

TC97-156

RYS

TC97-156

DOCKET NO.

In the Matter of

IN THE MATTER OF THE
APPLICATION OF DISCOUNT CALL
RATING, INC. FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

9/15/97 *Filed and docketed;*
9/18/97 *TC Filing;*
10/12/97 *Order Granting COA;*
12/12/97 *Docket Closed*

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Discount Call Rating, Inc.
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042
Tel: (800) 789-3443 Fax: (800) 613-4621

TC97-156

RECEIVED

SEP 15 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

September 9, 1997

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol
500 East Capital Avenue
Pierre, South Dakota 57501-5070

Re: Application Of Discount Call Rating, Inc. For A Certificate of Authority To Provide
Telecommunications Services in South Dakota.

Dear Mr. Bullard:

The above referenced Applicant hereby submits the enclosed Application for a Certificate of Authority to provide telecommunications services in South Dakota. An original and ten (10) copies are included for filing. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the envelope provided. Also enclosed is a check for \$250 to cover the filing fee.

Please direct any questions regarding this Application to Todd Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701. Your assistance in this matter is greatly appreciated.

Sincerely,



Rocco Genova
President

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF
DISCOUNT CALL RATING, INC. FOR A
CERTIFICATE OF AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN THE
STATE OF SOUTH DAKOTA PURSUANT TO
COMMISSION RULE 20:10:24-02.

Docket No. _____

APPLICATION

COMES NOW Discount Call Rating, Inc. (hereinafter "Applicant" or "DCR") and submits its Application seeking a certificate of authority to provide telecommunications services within the State of South Dakota. Applicant seeks statewide authority to offer inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in the State of South Dakota. Applicant does not and will not offer alternative operator services (AOS). All operator services will be provided by the underlying carrier. All services are only available to presubscribed customers. The Applicant will not provide service to the transient market.

In furtherance thereof, Applicant respectfully submits the following as required by Telecommunications Services Rules 20:10:24:02.

- (1) The name, address, and telephone number of the applicant:

Discount Call Rating, Inc.
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042
(800) 789-3443

(2) The name under which the applicant will provide these services if different than in subdivision (1) of this section: Applicant will provide service in South Dakota under the name Discount Call Rating, Inc.

(3) If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State: DCR was incorporated in the State of New Jersey on March 20, 1997. A copy of the Applicant's certificate of authority is attached at Exhibit A.
- (b) The location of its principal office, if any, in this state and the name and address of its current registered agent: DCR does not maintain an office in South Dakota. The Applicant's registered agent in south Dakota is National Registered Agents, Inc., 310 South First Street, Sioux Falls, SD 57102
- (c) The names and addresses of any corporation, association, partnership, cooperative, or individual holding a twenty (20) percent or greater ownership management interest in the application corporation and the amount and character the ownership of management interest: See Exhibit B.

- (d) The names and addresses of subsidiaries owned or controlled by the applicant:

The Applicant does not own or control subsidiaries.

- (4) If the applicant is a partnership, the name, title, and business address of each partner, both general and limited: N/A Applicant is a corporation.

- (5) A specific description of the telecommunications services the applicant intends to offer: The Applicant will offer outbound and inbound telecommunications services, directory assistance service, and calling card service. A detailed service description is provided in the proposed tariff attached at Exhibit I.

- (6) A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected use of the equipment: DCR is a non-facilities-based reseller of telecommunication services provided by Frontier Communications and WorldCom, Inc. / WilTel. Customers use switched access to reach the long distance network. Switched access is provided by the LEC. A representative access diagram is shown at Exhibit D.

- (7) The geographic areas in which the services will be offered, including a map describing the service area: Service will be offered throughout the State of South Dakota. See Exhibit E.

(8) Current financial statements; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service:

- * Current balance sheet is attached at Exhibit F.
- * Current income statement is attached at Exhibit G.
- * Applicant's annual report and report to stockholders are shown as Exhibit H.
- * The Applicant's proposed tariff is attached at Exhibit I.

(9) The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters: Questions regarding this Application should be directed to Todd H. Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475, who can be reached via telephone at (205) 330-1701. Questions regarding the on-going operations of the Company (complaints and regulatory matters) should be directed to Rocco Genova, President, Discount Call Rating, Inc., 41 Watchung Plaza, Suite 106, Montclair, NJ 07042, who can be reached via telephone at (800) 789-3443. A description of how the Applicant handles customer billings and complaints may be found in the Tariff at Exhibit I Sections 2.7 and 2.8.

(10) A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reason for the denial. The Applicant is registered, certified or authorized to do business in the state of Indiana, Iowa, Kansas, Kentucky, Michigan, Montana, New Jersey, Ohio, Pennsylvania, Texas, Utah, Virginia, Wisconsin, and Wyoming. The Applicant has not been denied registration or certification in any state.

Applicant furnishes the following additional information in support of this Application.

(11) The Applicant possesses the necessary managerial capability to provide the proposed service.

Rocco Genova, President of Discount Call Rating, has been in the telecommunications industry for more than five years. As Vice President for National Telecommunications, Inc., Mr. Genova was responsible for a significant portion of the company including carrier interface, administration and training of customer service staff, as well as training and support of a national sales force. Mr. Genova has extensive experience in the areas of carrier relations, provisioning of new accounts, customer service, and billing.

Nick Frannicola is Secretary of Discount Call Rating. His background as sales support director of WATS Marketing, Inc. for the past three years has enabled him to develop substantial experience and background in the telecommunications long distance resale industry. His

specialties include rate analysis, customer complaint resolution, and marketing plan control. Additionally, he has extensive experience in 1+, 800, and calling card product lines including provisioning, billing, and customer service.

(12) The Applicant possesses the necessary technical capability to provide the proposed service. Because DCR is a non-facilities-based carrier, only the facilities of Frontier Communications and WorldCom, Inc. / WilTel are to be used. Therefore, the technical ability of Frontier Communications and WorldCom, Inc. / WilTel to provide service is more germane than the technical ability of DCR. That ability has already been demonstrated by Frontier Communications and WorldCom, Inc. / WilTel's prior operations in this state.

(13) That the public interest will be served by the granting of this Application. DCR submits that the grant of this Application would serve the public convenience and necessity. Grant of DCR's Application would increase competition in the long distance telecommunication market in South Dakota, present greater price and service options for telephone users, and promote technological innovation. In addition, by lowering the costs of telecommunications, small and medium sized businesses are able to maintain their all important communications costs at levels that are closer to those available to larger users. All of this DCR believes, improves the competitive environment not only in telecommunications but also generally. It will allow South Dakota companies to compete on a more equal basis with their outstate competitors who may already be benefiting from lower telecommunications costs.

WHEREFORE, Applicant prays that the Commission issue to Discount Call Rating, Inc. authority to transact the business of a reseller of interexchange telecommunications service in the State of South Dakota as set forth above.

Dated at Montclair, New Jersey this 9th day of September, 1997.

Discount Call Rating, Inc.

A handwritten signature in dark ink, appearing to read "Rocco Genova", is written over a horizontal line.

Rocco Genova
President

EXHIBITS

	Exhibit
South Dakota Certificate of Authority	A
20 Percent Ownership Management Interest	B
Management Agreements	C
Access Diagrams	D
Service Area	E
Current Balance Sheet	F
Current Income Statement	G
Annual Report and Report to Stockholders	H
Tariff	I

EXHIBIT A
SOUTH DAKOTA CERTIFICATE OF AUTHORITY

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of DISCOUNT CALL RATING, INC. (NY) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of DISCOUNT CALL RATING, INC.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this April 21, 1997.

Joyce Hazeltime
JOYCE HAZELTINE
Secretary of State

EXHIBIT B

20 PERCENT OWNERSHIP MANAGEMENT INTEREST

Officers, Directors, & Shareholders		
Name/Title	Address	% of Shares
Rocco Genova, President, Director	41 Watchung Plaza, Suite 106 Montclair, NJ 07042	
Nick Frannicola, Secretary		
WATS Marketing, Inc.		100%

Rocco Genova is the only share holder of WATS Marketing, Inc.

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SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

EXHIBIT C
MANAGEMENT AGREEMENTS

Discount Call Rating, Inc. does not have any management agreements.

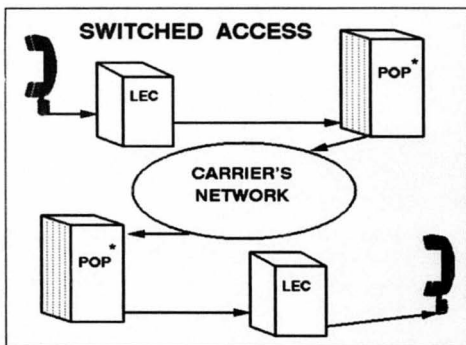
PREPARED FOR
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PUBLIC UTILITIES COMMISSION

EXHIBIT D
ACCESS DIAGRAMS

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SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

EXHIBIT D

REPRESENTATIVE ACCESS DIAGRAM



* POP - CARRIER'S POINT-OF-PRESENCE

EXHIBIT E
SERVICE AREA

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

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DOCUMENT (S)

DISREGARD

BACKGROUND

EXHIBIT E

SERVICE AREA

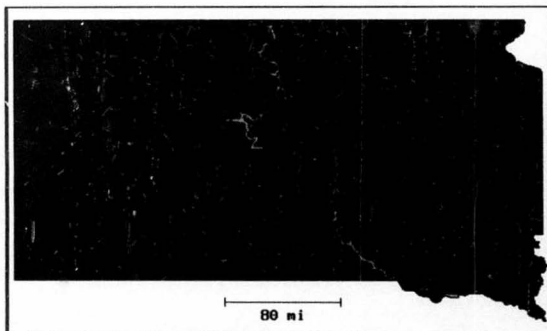


EXHIBIT F

CURRENT BALANCE SHEET

During 1996, Discount Call Rating operated as a division of WATS Marketing, Inc. In March 1997, Discount Call Rating was incorporated in the State of New Jersey as a wholly owned subsidiary of WATS Marketing as a qualified Sub-S subsidiary. Therefore, in the future, Discount Call Rating's financial results will be consolidated with its parent company. Financial statements for WATS Marketing for 1996 follow.

PREPARED FOR

SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

WATS Marketing, Inc.**Consolidated Balance Sheet**

December 31, 1996

(Unaudited)

Assets

Cash	\$4,292
Furniture, Fixtures & Equipment, net	9,328
Total Assets	\$13,621

Shareholders Equity

Common Stock	\$7,000
Retained Earnings	6,621
Total Shareholders' Equity	\$13,621

84-4418

EXHIBIT G
CURRENT INCOME STATEMENT

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

0144
2000

WATS Marketing, Inc.

Consolidated Statement of Income

Year Ended December 31, 1996

(Unaudited)

Revenues	<u>\$2,785,941</u>
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Expenses

Salaries & Benefits	2,101,561
Rents & Utilities	433,887
Office	61,001
Sales & Marketing	154,093
Miscellaneous	20,675

Total Expenses	<u>2,771,216</u>
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Net Income	<u>\$14,725</u>
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EXHIBIT H

**ANNUAL REPORT AND REPORT TO
STOCKHOLDERS**

Discount Call Rating, Inc. does not prepare an Annual Report or Report to Stockholders.

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

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EXHIBIT I

TARIFF

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
Original Page 1

Issued: September 9, 1997
Effective:

DISCOUNT CALL RATING, INC.

THIS TARIFF CONTAINS THE

REGULATIONS AND RATES APPLICABLE TO THE PROVISION

OF COMPETITIVE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH DAKOTA

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Discount Call Rating, Inc. with principal offices at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. This Tariff applies to services furnished within the State. This Tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Discount Cal Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
Original Page 2

Issued: September 9, 1997
Effective:

CHECK PAGE

Each page of this Tariff is effective as of the date shown at the top of the page. The revised pages listed comprise all changes from the original Tariff that are in effect as of the date shown.

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Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
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Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

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Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

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Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
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Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- R - To signify reduction
- I - To signify increase
- T - To signify a change in text or regulation but no change in rate
- M - To signify matter relocated without change
- N - To signify new rate or regulation
- D - To signify discontinued rate or regulation

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Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
Original Page 7

Issued: September 9, 1997
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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are six 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
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

Discoura Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
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South Dakota P.U.C. Tariff No. 1
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Issued: September 9, 1997
Effective:

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data calls.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

ANI: ANI stands for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to Service(s).

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
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Issued: September 9, 1997
Effective:

SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

CAP: CAP is an acronym for Competitive Access Provider.

CLEC: CLEC stands for Competitive Local Exchange Carrier

Company: Company refers to Discount Call Rating, Inc.

Commission: Commission refers to the South Dakota Public Utilities Commission.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system, and subsequently continues to use Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated.

DUC: DUC is an acronym for Designated Underlying Carrier.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

LATA: LATA is an acronym for Local Access Transport Area which is a geographic boundary, within which the LEC provides communications services.

LEC: LEC is an acronym for Local Exchange Carrier.

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

PIC: PIC stands for Primary IXC.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CLEC hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

P.U.C.: P.U.C. stands for Public Utility Commission.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

Discount Call Rating, Inc.
Roco Genova, President
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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

State: State refers to the State of South Dakota.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Total Usage: The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

TU: TU stands for Total Usage.

Underlying Carrier: Underlying Carrier refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

V&H: V&H stands for Vertical and Horizontal.

Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

South Dakota P.U.C. Tariff No. 1
Original Page 12

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by Discount Call Rating, Inc. with principal offices at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. The Company's Services are provisioned via the DUC. The Company resells the Services of facilities-based carriers.

2.2 Limitations Of Services

- 2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available.
- 2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.

Discount Call Rating, Inc.
Roco Genova, President
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Montclair, New Jersey 07042

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (continued)

- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.22 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written or verbal notice.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.
- 2.2.7 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.8 Any Applicant or Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment.
- 2.2.9 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, route diversity, alternate access, or circuit conditioning.

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2.2 Limitations of Services (continued)

2.2.10 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- (A) Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- (B) Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- (C) Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- (D) Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.2.11 All services are interstate offerings, but the Customer has the option to use the services to place intrastate calls. Intrastate service is only available if the Customer subscribes to the Company's comparable interstate service offering.

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2.2 Limitations of Services (continued)

- 2.2.12 The Company will accept a Customer's or Applicant's request for a particular 800/888 telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the 800/888 number will be made prior to the initiation of Service to the Customer. Assignment of the 800/888 telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active 800/888 number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may refuse to establish Service. If the Company learns that a Customer is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may, upon written notice, discontinue Service. If a Customer's 800/888 telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the 800/888 number, the Company, may upon written notice, discontinue Service.
- 2.2.13 The availability of 800 numbers from the Company is limited by the Company's ability to obtain 800 numbers from the DUC.
- 2.2.14 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g. "porting" of the 800 number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- 2.2.15 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

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2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may, without notice, refuse or terminate Service without liability include but are not limited to:

- (A) Applicant or Customer provides the Company insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (B) Applicant or Customer provides false information or refuses to provide information to the Company regarding their identity, address, or credit-worthiness; or
- (C) If the Customer refuses to furnish information to the Company regarding its past or current use of common carrier communication Services or its planned use of Service(s); or
- (D) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or
- (E) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or
- (F) The Company deems such refusal or termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or
- (G) Customer's misuse of the DUC's network; or

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2.3 Liabilities of the Company (continued)

2.3.1 (continued)

- (H) Customer's use of the DUC's network for any fraudulent, unlawful, or criminal purpose; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) Customer's use of Service adversely affects the Service to other Customers; or
- (K) Customer is using the Service for purposes other than those described in this Tariff; or
- (L) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (M) In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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2.3 Liabilities of The Company (continued)

- 2.3.2 Conditions under which the Company may, with notice, refuse or terminate service without liability include, but are not limited to:

Nonpayment of any sum due for telephone service provided hereunder, where Customer's charges remain unpaid more than five (5) days following notice of nonpayment from the Company. Notice will be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

- 2.3.3 In the event of emergency or threatened or actual disruption of Service to other Customers, the Company may temporarily restrict Service without notice and without incurring liability.
- 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).
- 2.3.5 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.
- 2.3.6 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Service(s).

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2.3 Liabilities of The Company (continued)

2.3.7 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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2.3 Liabilities of The Company (continued)

- 2.3.9 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.
- 2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.11 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

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2.3 Liabilities of The Company (continued)

2.3.12 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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2.3 Liabilities of The Company (continued)

2.3.12 (continued)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, o. death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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2.3 Liabilities of The Company (continued)

- 2.3.13 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.
- 2.3.15 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

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2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) Any failure to provide or maintain Services under this Tariff due to
circumstances beyond the Company's reasonable control; or
- (C) Any other direct, indirect, consequential, special, actual, or punitive
damages, or for any lost profits of any kind or nature whatsoever arising
out of any furnishing of, or interruption in, Services provided hereunder,
absent a determination of willful misconduct by the Company through
judicial or administrative proceedings; or
- (D) Any special or consequential damages or any lost profits of any kind or
nature arising out of the furnishing of or interruption in Services contained
in this Tariff; or
- (E) The use or abuse of any Service described herein by any party including,
but not limited to, the Customer's employees or members of the public.
"Use or abuse" includes, but is not limited to, any calls placed by means
of PBX-reorigination or any other legal or illegal equipment, Service, or
device. In the case of 800 Service, this also applies to third parties who
dial the Customer's 800 number by mistake; or
- (F) Compensation for any injury the Customer may suffer due to the fault of
parties other than the Company must be sought from such other parties; or

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2.3 Liabilities of The Company (continued)

2.3.16 The Company is not liable for: (continued)

- (G) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

- 2.3.17 The Company will make no refund of overpayment by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.

- 2.3.18 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

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2.3 Liabilities of The Company (continued)

2.3.19 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

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2.4 Use of Service

- 2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.
- 2.4.2 Service furnished by the Company will not be used for any unlawful or fraudulent purposes as defined in this Tariff.
- 2.4.3 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of Service(s). Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

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2.4 Use of Service (continued)

- 2.4.5 A Customer of 800 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of 800 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.4.7 The Company may require a Customer requesting 800 Service to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code, 800/888 number issued by the Company to its Customers.
- 2.4.9 If within ninety (90) days of activation, a Customer's 800 number is not used actually and substantially, the Company reserves the right to recover 800/888 Service, upon written notice, and/or make the 800/888 number unavailable for use. Test calling does not constitute use.
- 2.4.10 The Company in conjunction with its Responsible Organization (Resp. Org.) will reserve, assign, activate, or change 800/888 numbers for a Customer and will administer 800/888 numbers in accordance with customary industry standards and practices, and the terms of this Tariff and effective procedures of the 800 Service Management System.

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2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- (A) Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via Service(s); or
- (B) Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via the Service(s); or
- (C) Violation(s) by the Customer of the right to privacy; or
- (D) Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; or
- (E) All lost or stolen travel cards except as described in Section 2.20 of this Tariff; or
- (F) Any other rights whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with any Service.

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2.5 Obligations of the Customer (continued)

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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2.5 Obligations of the Customer (continued)

- 2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.
- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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2.5 Obligations of the Customer (continued)

- 2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.9 The Customer will be liable for:
- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
 - (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.
- 2.5.10 For Customers signing a Company term agreement, the Customer agrees to maintain a minimum monthly usage volume equal to or greater than 50 percent of the volume of long distance minutes established by the Customer during the first full quarter of Customer participation under this plan. The Company reserves the right to declare the Customer terminated from the term agreement in the event that the Customer fails to maintain the volume stated above and early termination penalties will apply.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, the Company requires the Customer to complete an application for service which includes the letter of agency or other authorization it deems appropriate.

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order. The Company shall determine the credit standing of an Applicant for Service based on the information about the Applicant's prior telecommunications bill payment history if the Applicant has had service before. Such information shall be the major factor in decisions regarding satisfactory or unsatisfactory credit and deposit amounts. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.6.3 Deposits

The Company does not collect deposits for services in this tariff.

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2.7 Rendering and Payment of Bill

2.7.1 General

Bills are sent to the Customer's billing address as shown on their account no later than forty five (45) days following the close of billing. The billing period is a month. Payments will be made directly to the address indicated on the bill. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.7.2 Due Date

The due date will be disclosed on the bill. Payment in full is due within twenty-two (22) days from the invoice date.

2.7.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

2.7.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.8. of this Tariff.

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2.8 Customer Service

2.8.1 General

The Company's name and toll-free number appear on the bill. Customer Service may be contacted in writing at 41 Watchung Plaza, Suite 106, Montclair, New Jersey 07042. Customers may also contact Customer Service by dialing toll-free (800) 789-3443 or FAX (800) 613-4261. Customer Service representatives are available from 9 a.m. to 9 p.m. business days for normal billing and service questions. The 800/888 number is printed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's customer service organization as indicated in Paragraph 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's customer service organization, as indicated in Paragraph 2.8.1 above.

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2.9 Cancellation of Service By Customer

A Customer may cancel Service by giving written or verbal notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.8.1 of this tariff. The Company requires such notification to protect the Customer from unauthorized account transfer or "slamming". If the Company is not notified accordingly, the Company may reinstate Customer's account by implementation of its automatic provisioning system. The Company will confirm all cancellations within five (5) business days. Additionally, in the event that the automatic polling system determines the Customer is no longer receiving Service, the Customer may be reinstated and a written reinstatement notice will be sent to the Customer within five (5) business days.

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2.10 Termination of Service By Company

2.10.1 Notice of Service Termination

Every effort will be made to provide a Customer five (5) days written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability.

2.10.2 Non-Payment

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

2.10.3 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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2.11 Interruption of Service

2.11.1 General

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption 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.

2.11.2 All Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3.18 of this Tariff.

2.11.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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2.12 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

In order to be granted tax exempt status, the Customer must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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2.13 Holiday Rates

Holiday rates do not apply to the Company's services.

2.14 Timing of Calls

2.14.1 On direct dialed calls, chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined on standard industry answer detection methods, including hardware and software answer detection.

2.13.2 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telecommunications network.

2.15 Determining Rate In Effect

2.15.1 For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. Time-of-day will be determined in accordance with Section 2.16 of this Tariff.

2.15.2 When call duration is split between two rate periods, the rate in effect at the origination of the call applies to the entire duration of the call.

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2.16 Rate Period

Different rates may be applicable to a call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

The Peak Rate Period is the same as the day rate period above. The Off-Peak Rate Period is all other times.

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2.17 Mileage Measurements

Each rate center or POP has a unique set of assigned vertical and horizontal (V&H) coordinates which are used by the Underlying Carrier for calculating mileage. Calculation of mileage is in accordance with the V&H coordinate system.

The distance is measured using the V&H coordinates associated with either the rate centers of the originating and terminating stations or the V&H coordinates associated with the originating and terminating POP of the underlying carrier. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via switched access, the distance is measured using the V&H coordinates associated with the rate centers of the originating or terminating station. If the call is originated or terminated via dedicated access, the distance is measured using the V&H coordinates associated with the originating or terminating POP of the underlying carrier.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

2.18 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between rate centers or POPs is determined by applying the formula below to the vertical and horizontal (V&H) coordinates associated with the rate centers involved. The Underlying Carrier uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape and in NECA Tariff No. 4.

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2.19 Application of Charges

2.19.1 Outbound Services

The rates and charges for outbound Services apply to calls that originate and terminate in the State.

2.19.2 Inbound Services

The rates and charges for inbound Services apply to calls that originate and terminate in the State.

2.19.3 Travel Card Services

The travel card rates apply to calls that originate and terminate within the State. Services are available to Customers that subscribe to the Company's outbound long distance Service(s). The rate plan for the travel card will be the same as the Customer's outbound Service rate plan. Travel card service is sold as an add on to the Company's outbound Service. Initial and additional periods are one (1) minute or fraction thereof.

2.19.4 Directory Assistance Service

The directory assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

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2.19 Application of Charges

2.19.5 All Usage-Sensitive Services

Calls are billed in various timing increments depending on the Service subscribed to by the Customer. Each Service has its own specific initial period and additional period. The length of the initial period and the additional period is shown in Section 3 of this Tariff. For all Services, fractions of a timing increment are rounded up to the next highest increment.

Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.20 Lost Or Stolen Travel Card or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's travel card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

2.21 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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2.22 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (B) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (C) New Customer's (assignee Customer) credit is approved by the Company; and
- (D) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Service(s). These obligations include all outstanding indebtedness for the use of Service(s). Consent to such assignment or transfer will not be unreasonably withheld.

Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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2.23 Agreements, Proposals, and Warranties

- 2.23.1 The applicable terms, rates, and conditions specified in this Tariff, before or after subscription, constitute the only agreement between the parties with respect to Service(s) to which the Customer has subscribed, or desires to subscribe. Statements (whether written or oral) may have been made about the Service(s) specified in this Tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer, and are not part of the parties relationship. All prior agreements, proposals, representations, or understandings concerning the Service(s) are also deemed superseded upon the Customer's subscription. The applicable Tariff sections constitute the complete and exclusive expression of the parties' relationship. These Tariff provisions may only be modified by: (1) a subsequent Tariff filing; or (2) a written agreement, signed by an authorized Company representative, which identifies both the Tariff provisions being modified or superseded, if applicable, and the specific nature of the change.
- 2.23.2 All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the Service(s) are fit for the particular purpose of the Customer. The Company makes no warranties with respect to the Service(s) other than that the Service(s) will conform to the description contained in the Tariff. Further Company liability will be such as described in Section 2.3 of this Tariff.

2.24 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access

3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. The availability of each outbound Service is included in the description for that Service. Each Service has two (2) Rate Options. Rate Option 1 is available to all Customers. Rate Option 2 is available to Business and Residential Customers with Total Usage greater than \$100 per month that request Rate Option 2.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services - Switched Access (continued)

3.1.2 DCR Banded

DCR Banded is an outbound only, mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
1	\$10.00	1 Minute	1 Minute
2	\$100.00	1 Minute	1 Minute
3	\$200.00	1 Minute	1 Minute
4	\$300.00	1 Minute	1 Minute
5	\$10.00	1 Minute	1 Minute
6	\$100.00	1 Minute	1 Minute
7	\$200.00	1 Minute	1 Minute
8	\$300.00	1 Minute	1 Minute
9	\$10.00	1 Minute	1 Minute
10	\$100.00	1 Minute	1 Minute
11	\$200.00	1 Minute	1 Minute
12	\$300.00	1 Minute	1 Minute

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3.1 Outbound Services - Switched Access

3.1.3 DCR Business Banded

DCR Business Banded is an outbound only, mileage sensitive long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
13	\$50.00	1 Minute	1 Minute
14	\$100.00	1 Minute	1 Minute
15	\$250.00	1 Minute	1 Minute
16	\$500.00	1 Minute	1 Minute

3.1.4 DCR Residential Banded

DCR Residential Banded is an outbound only, mileage sensitive long distance pricing plan available to Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
17	\$50.00	1 Minute	1 Minute
18	\$100.00	1 Minute	1 Minute
19	\$250.00	1 Minute	1 Minute
20	\$500.00	1 Minute	1 Minute

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3.1 Outbound Services - Switched Access (continued)

3.1.5 DCR Flat Rated

DCR Flat Rated is an outbound only, non-mileage sensitive long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The Company's rate plans are offered based on the Customer's TU. Plan availability is as follows:

Plan	Minimum TU	Initial Period	Additional Period
21	\$50.00	1 Minute	1 Minute
22	\$60.00	1 Minute	1 Minute
23	\$70.00	1 Minute	1 Minute
24	\$80.00	1 Minute	1 Minute
25	\$90.00	1 Minute	1 Minute
26	\$100.00	1 Minute	1 Minute
27	\$120.00	1 Minute	1 Minute
28	\$140.00	1 Minute	1 Minute
29	\$160.00	1 Minute	1 Minute
30	\$180.00	1 Minute	1 Minute
31	\$200.00	1 Minute	1 Minute
32	\$250.00	1 Minute	1 Minute

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3.1 Outbound Services - Switched Access (continued)

3.1.6 Discount Call Rating

Discount Call Rating is an outbound only, long distance pricing plan. Service is available to Business Customers and Residential Customers that (1) utilize Switched Access to reach the long distance network and (2) meet the TU requirement shown in the table below.

Plan	Minimum TU	Initial Period	Additional Period
A	\$10.00	1 Minute	1 Minute
B	\$100.00	1 Minute	1 Minute
C	\$200.00	1 Minute	1 Minute
D	\$300.00	1 Minute	1 Minute

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3.2 Inbound Services

3.2.1 General

Inbound Services permit calls to be completed to the Customer's location without charge to the calling party. All inbound Services are interstate offerings, but the Customer has the option to use the Services to receive intrastate calls. Each Service has two (2) Rate Options. Rate Option 1 is available to all Customers. Rate Option 2 is available to Business and Residential Customers with Total Usage greater than \$100 per month that request Rate Option 2.

3.2.2 DCR 800/888

DCR 800/888 Service is an inbound only long distance pricing plan. Calls are originated from any point in the State on any type of access but are terminated via Switched Access lines to the Customer's location. DCR 800/888 permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location. DCR 800/888 is available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network of the DUC. The Company offers DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800, DCR Flat Rated 800, and Discount Call Rating 800. The availability of service, TU requirements, initial period, and additional periods are the same as Sections 3.1.2 through 3.1.5 of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 DCR Travel Card Services

3.3.1 General

Travel card Services enable the end user to originate a call from a touch tone telephone by dialing an 800 access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

3.3.2 DCR Travel Card

The DCR Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's outbound Service offerings. The initial period is one (1) minute or fraction thereof and the additional period is each one (1) minute or fraction thereof.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Directory Assistance

3.4.1 General

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party located in another LATA.

3.4.2 Availability of Services

Intrastate Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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3.5 DCR Toll Protect Service

DCR Toll Protect Service is an optional Service offered to limit the Customer's financial losses incurred in the form of direct usage and all Service charges incurred against their account as a result of fraudulent access and use of the Customer's account by persons not physically located at the Customer's Premises. If an unauthorized user causes charges to be incurred to a DCR Toll Protect Service Customer in violation of legal and acceptable procedures as defined by state, federal, or local government law or is contrary to any rule set forth by the Federal Communications Commission, the Company will relieve all such financial responsibility after the provision of: (1) an incident report from a local, state, or federal law enforcement agency detailing the occurrence of such fraud and (2) the satisfaction of a \$100.00 deductible credit to be applied against all losses occurring as a result of each reported incident.

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SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.1 DCR Banded, DCR Business Banded, DCR Residential Banded, DCR Flat Rated
Service Plans, and Discount Call Rating

(A) Rate Level 1

Rate Mileage	Rate Per Minute		
	Day	Evening	Night
All	\$.4560	\$.4560	\$.4560

(B) Rate Level 2

Rate Mileage	Rate Per Minute		
	Day	Evening	Night
All	\$.4560	\$.3648	\$.2736

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SECTION 4 - RATES AND CHARGES

4.2 Inbound Services

4.2.1 DCR 800/888

DCR Banded 800, DCR Business Banded 800, DCR Residential Banded 800,
DCR Flat Rated 800, and Discount Call Rating 800

(A) Rate Level 1

	Rate Per Minute		
Rate Mileage	Day	Evening	Night
All	\$.4560	\$.4560	\$.4560

(B) Rate Level 2

	Rate Per Minute		
Rate Mileage	Day	Evening	Night
All	\$.4560	\$.3648	\$.2736

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SECTION 4 - RATES AND CHARGES

4.3 Travel Card Services

4.3.1 DCR Travel Card Service

The per minute rates are as follows:

Rate Plans	Rate Per Minute
1, 5, 9, 13, & 17	\$0.3000
2, 6, 10, 14, & 18	\$0.2500
3, 7, 11, 15, & 19	\$0.2800
4, 8, 12, 16, & 20	\$0.2700
21 - 27	\$0.2600
28 - 32	\$0.2500
Minimum Rate Pricing A	\$0.2500
Minimum Rate Pricing B	\$0.2500
Minimum Rate Pricing C	\$0.2500
Minimum Rate Pricing D	\$0.2500

Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

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4.4 Directory Assistance Services

Direct dialed calls to directory assistance will be billed at \$1.00 per call.

100.004.44110
Discount Call Rating, Inc.
Roco Genova, President
41 Watchung Plaza, Suite 106
Montclair, New Jersey 07042

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4.5 Miscellaneous Charges

4.5.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating a Customer's 800 and other toll-free numbers and Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

000004440

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

0144533

WATS MARKETING, INC.
41 WATCHUNG PLAZA-SUITE 108
MONTCLAIR, N.J. 07043

55-760312

9488

EXPLANATION	AMOUNT

PAY
AMOUNT
OF

Two hundred fifty and 00/100

DOLLARS

CHECK
AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER	CHECK AMOUNT
9-14-97	South Dakota RUC.	Filing Fee	9488	\$250.00

WATS MARKETING, INC.

PNC BANK, N.A.
COMMUNITY OFFICE, BLOOMFIELD, N.J. 07003

Ray D. Damm
AUTH. SIG.

⑈009488⑈ ⑆031207607⑆ 8103388147⑈

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (800) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

09/12/97 through 09/18/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC97-156	Application by Discount Call Rating, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) "The Applicant will offer outbound and inbound telecommunications services, directory assistance service, and calling card service...Applicant does not and will not offer alternative operator services."	09/15/97	10/03/97
TC96-054	Application by McLeodUSA Telecommunications Services, Inc. to amend its Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) "McLeodUSA currently offers local, long distance interexchange, MTS, WATS, virtual private network services, and private line telecommunications services via resale in South Dakota in several U S WEST exchanges. By this Application, McLeodUSA seeks authority to provide these same services on a facilities basis in all U S WEST Communications, Inc. exchanges in South Dakota; intrastate interexchange throughout South Dakota; and prepaid calling card services throughout South Dakota."	09/15/97	10/03/97
TC97-158	Application by United Services Telephone, LLC for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) "UST proposes to offer outbound message telecommunications service and inbound toll-free (800/888) services to its customers through switched and dedicated access facilities provided by its underlying carriers...Applicant proposes to offer South Dakota intrastate long distance services in conjunction with interstate services."	09/16/97	10/03/97
NONCOMPETITIVE TELECOMMUNICATIONS FILING			
TC97-157	U S WEST Communications filed to introduce Uniform Access Solution Service in its Exchange and Network Services Tariff. "Uniform Access Solution provides customers a digital connection from their PBX or Call Distribution System to the Public Switched Network...Uniform Access Solution offers an alternative to Digital Switched Service utilizing DID per trunk arrangements when only one number is required for switching of local exchange and toll network calls...U S WEST proposes an effective date of October 15, 1997." (Staff: DJ/CH)	09/16/97	10/03/97

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Norum at: terry@pub.state.sd.us. Faxing the address to the Commission at: 605-773-3809

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
DISCOUNT CALL RATING, INC. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC97-156

On September 15, 1997, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24.02, received an application for a certificate of authority from Discount Call Rating, Inc. (DCR).

DCR proposes to offer inbound, outbound conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in South Dakota. A proposed tariff was filed by DCR. The Commission has classified long distance service as fully competitive.

On September 18, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of October 3, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled December 2, 1997, meeting, the Commission considered DCR's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that DCR not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24.02 and 20:10:24.03. The Commission finds that DCR has met the legal requirements established for the granting of a certificate of authority. DCR has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves DCR's application for a certificate of authority, subject to the condition that DCR not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that DCR's application for a certificate of authority is hereby granted, subject to the condition that DCR not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that DCR shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 12th day of December, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Aileen Kees

Date 12/13/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

NO. 04. 44-3

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State Of South Dakota

Authority was Granted December 2, 1997
Docket No. TC97-156

This is to certify that

DISCOUNT CALL RATING, INC.

is authorized to provide telecommunications services in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24.02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 12th day of December, 1997.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner