

REQUEST TO ESTABLISH DOCKET
(Please Type)

Date: October 5, 2004 Docket No. 041184-TT

1. Division Name/Staff Name: Division of Competitive Markets and Enforcement/Toni McCoy

2. OPR: Toni McCoy, CMP

3. OCR: GCO

4. Suggested Docket Title: Acknowledgement of registration a intrastate interexchange telecommunications company, effective October 4, 2004, by Electronic Value Services, INC. d/b/a eSVS, INC.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

A. Provide NAMES OR ACRONYMS ONLY if a regulated company.

B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)

1. Parties and their representatives (if any):

2. Interested persons and their representatives (if any):

6. Check one:

Documentation is attached.

Documentation will be provided with recommendation.

ORIGINAL



RECEIVED-FPSC

OCT-5 PM 4:18

COMMISSION
CLERK

Tuesday, September 30, 2004

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: Application of Electronic Stored Value Services, Inc. for Registration as an
Interexchange Carrier Telephone Corporation.

Dear Sir or Madam:

On behalf of Electronic Stored Value Services, Inc. ("eSVS"), enclosed for filing are an
original and two (2) copies of the above referenced application.

Please date stamp the enclosed extra copy of this filing and return it in the attached self-
addressed, postage prepaid envelope provided. Should you have any questions concerning this
filing please do not hesitate to contact me directly.

Regards,

Matthew J. Larkin, President
Electronic Stored Value Services, Inc.
(o) 1.603.424.9565
(m) 1.603.494.0825

2004 OCT -4 AM 10:23
DIVISION OF
COMPETITIVE SERVICES

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

ELECTRONIC STORED VALUE SERVICES, INC.
7 CHOCORUA LANE • MERRIMACK, NH • O/F 1.603.424.9565

DOCUMENT NUMBER-DATE

10728 OCT-5 8

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name: Electronic Stored Value Services, Inc.

Florida Secretary of State Registration No.: F03000001687

Fictitious Name(s) as filed at Fla. Sec. of State: N/A

Company Mailing Name: Electronic Stored Value Services, Inc.

Mailing Address: 7 Chocorua Lane, Merrimack, NH 03054

Web Address: http://www.iprepay.net

E-mail Address: customerservice@iprepay.net

Physical Address: 7 Chocorua Lane, Merrimack, NH 03054

Company Liaison: Matthew J. Larkin

Title: President

Phone: 1.603.424.9565

Fax: 1.603.424.9565

E-mail address: mlarkin@esvs.net

Consumer Liaison to PSC: Matthew J. Larkin

Title: President

Address: 7 Chocorua Lane, Merrimack, NH 03054

Phone: 1.603.424.9565

Fax: 1.603.424.9565

E-mail address: mlarkin@esvs.net

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.

Matthew J. Larkin
Signature of Company Representative

Matthew J. Larkin
Printed/Typed Name of Representative

9/30/04
Date

Effective: 07/15/2003



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 4, 2003

CT CORPORATION SYSTEM

Qualification documents for ELECTRONIC STORED VALUE SERVICES, INC. were filed on April 4, 2003 and assigned document number F03000001687. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 203A00020458

Electronic Stored Value Service, INC.
eSVS, INC.

Florida Tariff No. 1
Original Sheet 1

TITLE SHEET

RESALE TELECOMMUNICATIONS TARIFF

This tariff applies to the resold long distance interexchange telecommunications services furnished by Electronic Stored Value Services, Inc. ("eSVS") ("Carrier") between one or more points in 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 Carrier's principal place of business, 7 Chocorua Lane, Merrimack, New Hampshire 03054.

ISSUED: 9/30/2004

EFFECTIVE:

By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

Electronic Stored Value Service, INC.
eSVS, INC.

Florida Tariff No. 1
Original Sheet 2

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

ISSUED: 9/30/2004

EFFECTIVE:

By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

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ISSUED: 9/30/2004

EFFECTIVE:

By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

Electronic Stored Value Service, INC.
eSVS, INC.

Florida Tariff No. 1
Original Sheet 4

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
- T - Change in Text Or Regulation But No Change In Rate Or Charge

ISSUED: 9/30/2004

EFFECTIVE:

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Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC 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:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, 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 FPSC.

ISSUED: 9/30/2004

EFFECTIVE:

By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

Calling Card - A prepaid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a prepaid account. Calls charged to a Carrier-issued prepaid calling Card will be charged against the debit account.

Carrier - Refers to Electronic Stored Value Services, Inc. (eSVS).

Commission - Refers to the Florida Public Services Commission.

Common Carrier - A Carrier or entity providing telecommunications services to the public.

Complaint - Any oral or written report from a Customer/Customer of telephone service relating to a physical defect, difficulty, or dissatisfaction with the operation of telephone facilities, errors in billing, or the quality of service rendered.

Customer - The person, firm, corporation, or other legal entity that orders service and is responsible for payment of charges due and compliance with the Carrier's tariff regulations.

Holidays - The Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Local Access and Transport Area (LATA) - The term Local Access Transport Area denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange Carrier provides communications services.

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7 Chocorua Lane
Merrimack, NH 03054

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

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

PIN - Personal Identification Number.

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

User - The person(s) utilizing Carrier's services.

ISSUED: 9/30/2004

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By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Carrier

- 2.1.1 The Carrier's services are furnished for communications originating at specified points within the state of Florida under terms of this tariff.
- 2.1.2 Carrier provides the communications services described 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 Carrier's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Carrier's services 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 facilities and provisions of this tariff.
- 2.2.2 The Carrier's reserves the right to discontinue furnishing service or limit the use of service (1) when conditions beyond its control necessitate such discontinuance or limitation of service; or (2) when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Carrier and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Carrier. 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. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for

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Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2.4. (Cont'd) service.

2.2.5. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

2.3 Liabilities of Carrier

2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth herein.

2.3.2 Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.3.3 The liability of Carrier for errors in charges that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously charged or to a refund of the amount erroneously charged.

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

2.3.4.A. Any act or omission of: (1) the Customer; (2) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers warehousemen;

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Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Carrier (Cont'd)

- 2.3.4.B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 2.3.4.C. Any unlawful or unauthorized use of Carrier's facilities and services.
- 2.3.4.D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services.
- 2.3.4.E. Breach in the privacy or security of communications transmitted over Carriers facilities;
- 2.3.4.F. Changes in any of the facilities, operations, or procedures of Carrier that render any equipment, facilities, or services provide by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier

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7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Carrier (Cont'd)

- 2.3.4.F. (Cont'd) and is not provided to Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of the Section 2.3.
 - 2.3.4.G. Injury to property or injury or death to persons, including claims for payments made under Workers Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
 - 2.3.4.H. Any intentional, wrongful act of Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
 - 2.3.4.I. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - 2.3.4.J. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
 - 2.3.4.K. Any non-completion of calls due to network busy conditions;
 - 2.3.4.L. Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether

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7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Carrier (Cont'd)

- 2.3.5. (Cont'd) suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- 2.3.6. Carrier does not guarantee nor make any warranty with respect to installations provide by it for use in an explosive atmosphere. Except at otherwise provided for by applicable law or regulations or determined by a court of competent jurisdiction and unless due to Carrier's negligence, Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- 2.3.7. Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or

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Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Carrier (Cont'd)

- 2.3.7. (Cont'd) nonpreemptibility as may be provided by the other entities.
- 2.3.8. Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented either orally or in writing to Carrier within 180 days after the date of the occurrence that gave rise to the claim.
- 2.3.9 THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXPCET THOSE EXPRESLY SET FORTH HEREIN.

2.4 Deposits

The Carrier does not require a deposit from the customer.

2.5 Customer/Customer Complaints

Customer complaints are handled by a full service customer service department. Carrier's toll free number will be printed on Carrier's prepaid calling cards, if distributed, and is listed on Carriers website at www.iprepay.net. Customers may call 1.800.213.1277, email customerservice@iprepay.net, or submit a written complaint to:

Customer Service
Electronic Stored Value Services, Inc.
7 Chocorua Lane
Merrimack, NH 03054

If the Customer is not satisfied with the Carrier's response, the Customer may contact the Florida Public Services Commission at the following address:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

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By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Credits and Refunds

Credit and refund requests handled are by a full service customer service department. Carrier's toll free number will be printed on Carrier's prepaid calling cards, if distributed, and is listed on Carriers website at www.iprepay.net. Customers may call 1.800.213.1277, email cuatomerservice@iprepay.net, or submit a written complaint to:

Customer Service
Electronic Stored Value Services, Inc.
7 Chocorua Lane
Merrimack, NH 03054

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are separate items and are not included in the quoted rates.

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By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 3 - DESCRIPTION OF SERVICE

3.1 When Billing Charges Begin and End for Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Carrier's services. Usage begins when the called party picks up the receiver, (i.e., when 2-way communications, often referred to as "conversation time" is possible.). When the called party pick up is determined by hardware answer supervision in which the local telephone Carrier sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up.

3.2 Billing Increments

Except as otherwise state herein, calls are billed in one minute increments. The minimum call duration for billing purposes is one minute for a connected call.

3.3 Uncompleted Calls

There shall be no charges for uncompleted calls due to busy numbers or no answer.

3.4 Carrier Prepaid Calling Card Services

3.4.1 General Rules and Regulations

Carrier's service provides voice grade communications service for calls charged to a PIN.

3.4.1.A. Calls That May Not Be Completed

The following types of calls may not be completed with Carrier's prepaid calling service:

- Calls to 500 numbers
- Calls to 700 numbers
- Calls to 900 numbers
- Operator Services
- Conference Calls

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By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.4 Carrier Prepaid Calling Card Services (Cont'd)

3.4.1 General Rules and Regulations (Cont'd)

3.4.1.B. Expiration

Customer PINs expire 180 days after initial use, or after 30 days of inactivity. The expiration date for PINs that are recharged is forwarded and will expire 180 days after the date of recharge or after 30 days of inactivity.

3.4.1.C. Availability

Carrier's prepaid calling service is available twenty-four hours a day, seven days a week from Dual Tone Multi Frequency phones. The number of available PINs is subject to technical limitations. Carrier's prepaid calling cards may be available through distributors.

3.4.1.D. Access and Use

3.4.1.D.1. Carrier's prepaid calling service is accessed using local and toll free access phone numbers listed on the Carrier's website at www.iprepay.net, or on the back of the calling card if distributed.

3.4.1.D.2. All calls must be charged against a prepaid PIN that has a sufficient available balance.

3.4.1.D.3. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such

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By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

Electronic Stored Value Service, INC.
eSVS, INC.

Florida Tariff No. 1
Original Sheet 17

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.4 Carrier Prepaid Calling Card Services (Cont'd)

3.4.1.D.3. (Cont'd) announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. Calls in progress will be terminated by the Carrier if the balance is insufficient to continue the call.

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By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054

SECTION 4 - RATES

4.1 Rate and Charge Application

4.1.1. Carrier services are available in various dollar denominations. These prices include taxes that are calculated based on usage. They do not include sales or excise taxes due at the point of purchase. Carrier prepaid calling service rates apply twenty-four hours per day, seven days per week.

4.1.2. The various dollar denominations may range from \$2.00 to \$50.00, or as otherwise specified by the Carrier. Carrier services will be decremented the appropriate Rate per Minute specified herein, that are in effect at the time the call is made. The Rates per Minute apply to each minute or fraction thereof for a call. Carrier services are rechargeable when purchased online at www.iprepay.net.

4.2 Rates and Charges for Carrier Products

4.2.1. The following Carrier prepaid calling card service products are available at the rate and usage charges set forth below. Additional charges may apply as set forth in Section 4.2.2 of this tariff.

	<u>Local Access Rate</u>	<u>Toll Free Access Rate</u>
Intrastate	\$0.0299	\$0.0420
Directory Assistance	\$0.9900	\$0.9900

4.2.2. Miscellaneous Surcharges

The following surcharges are in addition to standard tariffed usage charges associated with the Carrier's products.

4.2.2.A. Payphone Surcharge

A \$0.59 call surcharge applies to any call that originates from a payphone used to access Carrier's Services.

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EFFECTIVE:

By:

Matthew J. Larkin, President
7 Chocorua Lane
Merrimack, NH 03054