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COMMISSION CLERK

December 7, 2005

VIA U.S. MAIL - Certified

Mrs. Blanca Bayo

Florida Public Service Commission

Division of Commission Clerk and

Administrative Services

2540 Shumard Oak Blvd.

Tallahassee, Florida 32399-0850

Re: Payless Telephone Company, Inc. - IXC Registration

Dear Mrs. Bayo:

Enclosed please find an original and five copies of Payless Telephone Company, Inc.'s Signed IXC Registration along with five copies of its proposed tariff.

Kindly acknowledge receipt of this filing by date stamping the extra copy of this letter and returning in the self-addressed stamped envelope provided for your convenience.

If you have any questions regarding this filing, please do not hesitate to contact me directly at (305) 215.0045.

Thank you for your assistance in this regard.

Sincerely,

Angel Leiro

Communications Consultant

Cc: Gloria Diaz, Director Business Development

8:11:42 DI 337 - -

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PSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

11592 DEC 128

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name	Payless Telephone Company, Inc.			
Florida Secretary of State I	Registration No. P98000036389			
Fictitious Name(s) as filed	at Fla. Sec. of State not applicable			
Company Mailing Name	PAYless Telephone Company, Inc.			
Mailing Address	2500 East Hallandale Beach Blvd.			
	Ste 800, Hallandale Beach, F1. 33009			
Web Address	www.paylesstelephonecompany.com			
E-mail Address	adiaze payless telephone co. com			
Physical Address	2500 EAST Hallandale Beach Blud.			
	Ste 800, Hallandale Boach, F1. 33609			
Company Liaison	Gloria Diaz			
Title	Director of Business Development			
Phone	954-455-5008			
Fax	954 - 455 - 4008			
E-mail address	adiaz @ payless telephone co. com			
Consumer Liaison to PSC	Gloria Diaz			
Title	Director of Business Development			
Address	2500 EAST HALLANDALE Beach Blud., HallandAleBehFI.			
Phone	954-455-5008			
Fax	954 -455-4008			
E-mail address	adiaze payless telephoneco. Com			
My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.				
47	Ricardo Canal, CEO			
Signature of Comp	1			
1216	, 05			

Effective: 07/15/2003

Date

11592 DEC 12 8

DECUMENT NUMBER-CATE

TITLE SHEET

FLORIDA INTEREXCHANGE SERVICES TARIFF

OF

PAYLESS TELEPHONE COMPANY, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Payless Telephone Company, Inc., with principal offices at 2500 East Hallandale Blvd., Suite 800, Hallandale Beach, FL 33009. This tariff applies for intrastate services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: December 10, 2005

EFFECTIVE:

By:

CHECK-SHEET

The tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION	SHEET	REVISION
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Original	24 25 26 27 28	Original Original Original Original

^{*} Indicates new or revised sheet with this filing

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TABLE OF CONTENTS

Title Sheet1
Check Sheet
Table of Contents3
Alphabetical Index4
Symbols Sheet5
Tariff Format Sheets6
Section 1.0 - Technical Terms and Abbreviations7
Section 2.0 - Rules and Regulations9
Section 3.0 - Description of Service
Section 4.0 - Rates 24

ISSUED: December 10, 2005

EFFECTIVE:

By:

PAYLESS TELEPHONE COMPANY, INC.

Alphabetical Index

SUBJECT	
Abbreviations	7
Advance Payments	11
Applicable Law	16
Calculation of Distance	20
Cancellation by Customer	14
Cost of Collection and Repair	17
Definitions	7
Deposits	11
Description of Service	19
Directory Assistance	24
Discounts for Hearing Impaired Customers	28
Inspection, Testing and Adjustment	12
Interruption of Service	12
Late Payment Charge	27
Liability	12
Limitations of Service	9
Minimum Service Period	14
Payment and Credit Regulations	11
Quality and Grade of Service Offered	19
Rates - General	24
Rates - 1 + Long Distance Service	24
Rates - Toll Free Inbound Service	27
Rates - Prepaid Travel Card Service	26
Rate Periods	20
Refunds and Credits for Service Outages	12
Refusal or Discontinuance by Company	14
Return Check Charge	27
Rules and Regulations	9
Service Offerings (Descriptions)	21
Service Promotions	17
Taxes	12
Technical Terms	7
Terminal Equipment	16
Tests, Pilots, Promotional Campaigns	17
Timing of Calls	19
Use of Service	16

ISSUED: December 10, 2005

EFFECTIVE:

By:

SYMBOLS SHEET

- D Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In A Reduction To A Customer's Bill
- ${f T}$ Change in Text Or Regulation But No Change In Rate Or Charge

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED: December 10, 2005

EFFECTIVE:

By:

TARIFF FORMAT SHEETS

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
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D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

ISSUED: December 10, 2005 EFFECTIVE:

By:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

C.O. - Central Office

FCC - Federal Communications Commission

FPSC - Florida Public Service Commission

IXC - Interexchange Carrier

LATA - Local Access Area Transport

LEC - Local Exchange Carrier

MTS - Message Telecommunications Service

PBX - Private Branch Exchange

1.2 Definitions

<u>Authorized User</u> - A person, firm or corporation or other entity who is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and regulations of this tariff.

<u>Carrier or Company</u> - Used throughout this tariff to refer to Payless Telephone Company, Inc. unless otherwise clearly indicated by the context.

<u>Company</u> - Used throughout this tariff to refer to Payless Telephone Company,
Inc. unless otherwise clearly indicated by the context.

<u>Customer</u> - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Customer is also a Subscriber when the Customer orders services on behalf of him/herself.

<u>Dedicated Access</u> - Where access between the Customer and the interexchange carrier is provided on dedicated circuits.

End User - Any person, firm, corporation, partnership or other entity which use the services of the Carrier under the provisions and regulations of this tariff. The end User is responsible for payment unless the charge for the services utilized are accepted and paid by another Customer.

<u>Serving Wire Center</u> - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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By: Ricardo Canal, President 2500 East Hallandale Beach Blvd. Suite 800

Hallandale Beach, FL 33009

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

1.2 Definitions (Cont'd)

<u>Switched Access</u> - Where origination or terminating access between the <u>Customer and the interexchange</u> is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

 \underline{V} & \underline{H} Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

<u>Access Line</u> - An arrangement which connects the customer's location to the Company's network switching center.

<u>Authorization Code</u> - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.

Company or Carrier - Payless Telephone Company, Inc.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through
Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

<u>Holidays</u> - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

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By:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. The Company's services and facilities are available 24 hours per day, 7 days per week.

The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or any provisions of this tariff.

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2.2 Limitations (Cont.)

- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or failure to establish connections.
- 2.2.6 Company reserves the right to discontinue the offering of service or deny an application for service if changes in Regulation materially and negatively impacts the financial viability of the service in the best judgment of the Company.

2.3 Payment and Credit Regulations

By:

2.3.1 The Customer is responsible for payment of all charges for Services and equipment furnished to the Customer or to an authorized User of the Customer by Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customers bills shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate.

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- 2.3.2 Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. Late payment fees apply pursuant to section 4 of this tariff.
- 2.3.3 In the event that the Company incurs fees or expenses, including attorney's fees, collection or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.
- 2.3.4 The Company reserves the right to assess a return check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.
- 2.3.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Travel Card Numbers. Customers are responsible for the security and usage of all Travel Card numbers. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Customers may be required to accept a Travel Card number change if the Customer claims that unauthorized calls were made using his/her assigned number.

2.3.6 Deposits

The Company does not require a deposit from the customer.

2.3.7 Advance Payments

For customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

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2.3.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the rates listed in this tariff.

2.4 Refunds or Credits for Service Outage or Deficiencies

2.4.1 Credit Allowances for Interruption of Service

Credit allowances for interruptions of services are limited to the minimum initial period call charges for re-establishing the interrupted call.

2.4.2 Inspection, testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and

SECTION 2 - RULES AND REGULATIONS continued

2.4.2 Inspection, Testing and Adjustment Cont'd

allowance will be granted for the time during which such tests and adjustments are made. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Liabilities of the Company

(A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

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2.4.3 Liabilities of the Company (Cont'd)

- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction or any such service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any cause beyond the Company's direct control.
- The Company shall not be liable for, and shall be fully (C) indemnified and held harmless by Customer or other users of its services against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract , proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information or consent revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, or removal of equipment or wiring provided by the Company of not directly caused by negligence of the Company.
- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If Objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED: December 10, 2005 EFFECTIVE:

2.5 Minimum Service Period

The minimum service period is one month (30) days.

2.6 Cancellation by Customer

Unless otherwise specified in writing and agreed to between the Customer and the Company, no charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

Unless otherwise specified in writing and agreed to between the Customer and the Company when an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee, which is the lesser of the costs incurred by the Carrier, or 2) the charge for the minimum period of service ordered, plus installation charges.

Customers of Company may cancel service by providing thirty days written notice to Company. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date or as may be otherwise stated in an Agreement between the Customer and the Company.

2.7 Refusal or Disconnection of Service by Carrier

- 2.7.1 The Company (Carrier), upon 5 working days written notice (except is extreme circumstances) to the customer provided in a mailing separate from the Customer's regular bill for service, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- 2.7.2 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.7.4 A violation of any regulation governing the service under this tariff.
- 2.7.5 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

ISSUED: December 10, 2005

EFFECTIVE:

By:

- 2.7.6 Service may be disconnected without notice in the event of unauthorized or fraudulent use of service. For tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition. Whenever service is discontinued for fraudulent use of service, Company may, before restoring use of service, require the Customer to make, at his or her or its (if a Company) own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- 2.7.7 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.7.8 For periods of inactivity over sixty (60) days.

2.8 Interruption of Service

- Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.8.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

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2.8.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = $A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours "C" - total monthly charge for affected facility

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Company's Florida intrastate or interstate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Public Service Commission.

2.10 Employee Concessions

[Reserved for Future Use]

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as may otherwise be provided. Customer is responsible for all costs and his or her or its (if a company) premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law and jurisdiction shall be in Miami-Dade County.

ISSUED: December 10, 2005 EFFECTIVE:

By:

2.13 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of the monies due Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.14 Restoration of Service

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.16 Credit Requirements

The Company reserves the right to deny or cancel to entities, which do not meet the Company's credit requirements or for whom credit information is not available.

ISSUED: December 10, 2005 EFFECTIVE:

2.17 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

ISSUED: December 10, 2005

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By:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 95% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.2 Timing of Calls

When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.2.1 Billing Increments

The minimum call duration and usage measurement and rounding for billing purposes is specified on per-product basis in the rate section of this Tariff.

3.2.2 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.2.3 <u>Uncompleted Calls</u>

There shall be no charges for uncompleted calls.

ISSUED: December 10, 2005 EFFECTIVE:

By:

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates

Tape and Bell's NECA Tariff No. 4.

FORMULA:

By:

The square root of:

3.4 Rate Periods

Unless otherwise indicated elsewhere in this Tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods.

- 3.4.1 Day Rate Period Applies to that portion of a call occurring from 8:00 A.M. to, but not including, 5:00 P.M. Sunday through Friday.
- 3.4.2 Evening Rate Period Applies to that portion of a call occurring from 5:00 P.M. to, but not including 11:00 P.M. Sunday through Friday.
- 3.4.3 Night/Weekend Rate Period Applies to that portion of a call occurring from 11:00 P.M. to, but not including 8:00 A.M. all days, 8:00 A.M. to, but not including, 11:00 P.M. Saturday; 8:00 A.M. to, but not including, 5:00 P.M. Sunday.
- 3.4.4 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of that call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

ISSUED: December 10, 2005 EFFECTIVE:

3.5 Service Offerings

Company offers a variety of telecommunications services to its Customers. Intrastate service is offering in conjunction with interstate service.

3.5.1 1 + Long Distance Service

Company's Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling "1 +" long distance calling. Calls originate via switched or dedicated access facilities using normal business or residential lines. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds.

3.4.2 Toll Free - 800/888 (Inbound) Long Distance Service

Toll Free or 800/888 (Inbound) Long Distance Service is offered to residential and business customers. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six (6) second increments; with an initial period of eighteen (18) seconds minimum call duration. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

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3.4.3 Calling/Travel Card Service

Calling/Travel Card Service is a calling card service offered to residential and business customers who subscribe to the Company's Long Distance Service calling plan. Customers using the Company's calling card service access the service by dialing a Toll Free number followed by an account identification number and the number being called. This service permits subscribers utilizing the Company's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

In addition to the per minute rates, a per call rate may apply.

3.4.4 Operator Services

The Company's operator services are provided to residential and business customers who "presubscribe" to this service for intrastate or interstate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Company operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

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3.4.4.A Operator Dialed Surcharge

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the Payless Telephone Company, Inc.'s network facilities.
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

3.4.5 Directory Assistance

Directory Assistance is available to Customers of Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance Bureau is able to furnish the requested telephone number.

ISSUED: December 10, 2005 EFFECTIVE:

By:

SECTION 4 - RATES

4.1 General

Rates may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

4.2 1 + Long Distance Service

4.2.1 Switched Access Service Rates

Calls are billed in six (6) increments with a minimum call duration of eight (18) seconds.

(A) InterLATA per minute Rates;

DAY		EVENING		NIGHT/WKND		
MILEAGE	Init.	Add'l	Init.	Add'l	1 st	Add'l
BAND	18 Sec.	6 Sec.	6 Sec.	18 Sec.1	18 Sec.	6 Sec.
0 - 10	0.0600	0.0200	0.0450	0.0150	0.0360	0.0120
11 - 22	0.0660	0.0220	0.0510	0.0170	0.0390	0.0130
23 - 55	0.0750	0.0250	0.0570	0.0190	0.0420	0.0140
56 - 124	0.0810	0.0280	0.0570	0.0190	0.0450	0.0150
125 - 292	0.0840	0.0280	0.0570	0.0190	0.0450	0.0150
293 - 430	0.0840	0.0280	0.0600	0.0200	0.0480	0.0160
431 - 624	0.0840	0.0280	0.0630	0.0210	0.0480	0.0160

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SECTION 4 - RATES - (Cont'd)

4.2.2 Dedicated Access Service Rates

Calls are billed in six (6) increments with a minimum call duration of thirty (30) seconds.

IN addition to the per minute rates a monthly coordination fee of \$50.00 per DS1 is applicable.

(A) InterLATA per minute Rates;

	DAY		EVENING		NIGHT/WKND	
MILEAGE	Init.	Add'l	Init.	Add'l	1 st	Add'l
BAND	18 Sec.	6 Sec.	6 Sec.	18 Sec.1	18 Sec.	6 Sec.
0 - 10	0.0540	0.0180	0.0405	0.0135	0.0324	0.0108
11 - 22	0.0594	0.0198	0.0459	0.0153	0.0351	0.0117
23 - 55	0.0675	0.0225	0.0513	0.0171	0.0378	0.0126
56 - 124	0.0729	0.0243	0.0513	0.0171	0.0405	0.0135
125 - 292	0.0756	0.0252	0.0513	0.0171	0.0432	0.0144
293 - 430	0.0756	0.0252	0.0540	0.0180	0.0432	0.0144
431 - 624	0.0756	0.0252	0.0567	0.0189	0.0432	0.0144

4.3 Toll Free - 800/888 (Inbound) Long Distance Service

4.3.1 Switched Toll Free Inbound Service

	Initial	Add'l.
	18 Sec.	6 Sec.
	<u>Period</u>	Period
Day	\$0.0764	\$0.0255
Evening	0.0741	0.0247
Night/Weekend	0.0741	0.0247

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SECTION 4 - RATES - (Cont'd)

4.3.2 Dedicated Toll Free Inbound Service

	Initial	Add'l.
	18 Sec.	6 Sec.
•	Period	Period
Day	\$0.0458	\$0.0153
Evening	0.0386	0.0129
Night/Weekend	0.0281	0.0094

4.4 Calling Card Service

Rate per minute - \$0.20. Plan is billed in full minute increments after an initial call duration of one (1) minute.

PER CALL CHARGE OF \$0.80

4.5 Operator Services (For presubscribed customers)

4.5.1 Usage Rates: The appropriate rate found under 4.3 shall apply.

4.5.2 Operator Charges:

Collect Station-to-Station	\$1.00
Collect Person-to-Person	\$3.25
Person-to-Person	\$3.25
Station-to-Station	\$1.00
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.75
Operator Dialed Surcharge	\$0.75

4.6 <u>Directory Assistance</u>

PER MINUTE CHARGE - \$0.85

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SECTION 4 - RATES (Cont'd)

4.7 <u>Determining Applicable Rate in Effect</u> (If IXC rates are time of day sensitive)

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

4.8 Payment of Calls

4.8.1 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.8.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

4.9 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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SECTION 4 - RATES (Cont'd)

4.10 Discounts For The Hearing Impaired Customers

4.10.1. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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