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210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

July 29, 2005
Via Overnight Delivery

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

RE: Phone1, Inc
Docket No. T-04297A-04-0918

Docket Control:

Enclosed for filing is an original and thirteen (13) copies of the initial tariff compliance filing Arizona Tariff No. 1, filed on behalf of Phone1, Inc. The company received a Certificate of Convenience and Necessity to Provide Resold Interexchange Telecommunications Services and Alternate Operator Services in Decision 67988 in the above-mentioned Docket.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self - addressed, stamped envelope enclosed for this purpose. Any questions you may have regarding this filing may be directed to me at 407-740-8575 or via email at mbyrnes@tminc.com.

Sincerely,

Monique Byrnes

Monique Byrnes
Consultant to Phone1, Inc.

Enclosure

cc: J. Leath – Phone1
file: Phone1 - AZ
tms: azo0501

TARIFF SCHEDULES APPLICABLE TO

OPERATOR ASSISTED SERVICES

NAMING

RATES, RULES AND REGULATIONS

GOVERNING OPERATIONS

OF

PHONE 1, INC., ("PHONE 1")

100 No. Biscayne Boulevard, 25th Floor
Miami, Florida 33132
305-371-3300
866-674-6631

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	29	Original	*
2	Original	*	30	Original	*
3	Original	*	31	Original	*
4	Original	*	32	Original	*
5	Original	*	33	Original	*
6	Original	*	34	Original	*
7	Original	*	35	Original	*
8	Original	*	36	Original	*
9	Original	*	37	Original	*
10	Original	*	38	Original	*
11	Original	*	39	Original	*
12	Original	*	40	Original	*
13	Original	*	41	Original	*
14	Original	*	42	Original	*
15	Original	*	43	Original	*
16	Original	*	44	Original	*
17	Original	*	45	Original	*
18	Original	*	46	Original	*
19	Original	*	47	Original	*
20	Original	*	48	Original	*
21	Original	*	49	Original	*
22	Original	*	50	Original	*
23	Original	*	51	Original	*
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* - indicates those pages included with this filing

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Arizona by Phone 1, Inc. ("Phone 1"), subject to the jurisdiction of the Arizona Corporation Commission.

SYMBOLS

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

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

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

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

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

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

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

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

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

TARIFF FORMAT

A. **Page Numbering -** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

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

C. **Paragraph Numbering Sequence -** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.

D. **Check Sheets -** When a tariff filing is made with the ACC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

ACC - refers to the Arizona Corporation Commission.

Access - Access to the Company's services are provided by one or more or a combination of the following methods: pre-subscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band-width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard,

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

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator-assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Arizona.

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

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

(i) automatic completion with billing to the telephone from which the call originated; or

(ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

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

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

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

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers that allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

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

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Arizona Corporation Commission to be providing operator services.

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires the Company to communicate and collect the charges from the originating location.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of Arizona, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

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

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 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 All services and 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. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

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

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

2.4 Liabilities of Company

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

2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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

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

2.4 Liabilities of Company, (Cont'd.)

2.4.4 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.

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

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

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

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

2.5 Deposits

The Company does not collect deposits from its Customers.

2.6 Advance Payments

The Company does not require advance payments from its Customers.

2.7 Taxes

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

2.7.1 For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.

2.7.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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

2.8 Payment for Service

2.8.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

(A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

(B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

(C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, the Company will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to the Company for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 3.5 herein.

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

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service, (Cont'd.)

(D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

(E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.

(F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

(G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

(H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.

(I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service, (Cont'd.)

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

(K) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

(L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

(M) Return Check Charge

A return check charge of $25.00 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 billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Commission regulations.

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

2.9 Right to Backbill for Improper Use of the Company's Service

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

2.10 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Arizona Corporation Commission.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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

2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

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

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.

2.18 Toll Free Numbers

The Company will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll fee service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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

2.19 Responsibilities of the Subscriber

2.19.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.

2.19.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.

2.19.3 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.

2.19.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Services.

2.19.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

2.19 Responsibilities of the Subscriber, (Cont'd.)

2.19.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.

2.19.7 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, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

2.19.8 The Subscriber must pay for the loss through theft or fire of any of the Company's equipment installed at Subscriber's premises.

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

2.20 Responsibilities of Authorized Users

2.20.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

2.20.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

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

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

2.21 Complaint Procedures

Customer complaints and inquiries regarding their bills may be directed to the toll-free number provided by the billing agent on the bill. In addition, inquiries and complaints may also be directed to:

Phone 1, Inc.
100 No. Biscayne Boulevard, 25th Floor
Miami, Florida 33132
Toll Free: 866-674-6631
Telephone: 305-371-3300

If not satisfied with the Company's response, customers may contact:

Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
Telephone: (602) 542-4251

2.22 Access to Other Carriers

Neither the Company nor its Subscribers may block access to other certificated carriers unless a waiver is granted by the Arizona Corporation Commission.

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

2.23 Access Charges

The Company, either directly or indirectly through its underlying carriers, will pay intrastate access charges for use of local exchange company facilities when completing intrastate Arizona calls.

2.24 Call Splashing

Pursuant to ACC R-14-2-1008, the Company will not transfer calls to another carrier unless the rating and billing information for the call will properly reflect the originating and terminating points of the call. If such transfers are not possible, the Company will inform the caller that the call cannot be completed and that the preferred carrier may be reached via an access code or toll-free customer service number. If such a transfer occurs, it will be made at no charge to the end user.

2.25 Notice Information

Subscribers of the Company's service who make the Company's service available to the public are required to post notice on or near each telephone used to access its services. Such notice must include: the Company's name, address, toll-free telephone number for inquiries, dialing instructions, an indication that the Company's rates apply, a statement that the calling card carrier will not carry the call, description of complaint procedures, a statement that the end user has the right to access their carrier of choice, and any location-specific surcharges.

2.26 Noncompliance by Subscribers

In instances where the Company finds that a Subscriber is not in compliance with information posting and notice requirements of the Arizona Corporation Commission, the Company will contact the Subscriber and request compliance. If, after the above steps are taken, the Subscriber refuses to comply with the Commission's rules, the Company will terminate service to the Subscriber.

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

2.27 Other

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

SECTION 3 - DESCRIPTION OF SERVICE AND MAXIMUM RATES

3.1 General

Phone1 will operate as a reseller of existing facilities and will provide operator assisted services to call aggregator locations. Service will be provided twenty-four (24) hours per day, seven (7) days a week.

The Company's Operator Services is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by Arizona Corporation Commission and the Federal Communications Commission.

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

3.2 Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Timing for all calls other than Collect or Person-to-Person 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. For Collect calls, call timing begins when the called party agrees to accept charges for the call. For Person-to-Person calls, call timing begins when two-way communications are established between the designated party or station and the calling party, or when the caller agrees to speak with a substitute party.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

3.2.5 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.

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

3.3 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

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

When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the call occurring within that rate period. In the event that an initial or incremental period of use is split between two rate periods, the rate in effect at the start of that period applies.

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

3.4 Operator Assisted Services

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

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

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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

3.4 Operator Assisted Services, (Cont'd.)

3.4.1 InterLATA Rates - Usage

Rates are billed in one (1) minute increments with a one (1) minute minimum. No holiday discounts apply.

Mileage	1st Minute	Addl. Min	1st Minute	Addl. Min	1st Minute	Addl. Min
0-10	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
11-16	$0.4000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
17 – 23	$0.4000	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
23 – 30	$0.4500	$0.3000	$0.4500	$0.3000	$0.3000	$0.3000
31 – 40	$0.5065	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
41 – 55	$0.5307	$0.3332	$0.3135	$0.3000	$0.3000	$0.3000
56 – 70	$0.5560	$0.3732	$0.3590	$0.3000	$0.3000	$0.3000
71 – 124	$0.5560	$0.3865	$0.3590	$0.3000	$0.3000	$0.3000
125 – 196	$0.5560	$0.4265	$0.3590	$0.3000	$0.3000	$0.3000
197 – 292	$0.5560	$0.4799	$0.3590	$0.3000	$0.3000	$0.3000
293 +	$0.5800	$0.4820	$0.3908	$0.3000	$0.3000	$0.3000

3.4.2 InterLATA Rates - Surcharges

Customer Dialed Calling or Credit Card	$1.50
Operator Dialed Calling or Credit Card	$2.50
Station to Station - Collect or Third Party	$2.33
Person to Person - Collect or Third Party	$4.66
Person to Person	$4.50
Station to Station	$3.50
Operator Dialed Surcharge	$2.00
Location Specific Charge	$1.00
Directory Assistance	$2.00

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

3.4 Operator Assisted Services, (Cont'd.)

3.4.3 IntraLATA Rates - Usage

Rates are billed in one (1) minute increments with a one (1) minute minimum. No holiday discounts apply.

Mileage	1st Minute	Addl. Min	1st Minute	Addl. Min	1st Minute	Addl. Min
0-10	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
11-16	$0.4000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
17 – 23	$0.4000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
23 – 30	$0.4500	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
31 – 40	$0.4500	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
41 – 55	$0.4500	$0.3332	$0.3135	$0.3000	$0.3000	$0.3000
56 – 70	$0.5200	$0.3300	$0.3590	$0.3000	$0.3000	$0.3000
71 – 124	$0.5200	$0.3300	$0.3590	$0.3000	$0.3000	$0.3000
125 – 196	$0.5300	$0.3600	$0.3590	$0.3000	$0.3000	$0.3000
197 – 292	$0.5800	$0.3600	$0.3590	$0.3000	$0.3000	$0.3000
293 +	$0.5800	$0.3800	$0.3908	$0.3000	$0.3000	$0.3000

3.4.4 IntraLATA Rates - Surcharges

Customer Dialed Calling or Credit Card	$1.50
Operator Dialed Calling or Credit Card	$2.50
Station to Station - Collect or Third Party	$2.30
Person to Person - Collect or Third Party	$4.50
Person to Person	$4.50
Station to Station	$3.50
Operator Dialed Surcharge	$2.00
Location Specific Charge	$1.00
Directory Assistance	$2.00

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

3.5 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	Per call
Busy Line Verification	$3.00
Emergency Interruption	$5.00

3.6 Non-subscriber Surcharge

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

The Nonsubscriber Service Charge does not apply to calling card calls, intraLATA calls, calls to Directory Assistance, toll free or 900 numbers, ship-to-shore service or Telecommunications Relay Service.

Per Call Charge: $5.00

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

3.7 Public Telephone Surcharge

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

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

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

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

Per Call Charge: $0.99

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

3.8 Directory Assistance

A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call, regardless of whether the Directory Assistance Bureau is able to furnish a requested telephone number.

Per Call Charge:	$2.50

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

3.9 Toll Free Access Operator Services

3.8.1 Rate Plan 1

Service is billed in three (3) minute increments following an initial three (3) minute period.

Per Minute Usage Rates: $1.00

Per Call Operator Service Charges:

Customer Dialed Calling Card Station:	$8.00
Operator Dialed Calling Card Station:	$12.00

	Automated	**Live**
Collect	$8.00	$10.00
Billed to Third Party	$15.00	$18.00
Sent Paid - Non Coin	$ 8.00	$18.00
Person to Person	$15.00	$18.00

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

3.9 Toll Free Access Operator Services, (Cont'd.)

3.9.2 Rate Plan 2

Service is billed in three (3) minute increments following an initial three (3) minute period.

Per Minute Usage Rates: $1.00

Per Call Operator Service Charges:

Customer Dialed Calling Card Station:	$8.50
Operator Dialed Calling Card Station:	$12.50

	Automated	**Live**
Collect	$8.00	$10.00
Billed to Third Party	$18.00	$18.00
Sent Paid - Non Coin	$ 8.00	$18.00
Person to Person	$18.00	$18.00

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

3.9 Toll Free Access Operator Services, (Cont'd.)

3.9.3 Rate Plan 3

Service is billed in three (3) minute increments following an initial three (3) minute period.

Per Minute Usage Rates: $2.50

Per Call Operator Service Charges:

Customer Dialed Calling Card Station:	$10.00
Operator Dialed Calling Card Station:	$18.00

	Automated	**Live**
Collect	$8.00	$10.00
Billed to Third Party	$18.00	$18.00
Sent Paid - Non Coin	$ 8.00	$18.00
Person to Person	$18.00	$18.00

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

3.9 Toll Free Access Operator Services, (Cont'd.)

3.9.4 Rate Plan 4

Service is billed in three (3) minute increments following an initial three (3) minute period.

InterLATA Per Minute Rate

Mileage	Per Minute Rate
0-293+	$0.99

IntraLATA Per Minute Rate

Mileage	Per Minute Rate
0-293+	$0.99

Per Call Operator Service Charges:

Operator Station Automated	$8.00
Operator Assisted	$15.00

SECTION 4 - PROMOTIONS

4.1 Promotions - General

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

4.2 Demonstration of Calls

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

SECTION 5 - CONTRACT SERVICES

5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms.

SECTION 6 - CURRENT PRICE LIST

6.1 Operator Service

6.1.1 InterLATA Rates - Usage

Rates are billed in one (1) minute increments with a one (1) minute minimum. No holiday discounts apply.

Mileage	1st Minute	Addl. Min	1st Minute	Addl. Min	1st Minute	Addl. Min
0-10	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
11-16	$0.4000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
17 – 23	$0.4000	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
23 – 30	$0.4500	$0.3000	$0.4500	$0.3000	$0.3000	$0.3000
31 – 40	$0.5065	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
41 – 55	$0.5307	$0.3332	$0.3135	$0.3000	$0.3000	$0.3000
56 – 70	$0.5560	$0.3732	$0.3590	$0.3000	$0.3000	$0.3000
71 – 124	$0.5560	$0.3865	$0.3590	$0.3000	$0.3000	$0.3000
125 – 196	$0.5560	$0.4265	$0.3590	$0.3000	$0.3000	$0.3000
197 – 292	$0.5560	$0.4799	$0.3590	$0.3000	$0.3000	$0.3000
293 +	$0.5800	$0.4820	$0.3908	$0.3000	$0.3000	$0.3000

6.1.2 InterLATA Rates - Surcharges

Customer Dialed Calling or Credit Card	$1.50
Operator Dialed Calling or Credit Card	$2.50
Station to Station - Collect or Third Party	$2.33
Person to Person - Collect or Third Party	$4.66
Person to Person	$4.50
Station to Station	$3.50
Operator Dialed Surcharge	$2.00
Location Specific Charge	$1.00
Directory Assistance	$2.00

SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

6.1 Operator Service, (Cont'd.)

6.1.3 IntraLATA Rates - Usage

Rates are billed in one (1) minute increments with a one (1) minute minimum. No holiday discounts apply.

Mileage	1st Minute	Addl. Min	1st Minute	Addl. Min	1st Minute	Addl. Min
0-10	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
11-16	$0.4000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
17 – 23	$0.4000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000
23 – 30	$0.4500	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
31 – 40	$0.4500	$0.3000	$0.3135	$0.3000	$0.3000	$0.3000
41 – 55	$0.4500	$0.3332	$0.3135	$0.3000	$0.3000	$0.3000
56 – 70	$0.5200	$0.3300	$0.3590	$0.3000	$0.3000	$0.3000
71 – 124	$0.5200	$0.3300	$0.3590	$0.3000	$0.3000	$0.3000
125 – 196	$0.5300	$0.3600	$0.3590	$0.3000	$0.3000	$0.3000
197 – 292	$0.5800	$0.3600	$0.3590	$0.3000	$0.3000	$0.3000
293 +	$0.5800	$0.3800	$0.3908	$0.3000	$0.3000	$0.3000

6.1.4 IntraLATA Rates - Surcharges

Customer Dialed Calling or Credit Card	$1.50
Operator Dialed Calling or Credit Card	$2.50
Station to Station - Collect or Third Party	$2.30
Person to Person - Collect or Third Party	$4.50
Person to Person	$4.50
Station to Station	$3.50
Operator Dialed Surcharge	$2.00
Location Specific Charge	$1.00
Directory Assistance	$2.00

SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

6.2 Busy Line Verification and Interrupt Service

	Per call
Busy Line Verification	$1.25
Emergency Interruption	$2.00

6.3 Non-subscriber Surcharge

Per Call Charge:	$3.50

6.4 Public Telephone Surcharge

Per Call Charge:	$0.69

6.5 Directory Assistance

Per Call Charge:	$1.25

SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

6.6 Toll Free Access Operator Services

6.6.1 Rate Plan 1

Service is billed in three (3) minute increments following an initial three (3) minute period.

Per Minute Usage Rates: $0.69

Per Call Operator Service Charges:

Customer Dialed Calling Card Station:	$4.99
Operator Dialed Calling Card Station:	$7.50

	Automated	**Live**
Collect	$4.99	$6.99
Billed to Third Party	$12.50	$12.50
Sent Paid - Non Coin	$ 5.99	$12.50
Person to Person	$12.50	$12.50

SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

6.6 Toll Free Access Operator Services, (Cont'd.)

6.6.2 Rate Plan 2

Service is billed in three (3) minute increments following an initial three (3) minute period.

Per Minute Usage Rates: $0.69

Per Call Operator Service Charges:

Customer Dialed Calling Card Station:	$4.99
Operator Dialed Calling Card Station:	$7.50

	Automated	**Live**
Collect	$4.99	$7.99
Billed to Third Party	$12.50	$12.50
Sent Paid - Non Coin	$ 5.99	$12.50
Person to Person	$12.50	$12.50

SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

6.6 Toll Free Access Operator Services, (Cont'd.)

6.6.3 Rate Plan 3

Service is billed in three (3) minute increments following an initial three (3) minute period.

Per Minute Usage Rates: $1.15

Per Call Operator Service Charges:

Customer Dialed Calling Card Station:	$4.99
Operator Dialed Calling Card Station:	$7.50

	Automated	**Live**
Collect	$5.99	$7.50
Billed to Third Party	$6.99	$12.50
Sent Paid - Non Coin	$5.99	$12.50
Person to Person	$12.50	$12.50

SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

6.6 Toll Free Access Operator Services, (Cont'd.)

6.6.4 Rate Plan 4

Service is billed in three (3) minute increments following an initial three (3) minute period.

InterLATA Per Minute Rate

Mileage	**Per Minute Rate**
0-293+	$0.28

IntraLATA Per Minute Rate

Mileage	**Per Minute Rate**
0-293+	$0.28

Per Call Operator Service Charges:

Operator Station Automated	$2.30
Operator Assisted	$2.30