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WASH. UT. & TRANS. COMM.

PRICELIST  
IDT AMERICA, CORP.

1<sup>ST</sup> REVISED SHEET 1  
Cancels ORIGINAL SHEET 1

**TITLE SHEET**

**NAMING RATES FOR**

**IDT AMERICA, CORP.**  
520 BROAD STREET  
NEWARK, NEW JERSEY 07102-3111  
(800) 691-8438

(T)  
(T)

**RESALE COMMON CARRIER SERVICE**

Applying to Intrastate Resale Common Carrier  
Communications Services Between Points  
in the State of Washington

And

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

Issued Date: August 3, 2001

Effective Date: August 14, 2001

Issued by:

Diane Clark, Associate General Counsel  
IDT America, Corp.  
520 Broad Street  
Newark, NJ 07102-3111  
(973) 438-1000

ORIGINAL SHEET 2

PRICELIST  
IDT AMERICA, CORP.

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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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Date Issued: July 21, 1998  
Issued By: IDT America, Corp.

Effective Date: July 31, 1998

By: James Courter  
Title: President

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CHECK SHEET

Sheets 1 through 30.1 inclusive of this price list 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 price list and are currently in effect as of the date on the bottom of this sheet.

(T)

<u>SHEET</u>	<u>REVISION</u>
1	1 <sup>st</sup> Revised*
2	Original
3	1 <sup>st</sup> Revised*
4	1 <sup>st</sup> Revised*
5	Original
6	Original
7	1 <sup>st</sup> Revised*
8	1 <sup>st</sup> Revised*
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	1 <sup>st</sup> Revised*
23	Original
24	Original
25	1 <sup>st</sup> Revised*
26	1 <sup>st</sup> Revised*
27	1 <sup>st</sup> Revised*
28	1 <sup>st</sup> Revised*
28.1	New*
28.2	New*
28.3	New*
29	1 <sup>st</sup> Revised*
29.1	New*
29.2	New*
29.3	New*
30	1 <sup>st</sup> Revised*
30.1	New*

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1<sup>st</sup> REVISED SHEET 4  
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## ORIGINAL SHEET 5

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### TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the center 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 center of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. 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 Commission, 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 Commission file.

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ORIGINAL SHEET 6

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SYMBOLS

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

- (C) To signify changed condition or regulation
- (D) To signify a discontinued rate, regulation or condition
- (I) To signify increase
- (K) To signify that material has been transferred to another sheet or place in the tariff
- (N) To signify a new rate, regulation, condition or sheet
- (O) To signify no change\*
- (R) To signify reduction
- (T) To signify a change in text for clarification

- \* The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

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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.

Commission Used throughout this price list to mean the Washington Utilities and Transportation Commission.

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

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

Material originally on this sheet moved to 1<sup>st</sup> REVISED SHEET 8.

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(M)

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1<sup>st</sup> REVISED SHEET 8  
Cancels ORIGINAL SHEET 8

Casual Caller and will be charged the rates set forth in Section 4.9 and will not be charged the rates previously agreed upon.

(T)

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.

(T)

Company

The term "Company" denotes IDT America, Corp.

(M)

Customer

The person, firm, corporation or other legal entity which orders the services of IDT America or purchases an IDT America Prepaid Calling Card, Rechargeable Card 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.

Prepaid Account

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only Authorization as contained in a specific Prepaid Calling Card or Rechargeable Calling Card.

Prepaid Calling Card

A card issued by the Company, containing an Authorization Code that identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

(M)

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.

Telecom Unit

A measurement of Telecommunications service equivalent to one minute of usage between any two points within the State of Washington.

(M)

(M)

Underlying Carrier

The carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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## **SECTION 2 – RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by IDT America for telecommunications between points within the State of Washington. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. 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 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. The service application shall not in itself obligate the Company to provide services or to continue to provide service, subject to WAC 480-120-061. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Washington.

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

**2.1 Undertaking of the Company** (cont'd)

- 2.1.1 The services provided by IDT America are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may 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.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale 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 carriers for use in accessing the services of IDT America.
- 2.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity or when the use of service becomes or is in violation of the law or the provisions 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, subject to any limitations set forth in this Section 2.2.
- 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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PRICELIST  
IDT AMERICA, CORP.

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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 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.
- 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 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 Reserved for Future Use.

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

**2.3 Liability of the Company** (cont'd)

2.3.3 Reserved for Future Use.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 Reserved for Future Use.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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

**2.3 Liability of the Company** (cont'd)

- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by IDT America on the Customer's behalf.
- 2.4.3 If required for the provision of IDT America's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to IDT America.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to IDT America and the Customer when required for IDT America personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of IDT America's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of IDT America's equipment to be maintained within the range normally provided for the operation of microcomputers.

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

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

- 2.4.6 The Customer 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 Customers. 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 devices. If the Customer 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 Customers, IDT America may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, IDT America may, upon written notice, terminate the Customer's service pursuant to WAC 480-120-081.
- 2.4.7 The Customer 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 Customer or its agents or employees, by improper use of the services, or by use of equipment provided by Customer or its agents or employees.
- 2.4.8 The Customer must pay for the loss through theft of any IDT America equipment installed at Customer's premises.
- 2.4.9 If IDT America installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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

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

- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, upon eight (8) working days' (defined as any day on which the Commission is open) written notice to the Customer and personal contact, IDT America may immediately discontinue services to a Customer pursuant to WAC 480-120-081. IDT America may withhold the provision of ordered or contracted services pursuant to WAC 480-120-061:
- 2.5.1.A For nonpayment of any sum due IDT America for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over IDT America's services, or
- 2.5.1.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.

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

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

- 2.5.2 Without incurring liability, IDT America may, pursuant to WAC 480-120-500, 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 operation of Customer 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.
- 2.5.3 Service may be discontinued by IDT America without notice to the Customer, 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.
- 2.5.4 The Customer may terminate service at any time with notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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

**2.6 Credit Allowance**

- 2.6.1 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.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company in accordance with WAC 480-120 520.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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

**2.6 Credit Allowance** (cont'd)

- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 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

**2.7 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 Commission.

**2.8 Deposit**

The Company does not require deposits.

**2.9 Reserved for Future Use**

**2.10 Payment and Billing**

- 2.10.1 Service is provided and billed on a monthly billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt and shall not be considered delinquent until at least 15 days after the invoice date.

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

**2.10 Payment and Billing** (cont'd)

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer, except in the case of fraud with no contributory fault on the part of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 Reserved for Future Use

**2.11 Reserved for Future Use**

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

**2.12 Taxes**

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

The Company concurs in the Municipal Utility Occupation Tax schedule of each Local Exchange Company tariff in the State of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the Customer.

In municipalities that impose a utility occupation tax on gross revenues or gross income from the "telephone business", but which exclude charges that are passed on to customers to compensate for the cost of the municipal tax, the effective rate for billing will be the ordinance tax rate. This rate will be applied to telephone business revenues as defined in the ordinance.

In municipalities that impose a utility occupation tax on gross revenues or gross income from the "telephone business" and which do not exclude charges that are passed on to customers to compensate for the cost of the municipal tax, the effective rate for billing will be determined by dividing the ordinance tax rate by one minus the ordinance tax rate ( $R/(1-R)$ ). The rate determined will be applied to telephone business revenues as defined in the ordinance.

In municipalities that include toll revenues within the definition of "telephone business", the applicable effective rate for billing will be applied to 100% (unless a lower % is specified in the ordinance) of the charges for sent-paid and received-collect intrastate toll messages billed to customers within these municipalities.

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

**2.12 . Taxes** (cont'd)

In municipalities that impose a tax on specific telephone company revenues, such as but not limited to toll or miscellaneous revenues, the effective rate for billing will be the ordinance tax rate, or where miscellaneous revenues are taxed, the effective rate for billing will be determined by dividing the ordinance tax rate by one minus the ordinance tax rate ( $R/(1-R)$ ). The applicable billing rate will be applied to the specific telephone company revenues enumerated in the ordinance, but will not be applied to any such revenues that constitute "competitive telephone service" as defined in RCW 82.16.101.

**2.13 Late Charge**

The Company does not assess late fees on any past due balances.

**2.14 Returned Check Charge**

The Company will assess a charge whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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SECTION 4 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

(T)

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e., a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All 1+ and 8XX calls are measured in six (6) second increments. All Prepaid Calling Card, Rechargeable Calling Card and Travel Card calls are measured in one minute increments. All calls are rounded up to the next whole increment.

(T)

3.1.2 Reserved for Future Use.

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

**3.1 Computation of Charges** (cont'd)

- 3.1.3 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. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. IDT America will not bill for uncompleted calls.

**3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

294 State Street  
Hackensack, New Jersey 07601  
1-800-691-8438

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 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.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and toll-free telephone number:

Washington Utilities & Transportation Commission  
1300 South Evergreen Park Drive, SW  
PO Box 47250  
Olympia, WA 93504-725011  
1-800-562-6150

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Date Issued: July 21, 1998  
Issued By: IDT America, Corp.

Effective Date: July 31, 1998

By: James Courter  
Title: President

PRICELIST

IDT AMERICA, CORP.

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

**3.2 Customer Complaints and/or Billing Disputes** (cont'd)

If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent IDT America 800/888 Service charges, the IDT America Resp. Org. reserves the right not to honor that Customer's request for transfer of an 800/888 number to another carrier until such undisputed charges are paid in full.

**3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**3.4 Billing Entity Conditions**

When billing functions on behalf of IDT America or its intermediary are performed by local exchange telephone 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 Customer's bill.

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By: James Courter  
Title: President

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings

3.5.1 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 price list.

3.5.2 Travel Cards

An IDT Travel Card is an optional service made available to IDT presubscribed 1+ Customers. Unless otherwise noted, Travel Cards operate in the same manner described in 3.5.4; 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 1+ long distance bill.

3.5.3 8XX Service (Toll Free)

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

3.5.4 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.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

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.

(T)

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 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.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

Reserved for Future Use

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(T)

Material originally on this sheet moved to 1<sup>st</sup> REVISED SHEET 28.

(M)

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

3.5.5 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.

(M)

(M)

3.5.6 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 price list 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 price list. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

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

3.5.8 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.

Material on this page originally appeared on ORIGINAL SHEET 27.

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ORIGINAL SHEET 28.1

PRICELIST  
IDT AMERICA, CORPSECTION 3 - DESCRIPTION OF SERVICE (cont'd)3.5 Service Offerings (cont'd)3.5.9 Rechargeable Calling Card

(N)

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.

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 4.3 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.

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ORIGINAL SHEET 28.2

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

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.

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 1+ Dialing rates set forth in Section 4.1. Instead, casual callers will be charged separate charges labeled as "Casual Calling Rates" set forth in Section 4.5 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

(N)

(N)

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ORIGINAL SHEET 28.3

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings (cont'd)

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.

(N)

3.5.11 Liability Prepaid Calling Cards, Rechargeable Calling Cards and Travel Cards

The Customer is liable for unauthorized use of the Network obtained through the fraudulent use of Prepaid Retail Calling Cards and Rechargeable Calling Cards provided that the unauthorized use occurs before the Company has been notified.

The Customer must give the Company notice that unauthorized use of a Company 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 or Travel Card has occurred or may occur as a result of loss, theft or other reason. Lost Prepaid Calling Cards, Rechargeable Calling Cards and Travel Cards must be reported within 24 hours.

(N)

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PRICELIST  
IDT AMERICA, CORP1<sup>ST</sup> REVISED SHEET 29  
Cancels ORIGINAL SHEET 29SECTION 4 - RATES4.1 1+ Dialing

Rates for this service vary according to the Customer's presubscribed (C)(R) 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
2520*	\$0.08
2580^	\$0.079
2540†	\$0.08
2160	\$0.10
2581	\$0.079
2188va	\$0.079
2590	\$0.105
2591*	\$0.105
2592^	\$0.105
2300	\$0.08
2100	\$0.08
2320*	\$0.08
2120	\$0.08
2380^	\$0.079
2180^	\$0.079
2140m†	\$0.10
2004R/Bm†	\$0.10
2004Ri/Bim†	\$0.10
2181m†	\$0.079
2390	\$0.105
2190	\$0.105
2391*	\$0.105
2191*	\$0.105
2392^	\$0.105
2192^	\$0.105

(C)(R)

Material moved to 2<sup>nd</sup> REVISED SHEETS NOS. 29.1, 29.2 and 29.3.

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ORIGINAL SHEET 29.1

SECTION 4 - RATES (cont'd)

4.1 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. (C)(R)

All Presubscribed 1+ Service Plans are subject to a \$3.95 monthly fee unless otherwise noted. \*Denotes a \$5.95 monthly fee. ^Denotes \$7.95 monthly fee. #Denotes No Monthly Fee.

All Presubscribed Calling 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 1+ Service bill.

4.2 Travel Card

IDT will charge a flat per minute orate of \$0.10 per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Washington. (M)

IDT will charge an additional \$0.30 per call for each call made using a Travel Card from a payphone.

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 1+ bill. (C)(R) (M)

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ORIGINAL SHEET 29.2

SECTION 4 - RATES (cont'd)

4.3 8XX 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)(R)(M)

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

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

A surcharge of \$0.30 will be applied for each 8XX Service (Toll Free) call originating from a payphone.

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 8XX 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. (R)

4.4 Prepaid Calling Cards

Prepaid Retail 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 as follows:

\$0.17 per minute rate.

\$1.00 per-call connection rate. (C) (M)

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ORIGINAL SHEET 29.3

SECTION 4 - RATES (cont'd)

4.4 Prepaid Calling Cards (cont'd)

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 Retail Calling Card.

(C)

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SECTION 4 - RATES (cont'd)

4.5 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.

(C)  
|  
(C)

4.6 Directory Assistance

IDT will charge \$0.75 per number requested, whether or not the requested number is listed or published.

(C)

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 long distance bill.

(C)

4.7 Returned Check Charge

\$25.00

(I)

4.8 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.

(N)

The Intrastate Usage Rates for Rechargeable Calling Cards are as follows:

\$0.069 per minute rate.

\$1.00 per-call connection rate.

A monthly (every 30 days) service charge of \$1.49 shall be applied to all cards.

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 Rechargeable Calling Card.

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SECTION 4 - RATES (cont'd)

**4.9 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 Washington.

(N)

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 1+ long distance bill.

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