit card is approved, Dial World Communications' system will automatically apply the dollar amount of the recharge to the Customer's Rechargeable Prepaid Calling Card. Customers may also forward recharge amounts by check or money order to Dial World Communications, LLC, 30591 Longhorn Drive, Canyon Lake, CA 92587.

The general terms and conditions set forth in Section 4.1.1 above apply to Recharged Prepaid Calling Cards.

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- 4.2 Reserved for Future Use
- 4.3 Reserved for Future Use

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4.4 Directory Assistance Fee.

Customers and Authorized Users may utilize Dial World Prepaid Calling Cards to access local or nationwide Directory Assistance services. The Directory Assistance Fee set forth in Section 4 of this Tariff is applicable to Customer/Authorized User requests to determine telephone numbers for individuals or business located (i) within the same local service area as the requesting party, (ii) outside the local service area but within the same Metropolitan Statistical Area as the requesting party, and (iii) outside the local calling area or local directory assistance area of the requesting party. Customers or Authorized Users may request up to two (2) telephone numbers per Directory Assistance request. In addition to the applicable per-minute Service charge applicable to Dial World Prepaid Calling Card Service, by branded service name (set forth in Section 4 of this Tariff), the per-Call Directory Assistance Fee will be deducted from the available card balance, regardless of whether a requested number is available. In the event a Customer's or Authorized User's Directory Assistance fee will also be deducted from the available card balance for each subsequent three (3) minute increment.

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Reserved for Future Use 4.5

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5.1 Dial World Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name

Per Minute

5.1.1 Standard In-State Usage Rate - Maximum

\$0.10

Unless otherwise stated herein for a particular Brand or Mark, the Standard In-State Rate applies to all Dial World Calling Cards. Standard usage rate is exclusive of any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

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- 5.2 Dial World Global Direct Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name
 - 5.2.1 Global Direct Cards Maximum Rate

Per Minute

Standard In-State Usage Rate

\$0.035

Standard Usage Rates is exclusive or any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

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5.3 Dial World Caller's Choice Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name

5.3.1 Caller's Choice Cards – Maximum Rate

Dial World Caller's Choice cards give users the option to pay a lower usage rate and a one-time connection fee <u>OR</u> avoid the connection fee by option for a higher usage rate. Dial World puts the control in the hands of its customers.

| | | Rate |
|-----------|--|------------------|
| Option A: | Connection Fee Per Minute Usage Rate | \$0.49 \$0.01 |
| Option B: | No Connection Fee Per Minute Usage Rate | \$0.029 |

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5.4 Dial World Calling Card Directory Assistance Fee, all Branded Service Names

\$0.95 Per Directory Assistance Request (and an additional \$0.95 per each subsequent interval of three (3) minutes duration)

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