REGULATIONS AND RATES

FOR END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF NEW JERSEY

FOR

IDT AMERICA, CORP.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by IDT America, Corp. with principal offices at 520 Broad Street, Newark, New Jersey 07102-3111 for services furnished within the State of New Jersey. This tariff is on file with the New Jersey Board of Public Utilities and can be viewed at the Board office. In addition, this tariff is available for review during normal business hours at the Company's principle place of business, 520 Broad Street, Newark, New Jersey 07102-3111.

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Ву:

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CHECK SHEET

The Sheets of this Tariff, as listed below, are effective as of the date shown at the bottom of the respective Sheet(s). Original and revised Sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date at the bottom of this Sheet.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original	35	Original	71	Original
2	Original	36	Original	72	Original
3*	First	37	Original	73	Original
	Revised	38	Original	74*	First
4*	First	39	Original		Revised
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5	Original	41	Original		Revised
6	Original	42	Original	76*	First
7	Original	43	Original		Revised
8	Original	44	Original	77*	First
9	Original	45	Original		Revised
10	Original	46	Original	78*	First
11	Original	47	Original		Revised
12	Original	48	Original	79*	First
13	Original	49	Original		Revised
14	Original	50	Original	80*	First
15	Original	51	Original		Revised
16	Original	52	Original	81	Original
17	Original	53	Original	82*	First
18	Original	54	Original		Revised
19	Original	55	Original	83*	First
20	Original	56	Original		Revised
21	Original	57	Original	84*	First
22	Original	58	Original		Revised
23	Original	59	Original	85*	First
24	Original	60	Original		Revised
25	Original	61	Original	86*	First
26	Original	62	Original		Revised
27	Original	63	Original	87*	First
28	Original	64	Original		Revised
29	Original	65	Original	88	Original
30	Original	66	Original	89	Original
31	Original	67	Original	90	Original
32	Original	68	Original	91	Original
33	Original	69	Original	92*	First
34	Original	70	Original		Revised

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IDT AMERICA, CORP.

New Jersey Tariff No. 2 First Revised Sheet 4 Replaces Original Sheet 4

93*	First	103	Original	116	Original
	Revised	104	Original	117	Original
94*	First	105	Original	118	Original
	Revised	106*	First	119	Original
95*	First		Revised	120	Original
	Revised	107	Original	121	Original Original
96	Original	108*	First	122	Original
97*	First		Revised	123	Original Original
	Revised	109	Original	124	Original
98*	First	110	Original	125	Original
	Revised	111	Original	126	Original Original
99	Original	112	Original	127	Original
100	Original	113	Original	128	Original Original
101	Original	114	Original	129	Original
102	Original	115	Original		o

^{*}New or Revised

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- **(D)** To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of competitive local telecommunications services by IDT America, Corp. for the use of Customers in transmitting messages within the State of New Jersey, subject to the jurisdiction of the New Jersey Board of Public Utilities ("Board"). Services include, but are not limited to resold and facilities-based voice services within the State of New Jersey. IDT's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

This tariff is on file with the Public Utility Board of New Jersey. In addition, this tariff is available for review at the main office of IDT at 520 Broad Street, Newark, New Jersey 07102-3111.

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TARIFF FORMAT

- **A. Sheet Numbering** Sheet numbers appear in the upper right corner of the Sheet. Sheets 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. Sheet Revision Numbers** Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the New Jersey Board of Public Utilities. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the New Jersey Board of Public Utilities follows in their Tariff approval process, the most current Sheet number on file with the Board is not always the Tariff Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).
- **D. Check Sheets** When a Tariff filing is made with the New Jersey Board of Public Utilities, 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 arc designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest check Sheet to find out if a particular Sheet is the most current on file with the New Jersey Board of Public Utilities.

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

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier 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, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

Collocation - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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

Company - IDT America, Corp., the issuer of this tariff.

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Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Board - The New Jersey Board of Public Utilities.

Deposit - Refers to a cash equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

Monthly Recurring Charges - The Monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon the duration of the service.

MOU - Minutes of Use.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PBX – Private Branch Exchange.

PIN – Personal Identification Number.

POP – Point of Presence.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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Service - Any means of service offered herein or any combination thereof.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group G (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1+10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed dialing "10XXX" or "101XXXX" with 1+10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation or other entity who orders telecommunications service from IDT. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

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

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Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of New Jersey.

The Company is responsible under this tariff 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.

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- **B.** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- **D.** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Shortage of Equipment or Facilities

- A. 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.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- **D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Terms and Conditions

- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the state of New Jersey regardless of its choice of laws provision.
- G. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. 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.

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2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

- **D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
 - Any act or omission of: (a) the Customer, (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 or warehousemen, except as contracted by the Company;
 - 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 Customer 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 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - .5 Breach in the privacy or security of communications transmitted over the Company's facilities;

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2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

D. (Cont'd.)

- Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Paragraph A of this Subsection 2.1.4.
- .7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- .9 Any noncompletion of calls due to network busy conditions;
- Any calls not actually attempted to be completed during any period that service is unavailable.
- Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- **G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

I. With respect to Emergency Number 911 Service:

- This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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2.1 Undertaking of the Company (Cont'd)

2.1.5 Limitations on Liability (Cont'd)

I. With respect to Emergency Number 911 Service (Cont'd)

.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company (Cont'd)

2.1.7 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer 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.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- **D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.2 Undertaking of the Company (Cont'd)

Provision of Equipment and Equipment (Cont'd)

- The Company shall not be responsible for the installation, operation, or F. maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - the transmission of signals by Customer-provided equipment or for 1. the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

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2.1 Undertaking of the Company (Cont'd)

2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- **B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- **D.** in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- **H.** in advance of its normal construction.

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2.1 Undertaking of the Company, (Cont'd.)

2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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2.2 Prohibited Uses

- 2.2.1 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.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and New Jersey Board of Public Utilities regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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By:

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- **G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- **H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.3 Obligations of the Customer, Cont'd.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.4 Customer Equipment and Channels

2.4.1 General

A User 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 tariff. 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 tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-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 the 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 Customer's expense, subject to prior Customer approval of the equipment expense.

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2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- **B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Board pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. The Company will not separately charge for the New Jersey gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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By:

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2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance in accordance with N.J.A.C. 14:3-7.13. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to New Jersey state law.

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2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

- F. The Customer will be assessed a charge of twenty-five (\$25.00) dollars for each check or other payment submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may refer the dispute to the New Jersey Board of Public Utilities for resolution in accordance with NJAC 14:3-7.13.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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2.5 Payment Arrangements (Cont'd)

2.5.4 Advance Payments

The Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities.

2.5.5 Deposits

The Company does not require Customer deposits.

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2.5 Payment Arrangements (Cont'd)

Discontinuance of Service 2.5.6

- The Company shall, upon reasonable notice, when it can be reasonably Α. given, have the right to suspend or curtail or discontinue service for the following reasons:
 - The Company may discontinue service for nonpayment of bills .1 provided it gives the Customer at least ten (10) days written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the fifteen (15) day payment period. A new notice shall be served by the Company each time it intends to discontinue service for nonpayment of a bill except that no additional notice shall be required when, in response to a notice of discontinuance, payment by check is subsequently dishonored. However, in the case of fraud, illegal use, or when it is clearly indicated that the Customer is preparing to leave, immediate payment of accounts may be required.
 - For the purpose of making permanent or temporary repairs, changes .2 or improvements in any part of its system;
 - For compliance in good faith with any governmental order or .3 directive notwithstanding such order or directive subsequently may be held to be invalid.
 - .4 Nonpayment of a valid bill due for service furnished at a present or previous location. The Customer of record whose name appears on the bill shall be held responsible for Company service rendered. However, nonpayment for business service shall not be a reason for discontinuance of residential service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.16 and service shall not be discontinued for nonpayment of repair charges, merchandise charges, installation of conservation measures and other non-tariff contracted service charges between the Customer and the Company, nor shall notice threatening such disconnection be given.

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2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- A. The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:
 - .5 Tampering with any facility of the Company.
 - .6 Fraudulent representation in relation to the use of service.
 - .7 Customer moving from the premises, unless the Customer requests that service be continued.
 - .8 Providing a utility's service to others without approval of the utility.
 - .9 Failure to make or increase an advance payment or deposit as provided for in this tariff or in accordance with Board rules and regulations.
 - .10 Refusal to contract for service where such contract is required.

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2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- A. The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:
 - .11 Connecting and operating in such manner as to produce disturbing effects on the service of the utility or other Customers.
 - .12 Failure of the Customer to comply with any reasonable standard terms and conditions contained in the Company's tariff.
 - .13 Where the condition of the Customer's installation presents a hazard to life or property.
 - .14 Failure of the Customer to repair any faulty facility of the Customer.
 - .15 For refusal of reasonable access to the Customer's premises for necessary purposes in connection with rendering of service, including the maintenance or removal of the Company's property.
 - A public utility may terminate service for a violation of the terms of its approved tariffs on file with the Board upon giving the Customer at least three (3) days notice of such termination unless otherwise provided for by rules, regulations or orders of the Board, except that in those situations where a hazardous condition prevails the utility may terminate service without notice.

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2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

B. Residential Exception

- 1 The Company shall not discontinue residential service except between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, Sundays or on the day before a holiday or on a holiday absent such emergency. No service shall be discontinued unless the Customer's arrearage is more than \$50.00 or the account is more than 3 months in arrears.
- .2 Service shall not be terminated for nonpayment of bills rendered unless the Company has confirmed that appropriate payment has not been received through the end of the notice period; that payment has not been posted to the Customer's account at the opening of business on the day on which termination may occur.
- .3 If a residential Customer offers payment of the full amount or a reasonable portion of the amount due at the time of termination, a Company representative will accept payment without discontinuance of service and provide the customer with a receipt.
- The Company shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute, provided the undisputed charges are paid and a request is made to the Board for an investigation of the disputed charge. In such cases the Company shall notify the Customer that unless steps are taken to invoke formal or informal Board action within 5 days, service will be discontinued for nonpayment. Once a formal or informal dispute is before the Board, all collection activity on the charge in dispute shall cease. When the Board has determined that a formal or informal dispute has been resolved, the Company will provide at least 7 days written notice before service may be discontinued.

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2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

B. Residential Exception (Cont'd)

- Discontinuance of residential service for nonpayment is prohibited if .5 a medical emergency exists within the premises which would be aggravated by a discontinuance of service and the Customer gives reasonable proof of inability to pay. Discontinuance will not occur for a period of up to 2 months when a Customer submits a physician's statement, in writing, to the Company as to the existence of the emergency, its nature and probably duration, and that termination of service will aggravate the medical emergency. Recertification by the physician as to a continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the end of such period of emergency, the Customer shall still remain liable for payment of services rendered subject to the provisions of N.J.A.C. 14:3-7-13. During the period of medical emergency the Customer shall pay telephone tolls which are in excess of the average bills of the six months preceding the first 30 day period.
- .6 The Company will make good fair efforts to determine which of its residential Customers are over 65 years of age, and shall make good faith efforts to notify such Customers of discontinuance of service by telephone in addition to notice by regular mail.

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2.5 Payment Arrangements (Cont'd)

2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

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2.5 Payment Arrangements (Cont'd)

2.5.7 Cancellation of Application for Service (Cont'd)

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **D.** The special charges described in Sections 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

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2.5 Payment Arrangements (Cont'd)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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2.6 Allowances for Interruption in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- **B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.1 Credit for Interruptions, (Cont'd.)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.2 Limitations of Allowances (Cont'd)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- **B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.4 Application of Credits for Interruptions in Service (Cont'd)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes 30 minutes up to but not	None
including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- **D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2.11 Notices and Communications

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.12 Miscellaneous Provisions

2.13.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.13.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Board rules shall be kept on file in the office of the Company as required under Board rules.

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2.13 Customer Responsibility

A. Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.14 Toll-Free Services

- 2.14.1 The Company will make every effort to reserve toll free (i.e., 800/888) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for us by another Customer.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability and equipment, in areas currently served by the following incumbent LEC: Bell Atlantic - NJ

EXCHANGE AREA LISTINGS

Exchange Area	Exchange Areas Included in Local Service Area				
! ALLENTOWN	! Allentown	! Hightstown	! Mercerville	! New Egypt	
# ASHBURY PARK	# Ashbury Park # Long Branch	# Belmar # Spring Lake	# Deal	# Eatontown	
! ATLANTIC CITY	! Atlantic City	! Brigantine	l Ocean City	! Pleasantville	! Somers Point
# ATLANTIC HIGHLANDS	# Atlantic Highlan # Red Bank	ds# Keansburg	# Keyport	# Long Branch	# Middletown
! AVALON	! Avalon ! Cape May Ct. Hs	! Dennisville . ! Ocean City	! Sea Isle City	! Wildwood	
! BARNEGAT	! Barnegat	! Beach Haven	# Toms River	! Tuckerton	
BAYONNE	Bayonne @ Elizabeth	Jersey City	Newark	Union City	
! BEACH HAVEN	! Barnegat ! Beach Haven	! Brigantine	! Pleasantville	! Tuckerton	
! BEAVER BROOK	! Beaver Brook ! Blackwood ! Camden	! Collingswood ! Gloucester ! Haddonfield	! Haddon Heights ! Laurel Springs ! Merchantville	! Wenonah ! Woodbury	
+ BELLEVILLE	+ Belleville + Bloomfield Kearny	+ Newark + Nutley + Orange	+ Passaic + Paterson	Rutherford + Verona	
# BELMAR	# Ashbury Park # Belmar	# Deal # Farmingdale	# Long Branch # Manasquan	# Spring Lake	
Indicates 600 Area Indicates 201 Area					

[!] Indicates 609 Area Indicates 201 Area

NOTE 1: All NXX's are 908 except 425 which is 973.

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[@] Indicates 908 Area + Indicates 973 Area

[#] Indicates 732 Area Ø Indicates Independent Company

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Are	as Included in Loc	al Service Area	
! BERLIN	! Berlin! ! Haddonfield	!Hammonton ! Laurel Springs	! Marlton ! Medford	! Vincentown
! BLACKWOOD	! Beaver Brook ! Blackwood ! Glassboro	! Gloucester ! Haddon Heighte ! Laurel Springs	! Pitman s ! Wenonah	! Williamstown ! Woodbury
+ BLOOMFIELD	+ Belleville + Bloomfield + Caldwell Kearney	+ Little Falls + Livingston + Newark + Nutley	+ Orange + Passaic + Paterson	Rutherford + South Orange + Verona
@ BERNARDSVILLE	@ Bernardsville + Mendham	@ Millington + Morristown	+ Mount Freedom	@ Peapack
+ BOONTON	+ Boonton + Butler	+ Caldwell + Morristown	+ Rockaway	+ Whippany
! BORDENTOWN	! Bordentown ! Burlington	! Ewing ! Florence	! Fort Dix ! Mercerville	! New Egypt ! Trenton
# BOUND BROOK	# Bound Brook # Dunellen	# East Millstone @ Millington	# New Brunswick @ Plainfield	@ Somersville
! BRIDGETON	! Bridgeton ! Cedarville	! Elmer ! Millville	! Port Norris	! Vineland
! BRIGANTINE	! Atlantic City ! Beach Haven	! Brigantine ! Ocean City	! Pleasantville ! Somers Point	! Tuckerton
@ BURLINGTON	! Bordentown ! Burlington	! Florence	! Mount Holly	! Riverside
+ BUTLER	+ Boonton + Butler	+ Newfoundland	Oakland	+ Pompton Lakes
+ CALDWELL	+ Bloomfield + Boonton + Caldwell	+ Little Falls + Livingston + Mountain View	+ Orange + Rockaway	+ Verona + Whippany

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
! CAMDEN	! Beaver Brooke ! Camden! ! Collingswood	! Gloucester ! Haddonfield	! Haddon Heights Moorestown	! Merchantville ! Riverton
! CAPE MAY	! Avalon .	! Dennisville	I Sea Isle City	! Wildwood
COURTHOUSE	! Cap May Ct. Hs!	Ocean City		
# CATERET	# Carteret @ Cranford @ Elizabeth	@ Linden # Metuchen # Perth Amboy	# Rahway @ Roselle	# South Amboy # Woodbridge
! CEDERVILLE	! Bridgeton ! Cederaville	! Millville	! Point Norris	! Vineland
СНАТНАМ	Chatham Livingston	Madison Millburn	South Orange @ Summit	Whippany
CLIFFSIDE	Cliffside Hasbrouck Hts. Union City	Dumont Leonia	Englewood Rutherford	Hackensack Teaneck
CLOSTER	Closter Oradell	Dumont Park Ridge	Englewood Teaneck	Leonia Westwood
! COLLINGSWOO	DD! Beaver Brook! Haddonfield! Merchantville	! Camden ! Haddon Heights	! Collingswood ! Laurel Springs	! Gloucester ! Marlton
CRAGMERE	Cragmere Suffern, N.Y.	+ Erskine Lakes Wyckoff	Ramsey	Ridgewood
! CRANBURY	! Cranbury # Jamesburg ! Princeton	# @Englishtown # Monmouth	# @Franklin Park Junction	! Hightstown ! Plainsboro
@ CRANFORD	# Carteret @ Linden + South Orange	@ Cranford + Millburn @ Summit	@ Elizabeth# Rahway@ Unionville	@ Fanwood@ Roselle@ Westfield
# DEAL	# Asbury Park # Long Branch	# Belmar # Red Bank	# Deal # Spring Lake	# Eatontown

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Newark, New Jersey 07102-3111

3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Area Exchange Areas Included in Local Service Area			
! DENNISVILLE	! Avalon ! Sea Isle City	! Cape May Ct. ! Tuckahoe	! Dennisville ! Wildwood	! Port Norris
+ DOVER	+ Dover + Netcong	+ Hopatcong + Rockaway	+ Morristown + Succasunna	+ Mount Freedom
DUMONT	Cliffside Fair Lawn Park Ridge	Closter Hackensack Teaneck	Dumont Lconia Westwood	Englewood Oradell
# DUNELLEN	# Bound Brook @ Millington	# Dunellen # New Brunswick	# East Millstone @ Plainfield	@ Fanwood @ Somerville
# EAST MILLSTO	NE @ Belle Meade # Franklin Park # New Brunswick	# Bound Brook # Monmouth @ Somerville	# Dunellen Junction	# East Millstone @ Neshanic
# EATONTOWN	# Ashbury Park # Freehold	# Deal # Long Branch	# Eatontown # Middletown	# Farmingdale # Red Bank
! EGG HARBOR	! Egg Harbor	! Hammonton	! Mays Landing	! Pleasantville
@ ELIZABETH	Bayonne @ Linden @ Roselle	# Carteret + Newark + South Orange	@ Cranford+ Orange@ Unionville	@ Elizabeth# Rahway@ Westfield
! ELMER	! Bridgeton	! Elmer	! Franklinville	! Vineland
ENGLEWOOD	Cliffside Fair Lawn Oradell	Closter Hackensack Teameck	Dumont Hasbrouck Hts.	Englewood Leonia
# ENGLISHTOWN	N! Cranbury # Jamesburg	# Englishtown # Matawan	# Freehold # South River	! Hightstown
+ ERSKINE LAKE	ES Cragmere Ramsey	+ Erskine Lakes + West Milford	Oakland	+ Pompton Lakes
! EWING	! Bordentown Morristown, PA Yardley, PA	! Ewing ! Pennington	! Lawrenceville ! Princeton	! Mercerville ! Trenton

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas	Exchange Areas Included in Local Service Area				
FAIR LAWN	Dumont Hasbrouck Hts. + Paterson	Englewood Hawthorne Ridgewood	Fair Lawn Oradell Teaneck	Hackensack + Passaic		
@ FANWOOD	@ Cranford@ Plainfield@ Westfield	# Dunellen # Rahway	@ Fanwood @Roselle	+ Milburn @ Summit		
# FARMINGDAL	E # Belmar # Lakewood	# Eatontown # Spring Lake	# Farmingdale	# Freehold		
! FLORENCE	! Bordentown ! Mount Holly	! Burlington ! Riverside	! Florence	! Fort Dix		
! FORT DIX	! Bordentown ! New Egypt	! Florence ! Pemberton	! Fort Dix ! Vincentown	! Mount Holly		
# FRANKLIN PAI	RK! Cranbury Junction # South River	# East Millstone # New Brunswick	# Franklin Park ! Plainsboro	# Monmouth ! Princeton		
# FREEHOLD	# Eatontown # Holmdel	Englishtown # Lakewood	# Farmingdale # Matawan	# Freehold		
! GLASSBORO	! Blackwood ! Haddonfield ! Paulsboro	! Camden ! Haddon Heights ! Wenonah	! Collingswood ! Laurel Springs ! Woodbury	! Gloucester ! Merchantville		
HACKENSACK	Cliffside Hackensack Passaic Union City	Dumont Hasbrouck Hts. Ridgewood Westwood	Englewood Leonia Rutherford	Fair Lawn Oradell Teaneck		
@ HACKETTSTOWN @ Great Mead + Netcong		ows @ Washington	@ Hackettstown	@ Long Valley Ø		
! HADDONFIELD	! Beaver Brook ! Gloucester ! Marlton	! Berlin ! Haddonfield ! Merchantville	! Camden ! Haddon Heights ! Moorestown	! Collingswood ! Laurel Springs		

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas	Exchange Areas Included in Local Service Area				
! HADDON HEIO	GHTS! Beaver Broo ! Gloucester ! Merchantville	k! Blackwood ! Haddonfield ! Woodbury	! Camden ! Haddon Heights	! Collingswood ! Laurel Springs		
! HAMMONTON	! Berlin ! Milmay	! Egg Harbor ! Williamstown	! Hammonton	! Mays Landing		
HASBROUCK H	TS. Cliffside Hasbrouck Hts. Rutherford	Englewood Leonia Teaneck	Fair Lawn + Nutley	Hackensack + Passaic		
+ HAWTHORNE	Fairlawn Oradell Ridgewood	+ Hawthorne + Passaic Wyckoff	+ Little Falls + Paterson	+ Mountain View Ramsey		
! HIGHSTOWN	! Allentown ! Mercerville	! Cranbury ! Plainsboro	# Englishtown	! Hightstown		
# HOLMDEL	# Freehold # Middletown	# Holmdel # Red Bank	# Keyport	# Matawan		
+ HOPATCONG	+ Dover + Newfoundland	+ Hopatcong + Rockaway	+ Mount Freedom + Succasunna	+ Netcong		
! HOPEWELL	@ Belle Mead Ø @ Neshanic	! Hopewell ! Pennington	! Lambertville ! Princeton	! Lawrenceville		
# JAMESBURG	! Cranbury ! Plainboro	# Englishtown # South River	# Jamesburg	# Monmouth Junction		
JERSEY CITY	Bayonne Union City	Jersey City	Kearny	+ Newark		
# KEANSBURG	# Atlantic Highland # Middletown	s #Keansburg # Red Bank	# Keyport	# Matawan		
KEARNEY		+ Bloomfield + Nutley	Jersey City + Orange	Kearney Rutherford		
# KEYPORT	# Atlantic Highland # Matawan	s # Holmdel # Middletown	# Keansburg # Perth Amboy	# Keyport # South Amboy		

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
# LAKEHURST	# Lakehurst	# Lakewood	# Toms River	
# LAKEWOOD	# Farmingdale # Point Pleasant	# Freehold # Toms River	# Lakehurst	# Lakewood
! LAMBERTVILL	E! Hopewell	! Lambertville	New Hope, PA	! Pennington
! LAUREL SPRIN	IGS! Beaver Brook! Gloucester	! Berlin ! Haddonfield	! Blackwood ! Haddon Hts.	! Collingswood ! Laurel Springs
! LAWRENCEVII	LLE! Ewing! Pennington	! Hopewell ! Plainsboro	! Lawrenceville ! Princeton	! Mercerville ! Trenton
LEONIA	Cliffside Hackensack	Closter Hasbrouck Hts.	Dumont Leonia	Englewood Teaneck
@ LINDEN	# Carteret # Rahway # Woodbridge	@ Cranford@ Roselle	@ Elizabeth@ Unionville	@ Linden @ Westfield
+ LITTLE FALLS	+ Bloomfield + Mountain View + Paterson	+ Caldwell + Nutley + Verona	+ Hawthorne + Orange	+ Little Falls + Passaic
+ LIVINGSTON	+ Bloomfield + Madison + S. Orange	+ Caldwell + Millburn @ Summit	+ Chatham + Newark + Verona	+ Livingston + Orange + Whippany
# LONG BRANCH	f # Ashbury Park # Deal # Spring Lake	# Atlantic Highland # Eatontown	ds # Long Branch	# Belmar # Red Bank
+ MADISON	+ Chatham + Morristown	+ Livingston + So. Orange	+ Madison @ Summit	+ Millburn +Whippany
# MANASQUAN	# Belmar	# Manasquan	# Mt. Pleasant	# Spring Lake
MARLTON	Berlin Medford	Collingswood Moorestown	Haddonfield Vincentown	Marlton

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Exchange Service Areas (Cont'd) 3.1

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas	Included in Loca	l Service Area	
# MATAWAN	# Englishtown #Keyport # So. Amboy	#Freehold # Matawan # So. River	# Holmdel # Middletown	# Keansburg # Perth Amboy
! MAYS LANDIN	IG! Egg Harbor! Pleansantville	! Hammonton ! Tuckahoe	! Mays Landing	! Milmay
! MEDFORD	! Berlin ! Mount Holly	! Marlton ! Pemberton	! Medford ! Vincentown	! Moorestown
+ MENDHAM	@ Bernardsville + Mount Freedom	@ Chester @ Peapack	+ Mendhan + Succasunna	+Morristown
! MERCERVILLE	! Allentown ! Lawrenceville	! Bordentown ! Mercerville	! Ewing ! Plainsboro	! Hightstown ! Trenton
! MERCHANTVII	LE! Beaver Brook! Haddonfield! Riverside	! Camden ! Haddon Heights ! Riverton	! Collingswood ! Merchantville	! Gloucester ! Moorestown
# METUCHEN	# Carteret @ Plainfield	#Metuchen #Rahway	# New Brunswick # So. Amboy	#Perth Amboy #Woodbridge
# MIDDLETOWN	# Atlantic Highland # Keyport	ds #Eatontown #Matawan	# Holmdel # Middletown	#Keansburg # Red Bank
@ MILFORD	@ Bloomsbury @ Phillipsburg	ØFernsdale, PA Riegelsville, PA.	@ Frenchtown Springtown, PA	@Milford Upper Blk. Eddy, PA
+ MILLBURN	+ Chatham + Madison @ Roselle @ Westfield	@Cranfoard+ Millburn+ So. Orange	@Fanwood + Newark @ Summit	+ Livingston + Orange @ Unionville
@ MILLINGTON	@ Bernardsville @ Plainfield	# Bound Brook @ Somerville	# Dunellen @ Summit	@Millington
! MILLVILLE	! Bridgeton ! Tuckahoe	! Cedarville ! Vineland	! Millville	! Milmay
! MILMAY		! Mays Landing ! Tuckahoe	4 Millville 4 Vineland	! Milmay
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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas	Included in Local	Service Area	
# MONMOUTH JUCTION	Cranbury # Monmouth June	# East Millstone tion	# Franklin Park Plainsboro	# Jamesburg ! Princeton
! MOORESTOWN	! Camden ! Merchantville ! Riverton	! Haddonfield ! Moorestown	! Marlton ! Mount Holly	! Medford ! Riverside
+ MORRISTOWN	@ Bernardsville+ Mendham+Whippany	+ Boonton + Morristown	+ Dover + Mount Freedom	+ Madison + Rockaway
+ MOUNTAIN VI	EW + Caldwell Oakland + Verona	+Hawthorne + Passaic Wyckoff	+ Little Falls + Paterson	+ Mountain View + Pompton Lakes
+ MOUNT FREED	OM @Bernardsvill + Morristown + Succasunna	e + Dover + Mount Freedom	+ Hopatcong +Netcong	+ Mendham + Rockaway
! MOUNT HOLLY	! Burlington ! Moorestown	! Florence ! Mount Holly	! Fort Dix ! Pemberton	! Medford ! Vincentown
! MULLICA HILL	! Glassboro ! Pitman ! Woodbury	! Mullica Hill ! Salem ! Woodstown	! Paulsboro ! Swedesboro	! Penns Grove ! Wenoah
@ NESHANIC	@ Belle Mead @ Somerville	+ East Millstone	! Hopewell	@ Neshanic
+ NETCONG	+ Dover + Netcong	Hackettstown + Succassunna	+ Hoptacong	+Mount Freedom
	Bayonne Jersey City + Newark @ Unionville	+ Belleville Kearney + Nutley +Verona	+Bloomfield +Livingston + Orange	@Elizabeth+ Millburn+ So. Orange
# NEW BRUNSWI	CK # Bound Brook # Metuchen	#Dunellen # New Brunswick	# East Millstone @ Somerville	#Franklin Park + South River
	! Allentown ! Pemberton	! Bordentown	! Fort Dix	! New Egypt

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area Exchange Areas Included in Local Service Area

+ NEWFOUNDLAND	+ Butler	+ Hopatcong	+ Newfoundland	
			+ Newtoundland	+ West Milford
+ NUTLEY	+ Belleville + Little Falls +Passaic	+Bloomfield +Newark +Paterson	+Hasbrouck Hts. + Nutley Rutherford	Kearny + Orange +Verona
OAKLAND	+ Butler + Pompton Lakes	+ Erskine Lakes Ramsey	+ Mountain View Wyckoff	Oakland
! OCEAN CITY	! Atlantic City ! Ocean City ! Tuckahoe	! Avalon ! Pleasantville ! Wildwood	! Brigantine ! Sea Isle City	! Cape May Ct. Hs. ! Somers Point
ORADELL	Closter Hackensack Ridgewood	Dumont Hawthorne Teaneck	Englewood Oradell Westwood	Fair Lawn Park Ridge
+ ORANGE	+ Belleville Kearny + Newark @Unionville	+Bloomfield + Little Falls + Nutley + Verona	+Caldwell +Livingston +Orange	@ Elizabeth+ Millburn+ So. Orange
PARK RIDGE	Closter Ramsey	Dumont Ridgewood	Oradell Westwood	Park Ridge
+ PASSAIC	+ Belleville Hasbrouck Hts. +Nutley	+Bloomfield + Hawthrone + Passaic	Fair Lawn + Little Falls +Paterson	Hackensack +Mountain View Rutherford
+ PATERSON	+ Belleville + Little Falls + Paterson	+Bloomfield + Mountain View Ridgewood	Fair Lawn + Nutley	+ Hawthorne + Passaic
! PAULSBORO	! Gloucester ! Swedesboro	! Mullica Hill ! Wenonah	! Paulsboro ! Woodbury	! Penns Grove ! Woodstown
@ PEAPACK	@ Bernardsville @ Peapack	@ Chester @ Somerville	Ø+ Mendham + Succasunna	@Oldwick
! PEMBERTON	! Fort Dix ! Pemberton	! Medford ! Vincentown	! Mount Holly	! New Egypt

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas	Included in Loca	l Service Area	
! PENNINGTON	! Ewing ! Pennington	! Hopewell ! Princeton	! Lambertville	! Lawrenceville
! PENNS GROVE	! Mullica Hill ! Swcdcsboro	! Paulsboro ! Woodbury	! Penns Grove ! Woodstown	! Salem
# PERTH AMBOY	/ # Carteret # Perth Amboy	# Keyport # Rahway	# Matawan# # So. Amboy	Metuchen # Woodbridge
@ PHILLIPSBUR	G @ Bloomsbury Riegelsville, PA	Easton, PA @ Washington	@ Milford	@ Phillipsburg
PITMAN	Blackwood Pitman Woodbury	Franklinville Swedesboro Woodstown	Glassboro Wenonah	Mullica Hill Williamstown
# PLAINFIELD	# Bound Brook @ Millington	#Dunellen @ Plainfield	@ Fanwood # Rahway	#Metuchen @ Westfield
! PLAINSBORO	! Cranbury ! Lawrenceville ! Plainsboro	+ Franklin Park ! Mercerville ! Princeton	! Hightstown # Monmouth	# Jamesburg Junction
! PLEASANTVILL	E! Atlantic City! Mays Landing! Tuckerton	! Beach Haven ! Ocean City	! Brigantine ! Plesantville	! Egg Harbor ! Somers Point
# POINT PLEASA	NT # Lakewood # Spring Lake	# Manasquan # Toms River	# Point Pleasant	# Seaside Park
+ POMPTON LAK	ES + Butler + Pompton Lakes	+ Erskine Lakes + West Milford	+ Mountain View	Oakland
! PORT NORRIS	! Bridgeton ! Port Norris	! Cedarville ! Vineland	! Dennisville	! Millville
	@ Belle Mead ! Hopewell ! Pennington	! Cranbury ! Lawrenceville ! Plainsboro	! Ewing # Monmouth Juncti ! Princeton	# Franklin Park ion

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Exchange Service Areas (Cont'd) 3.1

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	# Carteret @ Linden # Rahway	@ Cranford# Metuchen@ Roselle	@ Elizabeth # Perth Amboy @Westfield	@ Fanwood @Plainfield #Woodbridge
# RAMSEY	Cragmere Park Ridge Wyckoff	+ Erskine Lakes Ramsey	+ Hawthorne Ridgewood	Oakland Westwood
# RED BANK	# Atlantic Highland # Keansburg	is #Deal # Long Branch	# Eatontown # Middletown	Holmdel # Red Bank
RIDGEWOOD	Cragmere Oradell Ridgewood	Fair Lawn Park Ridge Westwood	Hackensack +Paterson Wyckoff	+Hawthorne Ramsey
! RIVERSIDE	! Burlington ! Riverside	! Florence ! Riverton	! Merchantville	! Moorestown
! RIVERTON	! Camden ! Riverton	! Merchantville	! Moorestown	! Riverside
+ ROCKAWAY	+ Boonton +Morristown +Whippany	+Caldwell + Mount Freedom	+ Dover + Rockaway	+ Hopatcong + Succasunna
@ ROSELLE	# Carteret @Linden +So. Orange	@Cranford+ Millburn@ Summit	@ Elizabeth # Rahway @Unionville	@ Fanwood@ Roselle@Westfield
RUTHERFORD	+ Belleville Hasbrouck Hts. Rutherford	+Bloomfield Kearny Union City	Cliffside + Nutley	Hackensack + Passaic
! SALEM	! Mullica Hill ! Woodstown	! Penns Grove	! Salem	! Swedesboro
! SEA ISLE CITY	! Avalon ! Sea Isle City	! Cape May Ct. Hs ! Wildwood	.! Dennisville	! Ocean City
# SEASIDE PARI	# Point Pleasant	# Seaside Park	# Toms River	

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area				
! SOMERS POIN	Γ! Atlantic City ! Somers Point	! Brigantine ! Tuckahoe	! Ocean City	! Pleasantville	
@ SOMERVILLE	# Bound Brook @ Neshanic	#Dunellen # New Brunswick	# East Millstone @ Peapack	@Millington @Somerville	
# SOUTH AMBO	Y # Carteret # Perth Amboy	# Keyport #South Amboy	# Matawan # South River	#Metuchen #Woodbridge	
+ SOUTH ORANG	GE + Bloomfield + Livingston + Orange @Unionville	+Chatham +Madison @ Roselle @Westfield	@Cranford+ Millburn+So. Orange	@ Elizabeth+Newark@ Summit	
# SOUTH RIVER	# Englishtown # New Brunswick	#Franklin Park #South Amboy	# Jamesburg # South River	#Matawan	
# SPRING LAKE	# Asbury Park # Long Branch	#Belmar #Manasquan	# Deal # Point Pleasant	# Farmingdale #Spring Lake	
@ STROUDSBUR	RG @ Blairstown Stroudsburg,PA	ØBushkill, PA	@ Columbia	@ Stroudsbrug	
+ SUCCASUNNA	@ Chester+ Mount Freedom+Succasunna	+Dover + Netcong	+ Hopatcong @ Peapack	+ Mendham + Rockaway	
@ SUMMIT	+ Chatham +Madison + So. Orange	@Cranford+ Millburn@ Summit	@ Fanwood @ Millington @Unionville	+ Livingston @Roselle @Westfield	
! SWEDESBORO	! Mullica Hill ! Salem ! Woodstown	! Paulsboro ! Swedesboro	! Penns Grove ! Wenonah	! Pitman ! Woodbury	
TEANECK	Cliffside Fair Lawn Oradell	Closter Hackensack Teaneck	Dumont Hasbrouck Hts.	Englewood Leonia	
# TOMS RIVER	Barnegat # Seaside Park	# Lakehurst # Toms River	# Lakewood	# Point Pleasant	

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3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area				
! TRENTON	! Bordentown ! Morrisville, PA	! Ewing ! Trenton	! Lawrenceville ! Yardley, PA	! Mercerville	
! TUCKAHOE	! Dennisville ! Ocean City	! Mays Landing ! Somers Point	! Millville ! Tuckahoe	! Milmay	
! TUCKERTON	! Barnegat ! Tuckerton	! Brigantine	! Beach Haven	! Pleansantivlle	
UNION CITY	Bayonne Kearny	Cliffside Rutherford	Hackensack Union City	Jersey City	
@ UNIONVILLE	@ Cranford+Newark@ Summit	@Elizabeth+ Orange@ Unionville	@ Linden @ Roselle @Westfield	+ Millburn + So. Orange	
+ VERONA	+ Belleville +Livingston +Orange	+Bloomfield +Mountain View + Verona	+ Caldwell + Newark + Whippany	+ Little Falls + Nutley	
! VINCENTOWN	4 Berlin ! Mount Holly	! Fort Dix ! Pemberton	4 Marlton ! Vincetown	! Medford	
! VINELAND	! Bridgeton ! Millville	! Cedarville ! Milmay	! Elmer ! Port Norris	! Franklinville ! Vineland	
@ WASHINGTO!	N @ Hackettstown @ Washington	@Hampton	@ Oxford	@ Phillipsburg	
! WENONAH	! Beaver Brook ! Mullica Hill ! Wenonah	! Blackwood ! Paulsboro ! Woodbury	! Glassboro ! Pitman ! Woodstown	! Gloucester ! Swedesboro	
@ WESTFIELD	@ Cranford +Millburn +So. Orange	@Elizabeth @ Plainfield @ Summit	@ Fanwood # Rahway @Unionville	@ Linden @ Roselle @Westfield	
+ WEST MILFOR	RD + Erskine Lakes + West Milford	+Newfoundland	+ Pompton Lakes	+ Upper Greenwood Lake	
WESTWOOD	Closter Park Ridge	Dumont Ramsey	Hackensack Ridgewood	Oradell Westwood	
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By:		Carl WalfDil	lalr Aggariate	Conoral Council	

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IDT America, Corp. 520 Broad Street

Newark, New Jersey 07102-3111

3.1 Exchange Service Areas (Cont'd)

EXCHANGE AREA LISTINGS (Cont'd)

Exchange Area	Exchange Areas Included in Local Service Area			
+ WHIPPANY	+ Boonton +Madison + Whippany	+Caldwell + Morristown	+ Chatham +Rockaway	+ Livingston + Verona
WILDWOOD	Avalon Sea Isle City	Cape May Ct. Hs Wildwood	Dennisville	Occan City
WILLIAMSTOWN	N Blackwood Pitman	Franklinville Williamstown	Glassboro	Hammonton
# WOODBRIDGE	# Carteret # Rahway	@ Linden # South Amboy	# Metuchen # Woodbridge	# Perth Amboy
! WOODBURY	! Beaver Brook ! Mullica Hill ! Swedesboro	! Blackwood ! Paulsboro ! Wenonah	! Gloucester ! Penns Grove ! Woodbury	! Haddon Heights ! Pitman
! WOODSTOWN	! Glassboro ! Pitman ! Woodstown	! Mullica Hill ! Salem	! Paulsboro ! Swedesboro	! Penns Grove ! Wenonah
WYCKOFF	Cragmere+ Ramsey	Hawthorne Ridgewood	+ Mountain View Wyckoff	Oakland

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4.1 Call Timing for Usage Sensitive Calls

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

4.4 Service Availability

Tariffed services are presently available in the local exchange service areas of the following incumbent local exchange carriers: Verizon New Jersey, Inc.

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(N)

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(T)

SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.5 Network Exchange Bundled Service

4.5.1 General

The Company offers local exchange only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll), and selected custom calling features. Voice mail and optional Internet access may be available with some packages at an additional price. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

IDT provides its Network Exchange Bundled Service via the use of the unbundled network elements ("UNEs") of the incumbent local exchange carrier(s) ("ILEC"). The rates for UNEs may vary depending on the ILEC and the UNE "zone" that a particular consumer is located within. These UNE zones (or similarly named designation) are on file with the Commission by the ILEC. Accordingly, IDT may charge different rates for the same service plan depending on which ILEC's UNE zone its consumer is located within. Where IDT offers the same plan at different rates depending on the UNE zone, it shall so designate the distinction in this Tariff. IDT concurs in the UNE zones of the ILEC presently on file with the Commission and in any subsequent modifications.

Unless specifically noted otherwise, IDT's service is residential service to be used primarily for voice service. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, the Customer's service will be assessed a \$50.00 monthly recurring data usage charge or be disconnected. For the purpose of this service plan, Customer's use of more than 4,000 minutes per month for non-voice applications including, but not limited to Internet access, shall cause the data usage charge to be imposed.

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¹ Voice mail, Internet access and Interstate service are not regulated by the Board.

SECTION 4 – BASIC SERVICES AND RATES (Cont'd)

4.5 Network Exchange Bundled Service (Cont'd)

4.5.1 General (Cont'd)

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial residential local exchange access line per account.

B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line.

(D)

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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4.5 Network Exchange Service, (Cont'd.)

4.5.2 Optional Calling Features

The features in this section may be purchased by the subscriber, subject to (C) availability.

Anonymous Call Rejection (ACR) - Anonymous Call Rejection (ACR) allows a customer to reject calls from callers who have blocked the display of their telephone numbers from a Caller ID device. ACR discourages anonymous calls, since callers must allow their numbers to be displayed in order to reach you.

When a customer activates Anonymous Call Rejection, callers who have blocked the display of their numbers will hear an announcement telling them that the Customer are not accepting blocked calls. They will be instructed to hang up, unblock their number and dial again if they wish to reach you.

A customer will hear a confirmation announcement whenever the Customer activate or deactivate the Anonymous Call Rejection feature.

Call Block - Provides ability to block up to a certain number of calls (telephone numbers) from reaching the subscriber.

Call Forwarding Variable - Call Forwarding Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

(C)

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4.5 Network Exchange Service, (Cont'd.)

4.5.2 Optional Calling Features (Cont'd)

Call Return - Call return stores the number of the most recent incoming call (including unanswered calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

Call Trace – allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers.

Call Waiting Deluxe – provides the Customer with Call Waiting, Caller Id and Call Waiting Id.

Caller ID - allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID with Name - allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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(C)

4.5 Network Exchange Service, (Cont'd.)

4.5.2 Optional Calling Features, (Cont'd.)

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

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(C)

(C)

4.5 Network Exchange Service, (Cont'd.)

4.5.2 Optional Calling Features, (Cont'd.)

Deny Call Trace - Prevents the use of the Call Trace (*57) per use feature for Trap and Trace.

(C)

(C)

Deny Repeat Call - Prevents the use of the Repeat Call (*66) per use feature.

Deny Return Call- Prevents the use of the Return Call (*69) per use feature.

Line Blocking - - Available via per use (*67) or monthly subscription; prevents name and phone number from appearing on another person's caller ID.

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4.5 Network Exchange Service, (Cont'd.)

4.5.2 Optional Calling Features, (Cont'd.)

Repeat Dialing (*66) - automatically redials the last telephone number the Customer dialed in the Customer's local calling area. The system will keep retrying the number attempting to make the connection if the line is busy.

Speed Dialing (8) - This feature allows a user to dial selected numbers using one digits. Up to eight telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Speed Dialing (30) - This feature allows a user to dial selected numbers using two digits. Up to thirty telephone numbers can be selected. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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4.5 Network Exchange Service, (Cont'd.)

4.5.3 Optional Calling Features - Rates

Feature	Monthly Rate	
Anonymous Call Rejection	\$2.95	(C)
Call Block	\$2.95	()
Call Forwarding Variable	\$1.95	
Call Return (*69)	\$2.95	
Call Return (*69)(Per Use)	\$0.75*	
Call Trace	\$1.00	
(when used with Call Trap & Trace Procedures)		ļ
Call Waiting	\$4.95	
Call Waiting Deluxe	\$5.95	
Caller ID	\$4.95	
Caller ID with Name	\$5.95	
Deny Call Trace	N/A	
Deny Repeat Call	N/A	
Deny Return Call	N/A	
Line Blocking (*67)	N/A	
Repeat Dialing (*66)	\$1.95	
Repeat Dialing (*66) (Per Use)	\$0.75*	
Speed Dial - 8	\$1.95	
Speed Dial - 30	\$2.95	
Three Way Calling	\$1.95	
Three Way Calling (Per Use)	\$0.75*	(C)

^{*}Nonrecurring charge

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Network Exchange Service, (Cont'd.) 4.5

Optional Calling Features - Rates

Feature	Monthly Rate	
Anonymous Call Rejection	\$2.95	(C)
Call Block	\$2.95	(C)
Call Forwarding Variable	\$1.95	
Call Return (*69)	\$2.95	
Call Return (*69)(Per Use)	\$0.75*	
Call Trace	\$1.00	
(when used with Call Trap & Trace Procedures)	7 2.00	
Call Waiting	\$4.95	
Call Waiting Deluxe	\$5.95	
Caller ID	\$4.95	
Caller ID with Name	\$5.95	
Deny Call Trace	N/A	
Deny Repeat Call	N/A	
Deny Return Call	N/A	
Line Blocking (*67)	N/A	
Repeat Dialing (*66)	\$1.95	
Repeat Dialing (*66) (Per Use)	\$0.75*	
Speed Dial - 8	\$1.95	
Speed Dial - 30	\$2.95	
Three Way Calling	\$1.95	
Three Way Calling (Per Use)	\$0.75*	(C)

^{*}Nonrecurring charge

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4.5 Network Exchange Service, Cont'd.

4.5.4	IDT America Unlimited Service Plan		(T)
	Package Price for IDT America Unlimited Service Plan Primary Line, per month Secondary Line, per month	\$39.95 \$39.95	(T) (R)
	Service Connection Fee, one time charge per line# Primary Line Secondary Line	\$69.00 \$55.00	(R)

(D)

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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4.5 Network Exchange Service, Cont'd.

4.5.4 IDT America Unlimited Service Plan (Cont'd) (T) IDT America Unlimited Service Plan includes the following: (T) 1. Local Line and unlimited direct-dialed Local Exchange calling. 2. Unlimited direct-dialed Toll Calling within the Continental US.² (C) Custom Calling Features Package: Caller ID with Name, Call Waiting, (T) 3. Speed Dial (8), Call Waiting with Caller ID and Name and Anonymous Call Rejection. An optional calling card with a rate of \$0.059 per minute for intrastate calls (R) 4. and \$0.05 per minute for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan. 5. (D) Additional calling features may be purchased on an a la carte basis, where (N) 6. available.

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² All interstate toll calls to Hawaii and Alaska under this plan are \$0.162 and \$0.149, respectively.

4.5 Network Exchange Service, Cont'd.

4.5.5	IDT America Choice Service Plan		(T)
	Package Price for IDT America Choice Service Plan Primary Line, per month Secondary Line, per month Service Connection Fee, one time charge per line#	\$28.95 \$28.95	(T)
	Primary Line Secondary Line	\$69.00 \$55.00	(R)



Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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4.5 Network Exchange Service, Cont'd.

4.5.5 IDT America Choice Service Plan (Cont'd) (T) IDT America Choice Service Plan includes the following: (T) 1. Local Line and unlimited direct-dialed Local Exchange calling. 2. Direct-dialed intrastate toll calls for \$0.059 per minute. 3. Customer has the option to pay an additional \$5.00 per line per month to receive unlimited direct-dialed intrastate intraLATA toll calls and \$0.059 per minute for direct-dialed intrastate interLATA toll calls. 4. Custom Calling Features Package: Caller ID with Name, Call Waiting, Call (T) Waiting with Caller ID and Name and Anonymous Call Rejection. 5. An optional calling card with a rate of \$0.059 per minute for intrastate calls (R) and \$0.05 per minute for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.

6.

7. Additional calling features may be purchased on an a la carte basis, where available.

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4.5 Network Exchange Service, Cont'd.

4.5.6 IDT America Additional Line Service Plan

(N)

Package Price for IDT America Additional Line Service P	lan
Primary Line, per month	\$21.95
Secondary Line, per month	\$21.95
Service Connection Fee, one time charge per line#	
Primary Line	\$69.00
Secondary Line	\$55.00

In order to subscribe to this plan, the subscriber must have one or more lines subscribed to IDT's "America Unlimited" or "America Choice" plans. In the event the subscriber cancels their "America Unlimited" or "America Choice" plan(s) so that the only remaining IDT local service plan is their "Additional Line" plan, the "Additional Line" plan will automatically be changed to the plan type that was cancelled, and billed accordingly. If a subscriber has one or more "America Unlimited" and "America Choice" plans and cancels those "America Unlimited" and "America Choice" plans simultaneously, the "Additional Line" plan will be changed to an "America Unlimited" plan.

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to IDT.

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4.5 Network Exchange Service, Cont'd.

4.5.6 IDT America Additional Line Service Plan (Cont'd)

(N)

(N)

IDT America Additional Line Service Plan includes the following:

- 1. Local Line and unlimited direct-dialed Local Exchange calling.
- 2. Direct-dialed intrastate toll calls for \$0.059 per minute.
- 3. Direct-dialed interstate toll calls within the Continental US for \$0.05 per minute.³
- 4. An optional calling card with a rate of \$0.059 per minute for intrastate calls and \$0.05 per minute for interstate calls within the Continental US. Calls made using the optional calling card are not included within the unlimited feature of this plan.
- 5. Calling Features may be purchased on an a la carte basis, where available.

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³ All interstate toll calls to Hawaii and Alaska under this plan are \$0.162 and \$0.149, respectively.

- 4.5 Network Exchange Service, Cont'd.
 - 4.5.7 Reserved for Future Use

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- 4.5 Network Exchange Service, Cont'd.
 - 4.5.8 Reserved for Future Use

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- 4.5 Network Exchange Service, Cont'd.
 - 4.5.9 Reserved for Future Use

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4.5 Network Exchange Service, Cont'd.

4.5.10 Reserved for Future Use

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.1 Miscellaneous Charges

(T)

(C)

Where available, IDT offers Miscellaneous Services with its IDT America Unlimited, (C) Choice and Additional Line plans. Certain miscellaneous services may be ordered or requested by the subscriber for an additional fee. Unless otherwise noted, rates are non-recurring. Not all services are available in all areas.

Service Connection — When a subscriber requests initial connection or establishment of telephone service (Primary Line) and/or a second or additional line when the second or additional line is ordered simultaneously with the initial connection for service (Secondary Line). Rates for this Service vary, depending on whether IDT was required to make a home visit to install the Service.

Migration – Transfer of existing service from one local service provider to another.

Move Order – There are two types of Move Orders: Outside Move - Moving service from one location to another requiring a continuation of service at the new location; and Inside Move - Moving service to a different premise within the same address such as a move to a different apartment.

Transfer of Calls – Interception and referral of incoming calls to any telephone number.

Change of Telephone Numbers – When a subscriber retains service at the same location, but changes his telephone number.

Feature Add – When a subscriber customer requests a change, adding or removing a feature.

Delete a Feature — When a subscriber requests deletes of a presently received calling feature. Rates for this Service will vary, depending on whether the feature requested to be deleted is included in the caller's service package or not.

Move Plan – When a subscriber switches from one IDT Unlimited plan (*i.e.*, Unlimited, Choice or Additional Line) to another. Rates for this Service will vary, depending on the original plan and new plan.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.1 Miscellaneous Charges, Cont'd.

Suspend Line - Upon the request of the customer, service may be temporarily suspended. Neither outward or inward calling is provided during the period of suspension.

(C)

Restore Suspended Line/Service - A restoration charge applies to the restoration of suspended line and/or service and facilities because (voluntary or nonvoluntary) and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Change Parameter Within Feature (FID) – Changing one or more attributes of a feature such as the ring cycle, call forwarding busy telephone number, call forwarding don't answer telephone number, etc.

Blocking Charge (Add or Delete) – Service request processing fee to add, change, or delete a blocking feature.

Supplemental Orders – Updates to an original service request to modify, change the due date, or cancel the request.

PIC Change - After a Customer's initial selection for a presubscribed carrier, for any change thereafter, a Presubscription Change Charge will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Keep Same Number/New Location - When a subscriber retains service and telephone number, but changes location. Rates will vary for secondary/additional lines.

New Location/New Number - When a subscriber retains service but moves to a new location and switches telephone number.

Request Call Detail Report - When a subscriber requests local call detail for a given month.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.1 Miscellaneous Charges, Cont'd.

Add/Delete PIC Freeze – When a subscriber adds or deletes a PIC Freeze, thus preventing his or her service from being switched without undergoing applicable PIC Freeze requirements.

Technician Dispatch - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Vanity Number – A Customer requests a specific telephone number.

Duplicate Invoice - A Customer requests an additional copy of a current bill or invoice.

Toll Restriction - At the Customer's request, the Company will restrict an individual residence or business line, from access to the interexchange carrier toll network, where facilities permit. The nonrecurring charge will apply to each line at the time of restriction. A nonrecurring Toll Service Restoral Charge will apply to each line when the customer requests that toll service be restored.

Disconnect Line – When a subscriber requests disconnection of one or more telephone lines.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.1 Miscellaneous Charges, Cont'd.

5.1.2 Rates

Service Connection Charge without installation visit Service Connection Charge with installation visit Migration Move Order Transfer of Calls Change of Telephone Numbers Feature Add Delete a Feature (Included in Package) Delete a Feature (Not Included in Package) Move (from Any Plan to Unlimited Plan) Move (from Unlimited Plan to Any Other Plan) Disconnect Line Suspend Line (Voluntary or Involuntary) Restore Suspended or Disconnected Line Change Parameter Within Feature (FID) Blocking Change (Add or Delete) Supplemental Orders Keep Same Phone Number – New Location New Location/New Number Request Call Detail Report	\$69.00 (Primary Line)* \$55.00 (each additional line)* \$97.50 No charge TBD TBD TBD \$4.95 No charge \$1.50 per request \$4.95 No Charge \$1.50 per request \$4.95 No Charge \$19.99 (Primary Line) \$4.95 (each additional line) \$55.00 (each additional line) \$10.00	(C)
	\$55.00 (each additional line)	
Toll Restriction	TBD	(C)

^{*} Service Connection fee waived for those customers who have telephone service prior to switching to IDT and who retain their existing telephone number after switching their service to IDT.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.3 Reserved for Future Use

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Material previously on this Sheet moved to Section 5.1 and 5.1.1.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.4 Reserved for Future Use

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Material previously on this Sheet moved to Section 5.1 and 5.1.1.

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5.5 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 intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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.

Rate Per Call	:	
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\$0.35

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5.6 Reserved For Future Use (Cont'd)

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Ву:

5.7 Directory Assistance Service

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

5.7.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user' handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

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5.7 Directory Assistance Service (Cont'd)

5.7.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. Service is offered on an intraLATA basis only where facilities permit

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in 5.8, apply as appropriate.

There are no allowances for DACC.

DACC charges are not applicable to handicapped Customers exempt from Directory Assistance charges, as specified in Section 5.7.1.A of this tariff.

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5.7 Directory Assistance Service (Cont'd)

5.7.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local calling area or outside the customer's local Directory Assistance area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.8, apply as appropriate.

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New Jersey Tariff No. 2 First Revised Sheet 106 Replaces Original Sheet 106

SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.7 Directory Assistance Service (Cont'd)

5.7.4 Rates

Basic Directory Assistance

Direct dialed (in excess of allowance) \$0.75 (R)

Directory Assistance Call Completion

Per completed call \$0.30

National Directory Assistance

Direct dialed, per call \$0.75 (R)

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5.8 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to 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 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 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 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.

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

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(N)

(N)

SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.8 Operator Services, (Cont'd)

Collect This charge applies when a calling party dials '0-NPA-NXX-XXXX' from any originating line and asks the operator to place a collect call to a terminating line. Collect calls can be local, regional or long-distance and are charged to the terminating line.

Third Party Billed – This charge applies when the calling party dials '0-NPA-NXX-XXXX' and asks the operator to bill the call to any line. Calls can be local, regional or long-distance, and originate from any line and terminate to any line.

5.8.1 Local Operator Assistance Services

Operator assistance is provided to Customers presubscribed to IDT's service, for assistance in completing or billing calls within the state of New Jersey.

A. Local and IntraLATA Usage Rates:

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (See Section 4.5 of this tariff).

B. Per Call Service Charges

Customer Dialed Calling Card	\$0.40	
Operator Dialed Calling Card	\$1.58	
Collect	\$1.33	(R)
Third Party Billed	\$1.33	
Person-to-Person	\$3.49	
Operator Dialed Surcharge	\$0.80	

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- 5.8 Operator Services, (Cont'd)
 - 5.8.2 Reserved For Future Use

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5.9 Busy Line Verification and Line 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. Busy Line 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 Interrupt Service is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply

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.

	<u>Per</u> <u>Call</u>
Busy Line Verification, each request Emergency Interruption, each occasion and	\$2.25
in addition to the Verification charge	\$5.00

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5.10 Directory Listing Services

5.10.1 General

The following rates and regulations apply to standard listings in light face type in the white Sheets (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

5.10.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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5.10 Directory Listing Services (Cont'd)

5.10.2 Listings

B. Additional Listings

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special types of Additional Listings include:

Duplicate Listings - A listing of another name by which the customer is known such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may complete or in a cross reference form.

Alternate Telephone Numbers - a listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

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5.10 Directory Listing Services (Cont'd)

5.10.2 Listings (Cont'd)

D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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- 5.10 Directory Listing Services (Cont'd)
 - 5.10.2 Listings (Cont'd)
 - E. Reserved For Future Use
 - F. Reserved For Future Use

G. Reserved For Future Use

H. Toll-Free Directory Listing

Where available, a listing which references the Toll Free Number for a Business customer will be made available.

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- 5.10 Directory Listing Services (Cont'd)
 - 5.10.2 Listings (Cont'd)
 - I. Reserved For Future Use
 - J. Reserved For Future Use

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5.10 Directory Listing Services (Cont'd)

5.10.3 Rates and Charges

	Per Month
Primary Listing,	
Business	\$ 2.00
Residence	\$ 2.00
Additional Listings,	
Business	\$ 2.00
Residence	\$ 2.00
Non-Listed,	
Business	\$ 2.00
Residence	\$ 2.00
Non-Published,	
Business	\$ 2.00
Residence	\$ 2.00
Toll-Free Directory Listings,	
Business	\$ 15.00
Residence	\$ 15.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 5.1 of this tariff.

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5.10 Directory Listing Services (Cont'd)

5.10.3 Rates and Charges (Cont'd)

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5.11 Carrier Presubscription

5.11.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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5.11 Carrier Presubscription

5.11.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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5.11 Carrier Presubscription

5.11.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.4 below.

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5.11 Carrier Presubscription

5.11.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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5.11 Carrier Presubscription

5.11.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port: \$5.00

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5.12 Intercept Referral Service

5.12.1 General

Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to a recorded message that states the line number status and a referral number for calls placed to a disconnected or changed residence or business line number.

Basic Referral - Basic referral is available at no charge for a period of three (3) months.

The charge for this service is billed in advance as a one-time charge.

5.12.2 Rates

Basic Referral Service

\$7.00

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5.13 Toll Restriction Service

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. This service is offered subject to the availability of facilities to individual line residence, individual line business and dial switching type customers. Provision of toll restriction does not alleviate customer responsibility for completed toll calls.

Toll Restriction may include Billed Number Screening (BNS) for residential customers. BNS prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls will be billed to the customer if completed.

5.13.1 Rates

Toll Restriction Charge, per line \$5.00 Toll Restoral charge, per line \$5.00

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^{*} For nonrecurring charges associated with Toll Restriction Service, See Section 5.1 of this tariff.

SECTION 6 – LONG DISTANCE SERVICES

6.1 General

Rates and regulations for the Company's Long Distance Services may be found in the Company's New Jersey Tariff No. 2.

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Ву:

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New Jersey Tariff No. 2 Original Sheet 127

ACCESS SERVICES

7.1 General

Rates and regulations for the Company's Access Services may be found in the Company's New Jersey Tariff No. 3.

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SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Board of Public Utilities.

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SECTION 9 - PROMOTIONS

9.1 General

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Board when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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