

Regulations and Rates

of

**INFINITY NETWORKS, INC.**

RESALE TELECOMMUNICATIONS SERVICES

**Case No. 05-878-TP-ACE**

This tariff includes the rates, charges, terms and conditions of service for the provision of alternative operators services to End Users by Infinity Networks, Inc. ("Infinity") between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the office of Infinity Networks, Inc., located at 6601 Vaught Ranch Road, Suite 101, Austin, Texas 78730.

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Issued: July 8, 2005

By:

Travis Torreyson  
6601 Vaught Ranch Road, Suite 101  
Austin, Texas 78730

Effective: August 5, 2005

Case No.: 05-878-TP-ACE

OHn0500

**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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
1	Original	*	26	Original	*
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23	Original	*			
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\* - indicates those pages included with this filing.

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Ohio by Infinity Networks, Inc. subject to the jurisdiction of the Ohio Public Utilities Commission.

**SERVICE AREA MAP**

Infinity Networks, Inc. will provide intrastate service throughout the State of Ohio.

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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (L) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or charge.
- (T) To signify a change or regulation but no change in rate or charge.
- (X) To signify a correction or reissued matter.

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**TARIFF FORMAT**

- A. Page 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. Page 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 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 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. remain 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 on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Automated Collect Call** - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a live operator.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the Inmate. The Called Party accepts responsibility for payment of the charges for use of the Company's services.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission** - Refers to the Public Utilities Commission of Ohio.

**Company or Carrier** - Infinity Networks, Inc., ("Infinity") unless otherwise clearly indicated by the context.

**Correctional Institution** - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with Infinity for the provision of service for use by their Inmate population.

**Customer or Subscriber** - For service provided to Correctional Institutions, the Customer is the entity that enters into a contractual arrangement with the Company. For presubscribed services, the End User is the Customer.

**End User** - Any person who uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment for the services utilized.

**Infinity** - Used throughout this Tariff to refer to Infinity Networks, Inc., ("Infinity").

**Inmates** - The confined population of Correctional Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company.

**MTSS** - Ohio Minimum Telephone Service Standards

**Pay Telephone** - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

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**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 Ohio under terms of this Tariff.

The Company 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. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of an Customer's location to the Company services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services 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 End User and 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 for any use as to which the End User and Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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**SECTION 2 - 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 or End User 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 the Company and neither the End User nor Customer 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 - 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 and/or End User 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service****2.6.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the End User or Customer is responsible for any and all cost(s) incurred as the result of:

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the End User shall be charged to and payable by the End User in addition to the rates indicated in this tariff.
- (C) The End User shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.6.1 Responsibility for Charges, (Cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer according to the MTSS prior to disconnection of service.
- (F) Failure to receive a bill will not exempt an End User or Customer from prompt payment of any sum or sums due the Company.
- (G) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (H) In the event the End User or Customer is overbilled, an adjustment will be made to the Customer's or End User's account and the Customer or End User will be deemed to not owe overbilled amount. If the Customer or End User is underbilled, the Customer or End User is allowed to either pay in lump sum or in installments.
- (I) Customers and End Users who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the Public Utilities Commission of Ohio consumers services division.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service, (Cont'd.)****2.6.2 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the End User for transmission of calls via the Company. The Customer and End User agree 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 and/or End User 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 End User did not individually authorize.

All charges due by the Customer and/or End User 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 Public Utilities Commission of Ohio. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' and/or End Users' 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 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service, (Cont'd.)****2.6.3 Deposits**

- A.** To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the MTSS Rules 4901:1-5-13 and 4901:1-17.
- C.** When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit plus interest, if any, or credit it to the Customer's account.
- D.** Deposits held will accrue interest annually at a rate determined by the Company of at least three (3%) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Revised Code.
- E.** The Company will promptly return the deposit plus interest accrued to date, if any, at any time upon request, if the customer's credit has otherwise been established or reestablished in accordance with 4901:1-17, O.A.C.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service, (Cont'd.)****2.6.4 Late Payment Fees**

A late payment charge of 1.5 percent per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the End User is in arrears. Late payment charges will be applied without discrimination.

**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 (i.e. local exchange company and/or commercial credit card company) and pursuant to Commission regulations.

**2.6.6 Billing Dispute**

- A.** Any objections to billed charges must be reported to the Company or its billing agent within a reasonable period of time. Disputes may be submitted orally or in writing. Adjustments to Customer's or End Users' 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 or End Users may contact the Company's business office at the following toll-free number: 1-866-681-2948, or in writing at Infinity Networks, Inc., Post Office Box 30137, Austin, Texas 78755
- D.** If the Customer or End User is not satisfied with the outcome of the billing dispute, the Customer or End User may contact the Commission at the following address:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43226-0573  
Telephone: 614-466-7532  
Toll Free: 800-686-7826

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.6.7 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

**2.6.8 Billing Entity Conditions**

When billing functions on behalf of Infinity are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Taxes and Fees**

**2.7.1 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's service and is unrelated to the 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 re-originated call (i.e., using the "#" 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 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Cancellation or Termination of Service by End User**

Customers may cancel service verbally or 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. Charges may be avoided by dialing another carrier's access code. 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.

**2.9 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions in accordance with the Minimum Telephone Service Standards as stated in O.A.C. §4901:1-5-17. Service disconnected or suspended under the following conditions will be reconnected in accordance with O.A.C. §4901:1-5-17(M).

- A.** Upon nonpayment of any amounts owing to the Company, the Company may, without incurring any liability, discontinue or suspend service in accordance with O.A.C. §4901:1-5-17(B). The payment schedule and disconnection procedures will be in accordance with O.A.C. §4901:1-5-17(K).
- B.** In accordance with O.A.C. §4901:1-5-17(D) and (E), the Company may, after notification or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:
  - 1. Upon violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  - 2. Upon failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
  - 3. Upon refusal by the Customer to permit the Company access to its facilities;
  - 4. In the event the Customer commits a fraudulent practice as set forth and defined in the Company tariff on file with the Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

- C. In accordance with O.A.C. §4901:1-5-17(G), the Company may, without notice, disconnect service when any of the following conditions exist:
1. In the event of an emergency that may threaten the health or safety of a person or the operation of the Company network.
  2. In the event of Customer use of Company services that adversely affects Company equipment, its service to others, or the safety of Company employees or Customer.
  3. In the event of Customer tampering with equipment owned by or services provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Cost of Collection and Repair**

The Customer is responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.11 Interconnection**

Service furnished by the Company 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 the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.12 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 the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.13 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on End Users or Customers in compliance with the MTSS rules.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1 General**

The Company provides resold long distance services and operator assisted services originating from correctional facilities for communications originating and terminating within the State of Ohio. The Company's services are available twenty-four (24) hours per day, seven (7) days a week.

Customers and/or End Users are charged individually for each call placed through the Company's network. Charges may vary based on individual contracts between the Company and Institutions. Charges may vary by service offering, and/or call duration.

Services provided exclusively for the use of inmates of correctional or confinement institutions may be limited or restricted at the request of the Institution administration. Restrictions include, but are not limited to: call duration limits, call-to number blocking, emergency call blocking, blocked access to a live operator and to alternate carriers, collect or person to person collect only, service availability hours, or other restrictions deemed necessary for the welfare of the institution and safety of the public.

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Issued: July 8, 2005

Effective: August 5, 2005

By:

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Case No.: 05-878-TP-ACE

OHn0500

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

- 3.2.1** Long distance usage charges are based on the usage of the Company's service. Timing of each call begins when a communications path is established and ends when either the called or calling party hangs up. Timing of automated Collect Calls begins when the called party accepts the responsibility for payment.
- 3.2.2** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.2.3** Unless otherwise specified in this tariff, usage beyond the initial period is measured and rounded to the higher full minute for billing purposes.
- 3.2.4** The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon Customer notification or the Company's knowledge.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.3 Rate Periods**

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

**3.4 Mileage Calculation**

The Company does not offer distance-sensitive rates.

**3.5 Institutional Operator Assisted Calling**

Institutional operator assisted service allows Inmates to place collect calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by Infinity. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

**3.5.1** For services provided to Inmates of Institutions, the following special conditions apply:

- A.** Calls to "900", "976" or other pay-per-call services are blocked by Infinity.
- B.** At the request of the Institution, Infinity may block Inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- C.** At the request of the Institution, Infinity may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- D.** At the request of the Institution, Infinity may block Inmate access to specific telephone numbers.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.5 Institutional Operator Assisted Calling, (Cont'd.)****3.5.1 (Cont'd.)**

- E.** Availability of Infinity's services may be restricted by the Institution to certain hours and/or days of the week.
- F.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning Infinity's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- G.** At the request of the Institution, Infinity may impose time limits on local and long distance calls placed using its services.
- H.** At the request of the Institution, equipment may be provided which permits monitoring of Inmate calls by legally authorized government officials.

**3.5.2. Classes of Calls**

**Automated Collect Station Calls:** are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the Infinity system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.5 Institutional Collect-Only Calling Service**

**3.5.2 Institutional Collect-Only Calling Service Rates and Charges**

**A. Local Rates and Charges - Institutional Calling**

**USAGE CHARGES:**

Usage on local operator assisted calls placed by Customers are billed at the local message charge.

Local message charge: \$0.50

**PER CALL CHARGES:**

Collect Station-to-Station \$2.75

**B. IntraLATA & InterLATA Rates and Charges**

**USAGE CHARGES:**

Per Minute Rate: \$0.36

**PER CALL CHARGES:**

Operator Station Collect \$2.75

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.6 Prepaid Institutional Calling Services****3.6.1 General**

Infinity Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Correctional Institutions. This service is designed for those whose credit history is inadequate to receive collect calls as well as for those who simply wish to budget their inmate calls.

Calls are made by dialing either a toll-free access number or other access dialing sequence. Depending on the facility, a Personal Account Code may also need to be entered. Two options are available with Prepaid Institutional Calling Services as described following.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the account holder. The Available Usage Balance expires twelve months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis. Prepaid accounts may be replenished; the minimum initial deposit or replenishment amount is \$25.00.

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OHn0500

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.6 Prepaid Institutional Calling Services, (Cont'd.)****3.6.1 General, (Cont'd.)****A. Option A: Prepaid Debit Account**

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her commissary account to their telephone account. This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the inmate's Personal Identification Number (PIN.) When the inmate places a call, he/she has the option of calling collect or prepaid/debit. Once debit is selected, the inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

**B. Option B: Prepaid Collect Service**

Prepaid Collect Service is available for those parties (Customers) who receive collect calls from inmates in Correctional Institutions. A prepaid account is set up by the Company for the Customer. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via the Customer's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a specified financial institution. The Company does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the account holder of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

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OHn0500

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Prepaid Institutional Calling Services, (Cont'd.)**

**3.6.2 Prepaid Institutional Calling Services - Rates and Charges**

**A. IntraLATA Rates and Charges for Prepaid Collect and Debit**

Per Minute Rate: \$0.25

Per Call Charge: \$0.75

**B. InterLATA Rates and Charges for Prepaid Collect and Debit**

Per Minute Rate: \$0.35

Per Call Charge: \$1.15

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