

Rules, Regulations and Schedule of Rates and Charges Applicable To:

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

Furnished By:

**PUBLIC COMMUNICATIONS SERVICES, INC.**

**Toll Free: (888) 288-9879**

**(T)**

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of resold long distance interexchange telecommunications services provided by Public Communications Services, Inc., ("PCS") within the State of Idaho. This Price List is on file with the Public Utilities Commission of the State of Idaho. Copies may also be inspected during normal business hours at the Company's principal place of business.

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

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**Boise, Idaho**

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Price List that are in effect on the date shown on each page.

Page #	Revision		Page #	Revision	
1	1 <sup>st</sup> Rev.		25	1 <sup>st</sup> Rev.	*
2	2 <sup>nd</sup> Rev.	*	26	Original	
3	Original		27	1 <sup>st</sup> Rev.	*
4	Original		28	1 <sup>st</sup> Rev.	*
5	Original		29	1 <sup>st</sup> Rev.	*
6	Original		30	Original	
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8	Original		32	1 <sup>st</sup> Rev.	
9	Original		33	1 <sup>st</sup> Rev.	
10	Original		33.1	Original	
11	Original		33.1.1	Original	*
12	Original		33.1.2	Original	*
13	Original		33.2	1 <sup>st</sup> Rev.	*
14	Original		33.2.1	Original	*
15	Original		33.2.2	Original	*
16	Original		33.3	1 <sup>st</sup> Rev.	*
17	Original		33.3.1	Original	*
18	Original		33.3.2	Original	*
19	Original		33.4	1 <sup>st</sup> Rev.	*
20	Original		33.4.1	Original	*
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**SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change or regulation but no change in rate or charge.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's telephone to a PCS designated switching center or point of presence.

**Aggregator** - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with PCS for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this Price List.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this Price List.

**Commission** - Refers to the Idaho Public Utilities Commission.

**Company or Carrier** - Public Communications Services, Inc. unless otherwise clearly indicated by the context.

**Confinement Institution** - Used throughout this Price List to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with PCS for the provision of service for use by their Inmate population.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Price List. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on a per call basis from Aggregator locations or through equipment provided by an Aggregator. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)**

**Inmates** - The confined population of Institutions.

**Institutions** - See Confinement Institution.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company.

**PCS** - Used throughout this Price List to refer to Public Communications Services, Inc.

**Pay Telephone** - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)**

**Subscriber** - Used throughout this tariff to refer to Customers, Aggregators or Institutions which arrange for the Company to provide, discontinue or rearrange for telecommunication services on behalf of itself or others.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Public Communications Services, Inc.**

- 2.1.1** The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way communications originating and terminating between points within the State of Idaho. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2** The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3** PCS arranges for installation, operation, and maintenance of the communications services provided in this Price List for Customers in accordance with the terms and conditions set forth under this Price List. PCS may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the PCS network. The Subscriber shall be responsible for all charges due for such service arrangements.

**2.2 Use of the Company's Service**

- 2.2.1** Services provided under this Price List may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

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

**2.3 Limitations**

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price List, or in violation of the law.
- 2.3.2 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 Price List.
- 2.3.3 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.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored service as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6 Service provided to Institutions for use by Inmates may be restricted or otherwise limited under the direction of authorized personnel of the Institution's administration at their own discretion.

**2.4 Assignment and Transfer**

- 2.4.1 All facilities provided under this Price List 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. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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

**2.5 Liability 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 or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.10, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for any 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 Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Price List; or for any act or omission of the Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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

**2.5 Liability of the Company (Cont'd)**

- 2.5.6** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.5.7** The Company shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1) Any act or omission of: (a) the Subscriber, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
  - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Subscriber or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3) Any unlawful or unauthorized use of the Company's facilities and services;
  - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 5) Any noncompletion of calls due to network busy conditions;
  - 6) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Subscriber, Authorized Users, inmates, guests, patrons, visitors or other transient third parties using the services of the Company through the Company's or Subscriber's equipment; or any other entity.

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

**2.5 Liability of the Company (Cont'd)**

**2.5.8** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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

**2.6 Responsibilities of the Subscriber or Customer**

- 2.6.1** The Subscriber is responsible for making proper application for service; placing any necessary orders; for complying with Price List regulations; and payment of charges for services provided. Specific responsibilities include, but are not limited to the following:
- 1) The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users by the Subscriber.
  - 2) If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
  - 3) The Subscriber is responsible for arranging access to its premises at times acceptable to the Company when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of PCS's services.
  - 4) The Subscriber shall ensure that any Subscriber provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use and in compliance with the criteria set forth in this Price List, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
  - 5) The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or others, by improper use of the services, or by use of equipment provided by the Subscriber or others.
  - 6) The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.
  - 7) The Subscriber is responsible for establishing its identity as often as necessary during the course of a call.
  - 8) The Subscriber is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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

**2.7 Billing and Payment For Service**

**2.7.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- 1) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);

**2.7.2 Payment for Service**

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.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Billing and Payment For Service (Cont'd)****2.7.3 Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent within twenty (20) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Idaho Public Utilities Commission with 1) any unresolved dispute or 2) disputed charges for which the Company refuses an adjustment if disputed charges were reported to the Company after twenty (20) days from the closing date on the Customer's bill.

**2.7.4 Taxes**

PCS reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this Price List, such taxes will be itemized separately on Customer bills.

**2.7.5 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Idaho law.

**2.7.6 Return Check Charge**

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Idaho law.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Billing and Payment For Service (Cont'd)****2.7.7 Minimum Service Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Price List or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**2.7.8 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit limit. Where a requested billing method cannot be validated or maximum credit limit established, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers, invalid calling card or commercial credit card numbers, refusal of a called party to accept responsibility for payment, failure to keep the outstanding balance due below the credit limit or any other circumstances which may prevent the Company from collecting the charges due for a call.

Service provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.8 Deposits**

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

**2.9 Advance Payments**

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, PCS reserves the right to collect 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 a new advance payment may be collected for the next month, if necessary.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.10 Refunds or Credits for Service Outages or Interruptions**

**2.10.1** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Price List. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

**2.10.2** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

**2.10.3** For usage sensitive long distance services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

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

**2.11 Cancellation or Termination of Service**

**2.11.1 Cancellation by Customer**

- A) Customers of presubscribed long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

**2.11.2 Cancellation by Company**

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this Price List or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until twenty (20) days from the closing date printed on the Customer's bill.
- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Subscriber shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - 2) For use of telephone service for any purpose other than that described in the application.
  - 3) For neglect or refusal to provide reasonable access to PCS or its agents for the purpose of inspection and maintenance of equipment owned by PCS or its agents.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.11 Cancellation or Termination of Service (Cont'd)****2.11.2 Continued****B) Continued**

- 4) For noncompliance with or violation of Commission regulation or PCS's rules and regulations on file with the Commission.
- 5) Without notice in the event of Subscriber use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
- 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 7) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, PCS may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 9) For periods of inactivity over sixty (60) days.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.12 Interconnection**

Service furnished by PCS may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Subscriber is responsible for all charges billed by other carriers 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 Subscriber.

**2.13 Subscriber Provided Equipment**

**2.13.1** The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of PCS's service.

**2.13.2** When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subscriber's expense, subject to prior Subscriber approval of the equipment expense.

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

**2.14 Company Provided Equipment**

The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Subscriber. The Subscriber may not nor may they permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

**3.1 General**

PCS provides operator assisted calling services for communications originating and terminating within the State of Idaho. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this Price List, intrastate service is offered in conjunction with interstate service.

In addition, the Company offers automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.2 Timing of Calls**

- 3.2.1 Billing for calls placed over the PCS network is based in part on the duration of the call as follows, unless otherwise specified in this Price List.
- 3.2.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.3 Chargeable time for each call ends when one of the parties disconnects from the call.
- 3.2.4 Unless otherwise specified in this Price List, the minimum Initial Period for billing purposes is one (1) minute.
- 3.2.5 Unless otherwise specified in this Price List, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.2.6 The Company will not knowingly 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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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.3 Rate Periods**

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**3.3.1** For time of day sensitive services, the following rate periods apply unless otherwise specified in this Price List:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

**3.3.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)****3.4 Calculation of Distance**

**3.4.1** Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

**3.4.2** The airline distance between any two wire centers is determined as follows:

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**3.4.3** The formula for distance calculations is:

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.5 [Reserved for Future Use]**

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.5 [Reserved for Future Use] (Cont'd)**

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.5 [Reserved for Future Use] (Cont'd)**

(D)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)****3.6 Institutional Operator Assisted Calling**

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

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

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

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.6 Institutional Operator Assisted Calling, (Cont'd)**

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.6 Institutional Operator Assisted Calling, (Cont'd)**

**3.6.1 Rate Plan 1**

**(T)**

The following rates and charges apply to local calls placed by inmates of confinement institutions. Service is billed in five minute increments following and initial five minute increment.

**USAGE CHARGES (LOCAL):**

**(T)**

Per Five Minutes \$0.30 **(R)**

**PER CALL CHARGES:**

Station to Station: \$2.25

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.6 Institutional Operator Assisted Calling, (Cont'd)**

**3.6.1 Rate Plan 1, (cont'd.)**

(T)

**IntraLATA Rates and Charges**

(C)

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

**Usage Charges:** \$0.30

**Per Call Charges:**

Per Inmate Collect-Only Call:

Station to Station: \$2.25

**InterLATA Rates and Charges**

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

**Usage Charges:** \$0.50

**Per Call Charges:**

Per Inmate Collect-Only Call:

Station to Station: \$3.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.6 Institutional Operator Assisted Calling, (Cont'd)**

**3.6.2 Rate Plan 2**

**Local/IntraLATA/InterLATA:**

Per 30 minute maximum duration call:

All Mileage Bands  
All Times of Day

Rate Per Call: \$3.80

(N)  
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(N)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.6 Institutional Operator Assisted Calling, (Cont'd)**

**3.6.3 Rate Plan 3**

**Local Day Rates**

All Mileage Bands

Rate Per Call \$1.91

**IntraLATA Rates**

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
All	\$0.4100	\$0.1500	\$0.3600	\$0.1000	\$0.3600	\$0.1000

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$1.30

**InterLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.50

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$3.95

(N)

(N)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.6 Institutional Operator Assisted Calling, (Cont'd)**

**3.6.4 Rate Plan 4**

(N)

**Local Day Rates**

All Mileage Bands

Rate Per Call \$2.06

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.37

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$2.80

**InterLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.50

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$3.95

(N)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.7 Prepaid Collect Service**

Prepaid Collect Service allows recipients of collect calls from inmate facilities to set up a prepaid account with the Company from which such calls are decremented.

Inmates place a collect call through the standard dialing pattern to a specific telephone number (station to station). The Subscriber accepts the collect call and the charges for that call are deducted from the Subscriber's Prepaid Account. Funds in this Prepaid Account may only be used for payment of calls received by Subscribers to their telephone number specified to the Company when the Prepaid Account is established.

Prepaid Collect Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmate's Prepaid Account. Customers may obtain the current Available Usage Balance, last payment made and last payment date by calling the Company's Customer Service toll free number twenty-four (24) hours a day, seven (7) days a week.

**3.7.1 Rate Plan 1**

(T)

**Local/IntraLATA/InterLATA:**

Per 30 minute maximum duration call:

All Mileage Bands  
All Times of Day

Rate Per Call: \$3.60

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.7 Prepaid Collect Service, (Cont'd.)**

(N)

**3.7.2 Rate Plan 2**

**Local Rates**

All Mileage Bands

Rate Per Call: \$1.60

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.10

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$1.40

**InterLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.50

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$2.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.7 Prepaid Collect Service, (Cont'd.)**

(N)

**3.7.3 Rate Plan 3**

**Local Rates**

All Mileage Bands

Rate Per Call: \$1.80

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.30

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$2.40

**InterLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.35

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$3.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.8 Institutional Prepaid Service**

Institutional Prepaid Service allows inmates to set up prepaid accounts for outbound calling. Prepaid calls are originated when the inmate enters their unique PIN and destination number. The institution has the option of enabling a function requiring positive call acceptance on each call placed via Institutional Prepaid Service.

With the assistance of the institution, the company will set up a Prepaid Account for calls placed from the institution. Funds in the Prepaid Account may only be used for payment of calls placed by inmates. The Company's system informs the inmate of the Available Usage Balance remaining in the Prepaid Account upon access to place a call, and prompts the inmate Customer to place a call by entering the destination telephone number.

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmate's Prepaid Account on a real time basis as the call progresses.

While a call is in progress and the Available Usage Balance reaches one minute, a voice prompt will announce to the inmate that one minute of time remains on their Prepaid Account and that the call will be cut off after that time.

**3.8.1 Rate Plan 1**

(T)

**Local/IntraLATA/InterLATA:**

Per 30-minute maximum duration call:

All Mileage Bands  
All Times of Day

Rate Per Call: \$3.40

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.8 Institutional Prepaid Service, (Cont'd.)**

(N)

**3.8.2 Rate Plan 2**

**Local Rates**

All Mileage Bands

Rate Per Call: \$1.60

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.10

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$1.40

**InterLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.50

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$2.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.8 Institutional Prepaid Service, (Cont'd.)**

(N)

**3.8.3 Rate Plan 3**

**Local Rates**

All Mileage Bands

Rate Per Call: \$1.80

**IntraLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.30

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$2.40

**InterLATA Rates**

**Usage Charges:**

Rate Per Minute: \$0.35

**Per Call Service Charges:**

Per Automated Collect-Only Call: \$3.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)****3.9 Miscellaneous Rates and Charges****3.9.1 Pay Telephone Surcharge**

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

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

Per Call Charge: \$0.50 (R)

**3.9.2 Billing Cost Recovery Fee**

In order to partially offset increased expenses associated with billing calls via local exchange carriers, an undiscountable billing cost recovery fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. The company will implement this fee based on the arrangement with a specific Correctional Institution. This fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

Billing Cost Recovery Fee, per month where applicable \$2.49

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.9 Miscellaneous Rates and Charges, (Cont'd.)**

(N)

**3.9.3 State Regulatory Recovery Fee**

The State Regulatory Recovery Fee assists the Company to recover costs associated with the provision of in state services including state regulatory fees, proceedings and compliance items. The State Regulatory Recovery Fee applies each month in which an end-user accepts in-state calls.

State Regulatory Recovery Fee, per month where applicable: Up to \$1.99

**3.9.4 Federal Regulatory Recovery Fee**

The Federal Regulatory Recovery Fee helps recover costs associated with the provision of state-to-state and international long distance services including the administration of the federal universal service fund (USF), other federal regulatory fees, proceedings and compliance items. The Federal Regulatory Recovery Fee applies each month in which an end-user accepts state-to-state and/or international calls.

Federal Regulatory Recovery Fee, per month where applicable: Up to \$1.99

(N)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.9 Miscellaneous Rates and Charges, (Cont'd.)**

(N)

**3.9.5 Damaged Equipment Cost Recovery Charge**

At the request of the correctional facility, this charge will apply to automated collect calls which are placed by inmates of the facility when such calls are provided through the Company's own processing equipment at that facility. The purpose of the charge is to recover the costs of repair to the phone equipment as a result of damage caused by inmates housed at the correctional facility. This charge will apply in addition to all applicable usage charges and operator assistance service charges specified herein.

Damaged Equipment Cost Recovery Charge, per call, up to: \$0.85

**3.9.6 Voice Verification Service**

Voice Verification Service is an optional service that provides validation of the inmate's identity through voice verification technology for purposes of improved security and reduced potential of fraud and Customer harassment by inmates. This charge applies to automated calls placed by inmates of correctional facilities when such calls are provided through the Company's own processing equipment. Where Voice Verification Service is requested by correctional facilities, this charge applies in addition to all applicable institutional rates and charges as specified in this tariff.

Voice Verification Service Charge, per call\*, up to: \$0.25  
\* where requested by correctional facility

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)**

**3.10 Pay 2 Talk**

Pay 2 Talk service allows recipients of inmate collect calls to pay on a per call basis. This service is targeted to called parties who either do not want to set up a prepaid account and purchase a bulk set of minutes on a prepaid basis or who may be blocked from receiving collect calls. When the call is placed the called party will be prompted for credit card information and once received and validated, the call will be connected. Calls are billed only via a major credit card, as determined by the Company. Call rates are based on a call duration of up to 15 minutes.

**3.10.1 Rates**

	<u>Per Call Charge</u>
Local	\$3.85
IntraLATA	\$8.00
InterLATA	\$9.00

(N)  
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(N)

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**SECTION 4 - CONTRACTS AND PROMOTIONS****4.1 Contracts**

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 Price List. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

**4.2 Promotions**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

**4.3 Demonstration of Service Promotion**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

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