

GC Pivotal LLC d/b/a Global Capacity

TELECOMMUNICATIONS TARIFF

GC Pivotal LLC d/b/a Global Capacity

180 North LaSalle Street, Suite 2430
Chicago, IL 60601

This Tariff contains the rates, terms and conditions applicable to the furnishing of interexchange telecommunications services provided by GC Pivotal LLC d/b/a Global Capacity within the State of Idaho.

Issued: September 23, 2014

Effective: February 13, 2015

By:

Katherine K. Mudge
Executive Vice President & General Counsel
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Idaho Public Utilities Commission
Office of the Secretary
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February 13, 2015
Boise, Idaho

CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	21	Original	*
2	Original	*	22	Original	*
3	Original	*	23	Original	*
4	Original	*	24	Original	*
5	Original	*	25	Original	*
6	Original	*	26	Original	*
7	Original	*	27	Original	*
8	Original	*			
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12	Original	*			
13	Original	*			
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15	Original	*			
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19	Original	*			
20	Original	*			

* - indicates those pages included with this filing.

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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. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 page is the most current.

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SYMBOLS

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

- (C) - Changed regulation.
- (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.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service and enhanced directory services by GC Pivotal LLC d/b/a Global Capacity within the State of Idaho.

SERVICE AREA MAP

GC Pivotal LLC d/b/a Global Capacity will provide intrastate service throughout the State of Idaho.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Access - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Commission - Refers to the Idaho Public Utilities Commission.

Company or Carrier - Refers to GC Pivotal. LLC d/b/a Global Capacity, issuer of this Tariff.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Personal Identification Number (PIN)- See Authorization Code.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

GC Pivotal's services and facilities are furnished for communications originating at specified points within the State of Idaho under terms of this Tariff.

GC Pivotal provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. GC Pivotal 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 GC Pivotal services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations of Service**

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3** 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 for failure to establish connections.

2.4 Assignment and Transfer

All facilities provided under this Tariff are directly or indirectly controlled by GC Pivotal and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of the Company**

- 2.5.1** 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.
- 2.5.2** 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 of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service 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 content 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 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 if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5** The included Tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service****2.6.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Idaho Public Utilities Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Deposits

The Company does not require Customer deposits.

2.6.3 Advance Payments

The Company does not require Advance Payments.

2.6.4 Late Payment Fees

The Company does not bill Customers a late payment fee.

2.6.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Idaho law and Idaho Public Utilities Commission regulations.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont' d.)

2.6.6 Billing Dispute

- A.** Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the date printed on the invoice or statement issued to the Customer. Disputes must be submitted in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C.** Customers may contact the Company's business office at the following toll-free number: 1-866-226-4244
- D.** If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Idaho Public Utilities Commission
472 West Washington
Statehouse
Boise, ID 83720-0074
Telephone: 208-334-0300

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

- 2.7.1** All federal, state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this Tariff, but shall be listed as separate line items on the Customer's bill.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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SECTION 2.0 - RULES AND REGULATIONS, (CON'D.)**2.8 Refunds or Credit for Service Outages or Deficiencies****2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Cancellation or Termination of Service by Customer**

Customers may cancel service in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. GC Pivotal will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Refusal or Discontinuance by Company, (Cont'd.)**

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to GC Pivotal or its agents for the purpose of inspection and maintenance of equipment owned by GC Pivotal or its agents.
- E.** For noncompliance with or violation of Commission regulation or GC Pivotal's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect GC Pivotal's equipment or service to others.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 (Cont'd.)

- G.** Without notice in the event of tampering with the equipment or services owned by GC Pivotal or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, GC Pivotal may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the 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.

2.12 Interconnection

Service furnished by GC Pivotal may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with GC Pivotal's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of GC Pivotal's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES

3.1 General

GC Pivotal provides long distance, travel card and Directory Assistance services for communications originating and terminating within the State of Idaho. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of GC Pivotal's services and network.

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SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the GC Pivotal network is based in part on the duration of the call as follows, unless otherwise specified in this Tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

3.5 Mileage Calculation

The Company does not offer distance-sensitive rates.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.6 Miscellaneous Rates and Charges****3.6.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: 0.50

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.7 Long Distance Service - Basic**

Long Distance Service - Basic ("LDS") is available to Customers of the Company's local exchange service and provides the ability to originate direct dialed calls over switched access lines to called locations outside of the Customer's Local Calling Area, but within the state. Calls are billed in one (1) minute increments with an initial billing period of one (1) minute.

3.7.1 Rates

Rate per minute: \$0.10

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By:

Katherine K. Mudge
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Austin, TX 78758

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**3.8 Directory Assistance**

Directory Assistance is available to Customers of GC Pivotal. 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 charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Rate Per Call: \$1.25

3.8.1 Call Completion:

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

Rate Per Call: \$2.50

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SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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