

IDT AMERICA, CORP.

SUPPLEMENT NO. 8 TO PA PUC TARIFF NO. 1  
4<sup>th</sup> REVISED SHEET 1

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TARIFF APPLICABLE TO  
INTEREXCHANGE RESELLER SERVICES  
WITHIN THE COMMONWEALTH OF PENNSYLVANIA  
PROVIDED BY  
IDT AMERICA, CORP.

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Issued Date: October 10, 2008

Effective Date: November 9, 2008

Issued by:

Carl Billek, Senior Regulatory Counsel  
IDT America, Corp.  
520 Broad Street  
Newark, NJ 07102-3111  
(973) 438-1000

IDT AMERICA, CORP.

SUPPLEMENT NO. 8 TO PA PUC TARIFF NO. 1  
8<sup>th</sup> REVISED SHEET 2  
Cancels 7<sup>th</sup> REVISED SHEET 2

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LIST OF CHANGES

<u>Page</u>	<u>Change</u>
4 <sup>th</sup> REVISED SHEET 1	Updates Supplement Number in Heading
8 <sup>th</sup> REVISED SHEET 2	Updates List of Changes
8 <sup>th</sup> REVISED SHEET 4	Updates Check Sheet
2 <sup>nd</sup> REVISED SHEET 34	Adds new service plan
2 <sup>nd</sup> REVISED SHEET 35	Increase of monthly surcharge calling plans

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TITLE SHEET

PENNSYLVANIA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications resellers provided by IDT America, Corp. ("IDT America"), with principal offices at 294 State Street, Hackensack, New Jersey, 07601. This tariff applies for services furnished within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission ("PPUC"), and copies may be inspected, during normal business hours, at the company's principal place of business.

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Issued: April 13, 1999

By:

Howard S. Jonas, President  
IDT America, Corp.  
294 State Street  
Hackensack, New Jersey 07601

Effective: April 14, 1999

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications provided by IDT America, Corp. ("IDT America, "IDT" or "Company"), with principal offices at 520 Broad Street, Newark, New Jersey 07102-3111. This tariff applies for services furnished within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS AND  
BILLING AGENTS

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other Participating Carriers – None
4. Billing Agents – None

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IDT AMERICA, CORP.

SUPPLEMENT NO. 8 TO PA PUC TARIFF NO. 1  
8<sup>th</sup> REVISED SHEET 4  
Cancels 7<sup>th</sup> REVISED SHEET 4

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CHECK SHEET

Sheets 1 through 37 inclusive of this tariff 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 on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1*	4 <sup>th</sup> Revised	30	1 <sup>st</sup> Revised
2*	8 <sup>th</sup> Revised	30.1	1 <sup>st</sup> Revised
2.1	Original	31	3 <sup>rd</sup> Revised
3	Original	32	1 <sup>st</sup> Revised
4*	8 <sup>th</sup> Revised	33	1 <sup>st</sup> Revised
5	1 <sup>st</sup> Revised	34*	2 <sup>nd</sup> Revised
6	Original	35*	2 <sup>nd</sup> Revised
7	1 <sup>st</sup> Revised	36	Original
8	1 <sup>st</sup> Revised	37	2 <sup>nd</sup> Revised
9	1 <sup>st</sup> Revised		
10	1 <sup>st</sup> Revised		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	1 <sup>st</sup> Revised		
21	Original		
22	3 <sup>rd</sup> Revised		
23	1 <sup>st</sup> Revised		
24	1 <sup>st</sup> Revised		
25	1 <sup>st</sup> Revised		
26	Original		
27	2 <sup>nd</sup> Revised		
28	2 <sup>nd</sup> Revised		
29	1 <sup>st</sup> Revised		
29.1	Original		
29.2	Original		
29.3	Original		
29.4	1 <sup>st</sup> Revised		

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. 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 pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the PPUC. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Because of the various suspension periods, deferrals, etc. the PPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheets 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 PPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. 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 PPUC file.

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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1st REVISED SHEET 7  
Cancels ORIGINAL SHEET 7

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SYMBOLS

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

- (D) To signify decrease in rates.
- (I) To signify increase in rates.
- (C) To signify any other changes.

(C)

ABBREVIATIONS

(C)

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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1st REVISED SHEET 8  
Cancels ORIGINAL SHEET 8

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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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 IDT America's location or switching center.

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

(C)

Commission - Used throughout this price list to mean the Pennsylvania Public Service Commission.

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Common Carrier - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

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Casual Caller - New or allocated customers who have not yet contacted IDT to select a calling plan. (C)

Any person who uses IDT's service to make 1+ calls who does not have a current account with IDT, including the following:

Any person located in an equal access area that voluntarily terminated his IDT account, but does not contact his local exchange carrier to select a new carrier and continues to make calls over IDT's network. Such person will be classified as a Casual Caller and will be charged Casual Calling Rates, not the rates previously agreed upon. Casual Calling Rates will be triggered upon notification to IDT of the Customer's intent to terminate the IDT account.

Any person who has had his account terminated, but who continues to make calls over the carrier's network. Specifically, any person who has had his account terminated who fails to contact his local exchange carrier to establish new service might have the ability to make calls over IDT's network. Such person, however, will be classified as a

Any new or allocated customer who has not yet contacted IDT to select a calling plan.

Any person who has not established an account with IDT who places calls over the Carrier's network from an equal access area using an access code.

Casual Caller and will be charged the rates set forth in Section 4.11 and will not be charged the rates previously agreed upon. (C)

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SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1<sup>st</sup> REVISED SHEET 9  
Cancels ORIGINAL SHEET 9

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Customer - The person, firm, corporation or other legal entity which orders the services of IDT America or purchases any of its calling cards and/or originates prepaid calls using such cards, and is responsible for the payment of charges and compliance with the Company's price list regulations.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

IDT America or the Company - Used throughout this tariff to mean IDT America, Corp., a New Jersey Corporation.

Local Access and Transport Area (LATA) - The Term LATA denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a Bell operating company provides telecommunications services.

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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1st REVISED SHEET 10  
Cancels ORIGINAL SHEET 10

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Subscriber - The person, firm, corporation or other legal enters into arrangements for IDT America resale or operator assisted telecommunications services and is responsible for compliance with applicable tariff regulations.

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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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of IDT America**

This tariff contains the regulations and rates applicable to intrastate resale and alternate operator telecommunications services provided by IDT America for telecommunications between points within the Commonwealth of Pennsylvania. Resale and alternate operator services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers or subscribers interested in the Company's services shall file a service application with the Company which fully identifies the customer, the services requested and other information requested by the Company.

- 2.1.1 IDT America may, from time to time, offer various enhanced services and information services within the Commonwealth of Pennsylvania. Such services will be provided pursuant to contract and will not be governed by this tariff. IDT America will furnish the Commission with a copy of any such offering at least thirty (30) days prior to such implementation.
- 2.1.2 IDT America may also, from time to time, offer switching, transmission, and/or operated assisted services to other telecommunications providers for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the PPUC, and rates and sections of this tariff will not apply thereto.
- 2.1.3 The resale and alternate operator services of IDT America are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.1 Undertaking of IDT America** (cont'd)

- 2.1.4 The rates and regulations contained in this tariff apply only to the resale and operator assisted services furnished by IDT America and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of IDT America.
- 2.1.5 The services of IDT America shall be furnished to customers who are patrons, patients, students, and other authorized users of the terminal telephone or other facilities of privately or publicly owned coin and coinless operated telephone station providers, hotels/motels, hospitals, airports, colleges, universities, and other subscribers. IDT America enters into arrangements with such subscribers providing for the availability of IDT America's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

**2.2 Use of Services**

- 2.2.1 IDT America'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.
- 2.2.2 The use of IDT America's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.2 Use of Services** (cont'd)

- 2.2.3 The use of IDT America's services without payment for services 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.
- 2.2.4 IDT America's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 IDT America does not transmit messages, but the services may be used for that purpose.
- 2.2.6 IDT America's services may be denied for nonpayment of charges or for other violations of this tariff.

**2.3 Liability of IDT America**

- 2.3.1 IDT America shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with IDT America's resale or operator assisted service or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown or interruption and whether negligent or otherwise and however long it shall last. In no event shall IDT America's liability for any services exceed the charges applicable under this tariff for such service.
- 2.3.2 IDT America shall be indemnified and saved harmless by any subscriber, customer or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its resale or operator assisted services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the resale or operator assisted services provided by IDT America.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.3 Liability of IDT America** (cont'd)

- 2.3.3 IDT America shall not be liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the resale or operator assisted services provided by IDT America.
- 2.3.4 IDT America shall not be liable for any personal injury or death of any person or persons, or for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its resale or operator assisted services, whatever shall be the cause and whether negligent or otherwise.
- 2.3.5 IDT America shall not be liable for and shall be indemnified and saved harmless by any subscriber, customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any subscriber, customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, customer or any other entity or any other property whether owned or controlled by the subscriber, customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, customer, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by IDT America which is not the direct result of IDT America's gross negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of IDT America.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.3 Liability of IDT America** (cont'd)

- 2.3.6 IDT America shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order regulation or other action of any governing authority or agency thereof.

**2.4 Responsibilities of the Subscriber**

- 2.4.1 The subscriber is responsible for placing any necessary orders and complying with tariff regulations and for assuring that customers comply with tariff regulations. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's number which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The subscriber is responsible for charges incurred for special construction and/or special facilities which the subscriber requests and which are ordered by IDT America on the subscriber's behalf.
- 2.4.3 If required for the provision of IDT America's services, the subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to IDT America.
- 2.4.4 The subscriber is responsible for arranging access to its premises at times mutually agreeable to IDT America and the subscriber when required for IDT America personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of IDT America's services.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)**2.4 Responsibilities of the Subscriber** (cont'd)

2.4.5 The subscriber shall cause the temperature and relative humidity in the equipment space provided by subscriber for the installation of IDT America's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The subscriber shall ensure that the equipment and/or system is properly interfaced with IDT America's facilities or services, that the signals emitted into IDT America's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, IDT America will permit such equipment to be connected with its channels without the use of protective interface device.

If the subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to IDT America equipment, personnel or the quality of service to other subscribers, IDT America may, upon written notice, require the use of protective equipment at the subscriber's expense. If this fails to produce satisfactory quality and safety, IDT America may, upon written notice, terminate the subscriber's service.

2.4.7 The subscriber must pay IDT America for replacement or repair of damage to the equipment or facilities of IDT America caused by negligence or willful act of the subscriber, customers or others by improper use of the services, or by use of equipment provided by subscriber, customer or others.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.4 Responsibilities of the Subscriber** (cont'd)

- 2.4.8 The subscriber must pay for the loss through theft of any IDT America equipment installed at subscriber's premises.
- 2.4.9 The subscriber shall place tent cards, telephone stickers or other printed documentation furnished by or with the approval of IDT America on or in close proximity to all telephones capable of accessing IDT America's services and shall take reasonable actions to replace any documentation which may be removed, defaced or otherwise rendered unavailable.
- 2.4.10 If IDT America installs equipment at subscriber's premises, the subscriber shall be responsible for payment of an installation charge.

**2.5 Responsibilities of the Customer**

- 2.5.1 The customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber.
- 2.5.2 The customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.3 The customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.5.4 The customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.6 Cancellation or Interruption of Services**

2.6.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the subscriber, IDT America may immediately discontinue services to a subscriber or may withhold the provisions of ordered or contracted services:

2.6.1.A For nonpayment of any sum due IDT America for more than thirty (30) days after issuance of the bill for the amount due,

2.6.1.B For violation of any of the provisions of this tariff,

2.6.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over IDT America's services, or

2.6.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting IDT America from furnishing its services.

2.6.2 Without incurring liability, IDT America may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operations of subscriber and IDT America's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.6 Cancellation or Interruption of Services** (cont'd)

2.6.3 Service may be discontinued by IDT America without notice to the subscriber, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain customer authorization codes, when IDT America deems it necessary to take such action to prevent unlawful use of its service. IDT America will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

**2.7 Credit Allowance**

2.7.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's facilities.

2.7.2 For purposes of credit computation, every month shall be considered to have 720 hours.

2.7.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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2.7 Credit Allowance (cont'd)

2.7.4 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = \frac{A}{720} \times B$

"A" - outage time in hours

"B" - monthly charge for affected activity

2.8 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications.

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2.9 Deposit

The Company reserves the right to examine the credit record of all service applicants and may require a deposit when determined to be necessary to assure future payment. Security deposits required will be equal to not more than two (2) months' estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 2 Pa. Code Sections 64.31-64.41.

2.10 Collection Costs

The customers shall be liable to the Company for all costs of collection.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except as described for Prepaid Calling Cards, Rechargeable Calling Cards and the DSA Telecom Calling Card. A flat tax rate of 20% will be applied to all charges associated with the DSA Telecom Calling Card. The Customer shall be responsible for and shall pay all applicable charges on bills rendered by the Company.

(C)  
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Issued by:

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**SECTION 2 – RULES AND REGULATIONS** (cont'd)

**2.12 Late Charges**

A late fee of 1.5% monthly will be charged on any past-due balances.

**2.13 Returned Check Charge**

A fee of twenty-five dollars (\$25.00) will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.14 Reconnection Charge**

A reconnection fee of five dollars (\$5.00) per line per occurrence will be charged when service is re-established for customers which have been disconnected due to non-payment.

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Issued: April 13, 1999

By:

Howard S. Jonas, President  
IDT America, Corp.  
294 State Street  
Hackensack, New Jersey 07601

Effective: April 14, 1999



IDT AMERICA, CORP.

SUPPLEMENT NO. <sup>6</sup>/<sub>2</sub> TO PA PUC TARIFF NO. 1  
3<sup>rd</sup> REVISED SHEET 22  
Cancels 2<sup>nd</sup> REVISED SHEET 22

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call is a variable measured charge dependent on the location of the called party. The variable measured charge is specified as a rate per minute which is applied to each minute. 1+, Toll Free and Casual Calling calls are measured in thirty-second increments. Travel Card, Prepaid Calling Card and Rechargeable Calling Card calls are measured in one minute increments. All calls are rounded up to the next whole increment. DSA Telecom Calling Card calls are billed in an initial three (3) minute increment with all subsequent minutes rounded up to the nearest five (5) minute increment. (C)

3.1.2 Reserved For Future Use

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Issued by:

Carl Billek, Senior Regulatory Counsel  
IDT America, Corp.  
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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1st REVISED SHEET 23  
Cancels ORIGINAL SHEET 23

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.1 Computation of Charges (cont'd)

3.1.2 (Reserved For Future Use)

(C)

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Issued by:

Diane Clark, Associate General Counsel  
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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1st REVISED SHEET 24  
Cancels ORIGINAL SHEET 24

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.1 Computation of Charges (cont'd)

3.1.2 (Reserved For Future Use)

(C)

3.1.3 (Reserved For Future Use)

(C)

3.1.4 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. IDT America will not bill for uncompleted calls.

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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1st REVISED SHEET 25  
Cancels ORIGINAL SHEET 25

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 (Reserved For Future Use)

(C)

3.3 Validation of Credit

IDT America is authorized to obtain any information regarding a prospective Customer's credit history and may decline to provide service where a prospective Customer has a history of late or non-payment or fraud. The prospective Customer indemnifies the Company and its agents from liability resulting from any such credit investigation.

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(C)

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**SECTION 3 – DESCRIPTION OF SERVICE** (cont'd)**3.4 Contested Charges**

Billing disputes shall be processed by the Company consistent with Commission regulations at 52. Pa. Code Chapter 64. Any objection to billed charges should be reported promptly to IDT America. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where an undercharge in billing of the subscriber is the result of a mistake by IDT America, the Company may not backbill in excess of twelve months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by IDT America within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer. Accounts not paid within thirty (30) days from the due date stated on the bill will be considered delinquent.

If a customer or subscriber accumulates more than Five Hundred Dollars (\$500.00) of undisputed delinquent IDT America 800 charges, the IDT America Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

Customers who are not satisfied with IDT America's handling of a dispute may contact the Commission's Bureau of Consumer Services.

**3.5 Billing Entity Conditions**

When billing functions on behalf of IDT America or its intermediary are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. IDT America's name and toll-free telephone number will appear on the end user's bill.

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**Issued: April 13, 1999****By:**

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IDT America, Corp.  
294 State Street  
Hackensack, New Jersey 07601

**Effective: April 14, 1999**

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.6 Service Offerings

3.6.1 1+ Dialing

This is a service whereby a Customer chooses IDT as the presubscribed intraLATA and/or interLATA toll carrier for the Customer's telephone number(s) in a manner consistent with applicable state law. All applicable calls made by the Customer from the presubscribed number(s) will be carried by IDT in accordance with the rates and terms of this tariff.

3.6.2 Travel Cards

An IDT Travel Card is an optional service made available to IDT Presubscribed 1+ Dialing Customers. Unless otherwise noted, Travel Cards operate in the same manner described in 3.6.8; however, there is no preset dollar value on Travel Cards. Charges for calls made using an IDT Travel Card are not prepaid. Charges for calls made using an IDT Travel Card appear on the Customer's Presubscribed 1+ Dialing bill.

3.6.3 800 Service (Toll Free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

3.6.4 DSA Telecom Calling Cards (Local Access Number and Toll Free)

This service permits the use of prepaid calling cards branded with the name "DSA Telecom" for placing calls within the State. Customers may purchase DSA Telecom Calling Cards at a variety of retail outlets or through other distribution channels. These cards are available in face values of \$5.00, \$10.00, and \$20.00 and are non-refundable.

DSA Telecom Calling Cards are accessed using a local access number or toll-free telephone number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the cost consumed. The total consumed cost for each call is deducted from the remaining balance on the card.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.6.4 DSA Telecom Calling Cards (Local Access Number and Toll Free)  
(cont'd)

(C)

All calls must be charged against a card that has a sufficient balance. These cards are not rechargeable, and all calls will be interrupted when the balance on the cards reaches zero. Cardholders may dial another telephone number while using the card by depressing the pound (#) button and entering in the new telephone number.

A credit allowance for Prepaid Retail Calling Cards is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A customer may also be granted credit for reaching a wrong number. To receive proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the card and furnish the called number, the trouble experienced (e.g. cut off, noisy circuit, reached wrong number, etc.) and the approximate time the call was placed.

When a call charged to a DSA Telecom Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute. Credit allowances for do not apply for interruptions not reported promptly to the Company or interruptions that are due to failure of power, equipment or systems not provided by the Company.

Certain calls may not be completed using the DSA Telecom Calling Card. These include operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700 or 900 number.

(C)

3.6.5 (Reserved For Future Use)

3.6.6 Local Calls and Directory Assistance

Local calls will not be accepted or completed. IDT does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 0 + 555-1212 for listings within the originating area code and 0 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.6 Service Offerings (cont'd)

3.6.7 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.6.8 Prepaid Calling Cards

This service permits the use of the Company's Prepaid Calling Cards for placing calls. Customers may purchase Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. These Cards are available in face values of \$5.00, \$10.00, and \$20.00 and are non-refundable.

Prepaid Calling Cards are accessed using a local access number or toll-free telephone number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the cost consumed. The total consumed cost for each call is deducted from the remaining balance on the Card.

All calls must be charged against a Card that has a sufficient balance. These Cards are not rechargeable, and all calls will be interrupted when the balance on the cards reaches zero. Prepaid Calling Cards are billed in full-minute increments. Cardholders may dial another telephone number while using the card by depressing the pound (#) button and entering in the new telephone number.

A credit allowance for Prepaid Calling Cards is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A customer may also be granted credit for reaching a wrong number. To receive proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the card

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

**3.6 Service Offerings** (cont'd)

**3.6.8 Prepaid Calling Cards** (cont'd)

and furnish the called number, the trouble experienced (e.g. cut off, noisy circuit, reached wrong number, etc.) and the approximate time the call was placed.

When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute. Credit allowances for calls pursuant to Prepaid Calling Card service does not apply for interruptions not reported promptly to the Company or interruptions that are due to failure of power, equipment or systems not provided by the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore, such calls can not be completed.

In the event of the Company's financial failure, the Customer will be able to get refund information by calling the Company's toll-free customer service number.

All Prepaid Retail Calling Cards expire ninety (90) days after initial usage.

**3.6.9 Rechargeable Calling Card**

The Company's Rechargeable Calling Card is a telephone service that allows Customers to obtain a predetermined amount of access to the Company's telephone services. The card is a dollar-based service, meaning that there is a fixed amount of dollars (i.e., \$25, \$100, or \$200) available to the Customer who purchases a card.

A Customer may purchase a Rechargeable Calling Card with a credit card in which the Customer has the option of choosing to allow for the automatic recharge of the Rechargeable Calling Card. If automatic recharging is selected, the Rechargeable Calling Card will be recharged at a balance predesignated by the Customer. A Customer may also purchase Rechargeable Calling Cards that are not automatically recharged, and calls will be interrupted when the balance on such cards reaches zero.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)3.6 Service Offerings (cont'd)3.6.9 Rechargeable Calling Card (cont'd)

(C)

Rechargeable Calling Card service is offered via domestic toll-free access numbers and is available to a cardholder from a touchtone phone. The Cardholder dials a domestic toll-free number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN, determines whether sufficient time or value remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Rechargeable Calling Card account.

Calls are real-time rated during call progression. Rechargeable Calling Cards are billed full-minute increments. Rechargeable Calling Cards are billed at the same rates twenty-four (24) hours a day, 365 days a year. The total price of each call, including applicable taxes, is calculated based on the value of the card purchased, as described in section 4.10 and is deducted from the available account balance associated with each Rechargeable Calling Card. The Cardholder receives a warning in accordance with the rate per call destination one minute before the balance reaches zero. Calls in progress will be terminated when there is an insufficient balance to continue the call.

Certain calls may not be completed using the IDT's Rechargeable Calling Card service. These include operator services, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 700 or 900 number.

A credit allowance for Rechargeable Calling Card service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A customer may also be granted credit for reaching a wrong number. To receive proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the card and furnish the called number, the trouble experienced (e.g., noisy circuit, reached wrong number, etc.) and the approximate time the call was placed.

(C)

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.6 Service Offerings (cont'd)

3.6.9 Rechargeable Calling Card (cont'd)

When a call to a Rechargeable Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one minute. Credit allowances for calls pursuant to Rechargeable Calling Cards do not apply for interruptions not reported to the Company or interruptions that are due to failure of power, equipment or systems not provided by the Company.

The Rechargeable Calling Card is sold under the name GlobalCall.

3.5.10 Casual Calling

This service permits casual callers to make 1+ calls. Casual callers will not be charged the Company's Presubscribed 1+ Dialing rates set forth in Section 4.8. Instead, casual callers will be charged separate charges labeled as "Casual Calling Rates" set forth in Section 4.11 until such time as the Customer has selected a calling plan. A person will be placed in the Casual Calling category when that person's IDT America account is terminated and the person does not contact his local exchange carrier to select a new carrier and continues to make calls over the Carrier's network or when a person who has not established an account with IDT America places calls over the Carrier's network from an equal access area using an access code and until such time as Company is contacted by a new interstate interexchange carrier that the person has established new service or the customer has agreed to reinitiate service with Company.

(C)

(C)

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.6 Service Offerings (cont'd)

3.6.11 Liability of Prepaid Calling Cards, Rechargeable Calling Cards, DSA Telecom Calling Cards and Travel Cards (C)

The Customer is liable for unauthorized use of the Network obtained through the fraudulent use of Prepaid Calling Cards, Rechargeable Calling Cards, DSA Telecom Calling Cards and Travel Cards provided that the unauthorized use occurs before the Company has been notified. (C)

The Customer must give the Company notice that unauthorized use of a Company Prepaid Calling Card, Rechargeable Calling Card, DSA Telecom Calling Card or Travel Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this Section, Notice occurs when the Company receives written or oral confirmation that unauthorized use of a Prepaid Calling Card, Rechargeable Calling Card, DSA Telecom Calling Card or Travel Card has occurred or may occur as a result of loss, theft or other reason. Lost Prepaid Calling Cards, Rechargeable Calling Cards, DSA Telecom Calling Cards and Travel Cards must be reported within 24 hours. (C)

3.6.12 Emergency Call Handling Procedures

Emergency "911" calls are not routed to Company, but are completed through the local network at no charge.

3.6.13 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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**SECTION 4 - RATES**

Rates shown in the following tables are applicable to intrastate long distance calling between all points within the Commonwealth of Pennsylvania.

**4.1 (Reserved For Future Use)**

(C)

**4.2 800 Service (Toll Free)**

Rates for this service vary according to the Customer's presubscribed plan. Not all plans and rates are available in all areas. Subscribers should contact an IDT Customer Service Representative about the most economical and available plan for their needs.

(C)

Rates apply twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

(C)

<u>Plan Name</u>	<u>Intrastate Per Minute Rate</u>
800 MM1	.099
800 MM2	.095
800 MM3	.089
800 MM4	.090

(D)

(D)

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SECTION 4 - RATES (Cont'd)

4.2 800 Service (Toll Free) (cont'd)

A surcharge of \$0.75 will be applied for each 800 Service (Toll Free) call originating from a payphone. (I)

Applicable taxes and surcharges required and/or permitted to be imposed on the rates in this section will be applied as separate line items on a Customer's 800 Service bill.

Plan 800 MM1 is available only to residential Customers.

Plans 800 MM1,2 and 3 are available only to business Customers.

Plan 800 MM3 requires a \$200.00 monthly minimum usage.

Plan 800 MM4 requires a \$1,000.00 monthly minimum usage.

4.3 (Reserved For Future Use)

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**SECTION 4 - RATES** (Cont'd)

**4.4 Travel Card**

IDT will charge a flat per minute rate of \$0.10 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Pennsylvania.

IDT will charge an additional \$0.75 per call for each call made using a Travel Card from a payphone. (I)

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in this section will be applied as a separate line items on the Customer's Presubscribed 1+ Service bill.

**4.5 DSA Telecom Calling Cards (Local Access Number and Toll Free)**

DSA Telecom Calling Cards may be used as listed below, twenty-four hours a day, seven days a week, three hundred and sixty-five days a year.

The Intrastate Usage Rates for DSA Telecom Calling Cards are:

\$1.00 per minute rate.

\$1.00 per-call connection rate.

A bi-weekly service charge of \$0.79 shall be applied after its first use and every fourteen (14) days thereafter.

A surcharge of \$0.65 shall be applied to each completed call made from a payphone using a DSA Telecom Calling Card.

A surcharge per call of \$1.00 shall apply to all Directory Assistance calls made using a DSA Telecom Calling Card.

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IDT AMERICA, CORP.

SUPPLEMENT NO. 1 TO PA PUC TARIFF NO. 1  
1<sup>st</sup> REVISED SHEET 32  
Cancels ORIGINAL SHEET 32

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SECTION 4 - RATES (Cont'd)

4.6 (Reserved For Future Use)

(C)

4.7 Rate Periods

IDT's per minute rates are available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, without any time of day discounts or penalties.

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SECTION 4 - RATES (Cont'd)

(Reserved For Future Use)

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SECTION 4 - RATES (Cont'd)**4.8 1+ Dialing**

Rates for this service vary according to the Customer's presubscribed plan. Not all plans and rates are available in all areas. Subscribers should contact an IDT Customer Service Representative about the most economical and available plan for their needs.

Rates apply twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

<u>Plan</u>	<u>Intrastate Per Minute Rate</u>	
2500@	\$0.08	(I)
2520*	\$0.08	
2580^	\$0.078	
2540†	\$0.08	
2160	\$0.09	
2581	\$0.078	
2188▽□	\$0.078	
2590	\$0.12	
2591*	\$0.12	
2592^	\$0.12	
7590@	\$0.12	
2300@	\$0.08	(C)
2100@	\$0.08	(I)
2320*	\$0.08	(I)
2120	\$0.08	
2380^	\$0.078	
2180^	\$0.078	
2140□†	\$0.12	
2004R/B□†	\$0.12	
2004Ri/Bi□†	\$0.12	
2181□‡	\$0.078	
2390@	\$0.12	(I)
2190@	\$0.12	(I)
2391*	\$0.12	
2191*	\$0.12	
2392^	\$0.12	
2191^	\$0.12	
2550†	\$0.12	
2600□#	\$0.08	

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**SECTION 4 - RATES** (Cont'd)

**4.8 1+ Dialing** (cont'd)

Plan Names written in **bold** are currently available to new and existing customers. All other plans are listed for historical purposes only.

All Presubscribed 1+ Dialing Service Plans are subject to a \$4.95 monthly fee unless otherwise noted.

@Denotes a \$5.90 monthly fee.

(I)

\*Denotes a \$6.95 monthly fee.

^Denotes \$8.95 monthly fee.

⌘Denotes no monthly Fee.

#Denotes Full Minute Billing

All Presubscribed 1+ Dialing Service Plans have no Monthly Minimum Usage amounts unless otherwise noted.

†Denotes \$10.00 Monthly Minimum Usage Amount.

‡Available only for Multi-Location Businesses.

vAvailable only for Business Customers with \$5,000.00 monthly usage.

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in this section will be applied as separate line items on a Customer's IDT Presubscribed 1+ Dialing Service bill.

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SECTION 4 - RATES (Cont'd)

**4.9 Prepaid Calling Cards**

(C)

Prepaid Calling Cards may be used as listed below, twenty-four hours a day, seven days a week, three hundred and sixty-five days a year.

The Intrastate Usage Rates for Prepaid Retail Calling Cards are:

\$0.25 per minute rate.

\$0.50 per-call connection rate.

A bi-weekly service charge of \$0.69 shall be applied to all cards no sooner than three (3) days after its first use and every fourteen (14) days thereafter.

A surcharge of \$0.65 shall be applied to all calls made from a payphone.

A surcharge per call of \$0.75 shall apply to all Directory Assistance calls made using a Prepaid Calling Card.

**4.10 Rechargeable Calling Cards**

Rechargeable Calling Cards may be used as listed below, twenty-four hours a day, seven days a week, three hundred and sixty-five days a year.

The Intrastate Usage Rates for Rechargeable Calling Cards are:

\$0.069 per minute rate.

\$1.49 monthly (every 30 days) service charge.

\$0.65 surcharge for all calls made from a payphone.

A surcharge per call of \$0.75 shall apply to all Directory Assistance calls made using a Rechargeable Calling Card.

**4.11 Casual Calling Rates**

IDT will charge a flat per minute rate of \$1.50 with no time of day discounts and without regard to mileage for calls originating and terminating in Pennsylvania.

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in this section will be applied as a separate line items on the Customer's Casual Caller bill.

(C)

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Issued Date: August 23, 2001

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Issued by:

Diane Clark, Associate General Counsel  
IDT America, Corp.  
520 Broad Street  
Newark, NJ 07102-3111  
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IDT AMERICA, CORP.

SUPPLEMENT NO. 3 TO PA PUC TARIFF NO. 1  
1<sup>st</sup> REVISED SHEET 37  
Cancels ORIGINAL SHEET 37

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SECTION 4 - RATES (Cont'd)

4.12 Directory Assistance

IDT will charge \$0.95 per number requested, whether or not the requested number is listed or published. (I)

Applicable taxes and surcharges required and/or permitted to be imposed on the rates listed in this section will be applied as a separate line items on the Customer's Presubscribed 1+ Dialing Service bill.

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