

**TON SERVICES INC.**  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

Tariff No. 7  
Original Title Page

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**This Tariff, FCC No. 7, replaces in its entirety, FCC Tariff No. 5, which is presently on file with the Commission**

REGULATIONS AND SCHEDULES OF CHARGES

APPLICABLE TO SERVICES FURNISHED

BY

TON SERVICES INC.

**ITC-214-19990202-00079**

Service is provided by radio, terrestrial facilities, submarine cables, earth terminals and communications satellites in connection with the establishment of communications paths between points in the United States, as defined herein, and foreign locations.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**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>		<b>PAGE</b>	<b>REVISION</b>
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	*	29	Original	*		
4	Original	*	30	Original	*		
5	Original	*	31	Original	*		
6	Original	*	32	Original	*		
7	Original	*	33	Original	*		
8	Original	*	34	Original	*		
9	Original	*	35	Original	*		
10	Original	*	36	Original	*		
11	Original	*	37	Original	*		
12	Original	*	38	Original	*		
13	Original	*	39	Original	*		
14	Original	*	40	Original	*		
15	Original	*	41	Original	*		
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

\* - indicates those pages included with this filing

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
TITLE PAGE	Cover
CHECK SHEET	1
TABLE OF CONTENTS	2
CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS	3
TARIFF FORMAT	4
EXPLANATION OF SYMBOLS	5
APPLICATION OF TARIFF	6
STATEMENT OF ORIGINATION	6
SECTION 1 - DEFINITION OF TERMS	7
SECTION 2 - RULES AND REGULATIONS	9
SECTION 3 - SERVICE DESCRIPTIONS	22
SECTION 4 - SERVICE RATES	40
SECTION 6 - CONTRACT SERVICE OFFERINGS	41

**TON SERVICES INC.**  
4185 Harrison Blvd., Suite 301  
Ogden, Utah 84403

Tariff No. 7  
Original Page 3

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**CONCURRING CARRIERS**

No concurring carriers

**CONNECTING CARRIERS**

No connecting carriers

**OTHER PARTICIPATING CARRIERS**

No participating carriers

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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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 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its 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 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 shall be no other symbols used on this page if these are the only changes made to it. 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.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**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 changed regulation.
- (D)** - To signify discontinued rate or regulation.
- (I)** - To signify increase.
- (M)** - To signify matter relocated without change.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduction.
- (S)** - To signify reissued matter.
- (T)** - To signify a change in text, but no change in rate or regulation.
- (Z)** - To signify a correction.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of Resale International Switched Voice Service by TON Services Inc. ("TON") between its Customers and international points as listed herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like limitations.

Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.

**STATEMENT OF ORIGINATION**

The Company's services are offered from all originating locations throughout the United States, as defined in this Tariff.

Posted Date: August 17, 2005

---

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**SECTION 1 - DEFINITION OF TERMS**

**Access Line** - An arrangement which connects the Customer's location to a TON Services Inc. switching center or point of presence.

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

**Available Account Balance** - The amount of usage remaining on a Customer Account at any particular point in time. Each Customer Account has an Initial Account Balance which is stated in either U.S. dollars or Call Units, depending on the type of service. The Available Balance is depleted by the appropriate dollar amount or number of Call Units, respectively, based on the actual usage of the Company's service.

**Call Unit** - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a per-call, real time basis.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End user.

**Commission** - Refers to the Federal Communications Commission.

**Company or Carrier** - TON Services Inc. ("TON") unless otherwise clearly indicated by the context.

**Customer** - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

**Customer Account** - A Company account which is not associated with a Local Exchange Carrier switched access business or residential line. Customer Accounts consist of prepaid balances which are depleted on a real time basis during each call placed on each account.

**Debit Card** - A card issued by the Company which provides the Customer with a PIN and instructions for accessing the Company's network.

Posted Date: August 17, 2005

---

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**SECTION 1 - DEFINITION OF TERMS, (CONT'D.)**

**Depletion** - Reductions in the Available Balance based on usage of the Customer Account. Depletion of Dollar-Based service occurs on a real time basis at the tariffed per minute rates contained herein. Depletion of Unit-Based service occurs on a real time basis at the tariffed number of Call Units per minute contained herein.

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

**Initial Account Balance** - The Available Balance of a Customer Account upon issuance of a PIN and before any Depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

**LEC** - Local Exchange Company

**Personal Identification Number (PIN)** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Prepaid Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Calling Card call.

**Prepaid Calling Card** - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

**Renewal** - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**TON** - Used throughout this tariff to mean TON Services Inc. unless clearly indicated otherwise by the text.

**United States** - The forty-eight contiguous United States including the District of Columbia, Alaska, Hawaii, Guam, Puerto Rico, Commonwealth of the Northern Mariana Islands (CNMI), and the U.S. Virgin Islands.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company's service is furnished to Customers for communication to international locations as specified herein. The Company's service is available twenty-four hours per day, seven days per week, where facilities and equipment exist.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue service 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 the law.
- 2.2.3** 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 connection.
- 2.2.4** Foreign Telecommunications Administrations may impose upon the portion of the end-to-end international service or facilities which they provide certain limitations, prohibitions or restrictions which may have the effect of limiting the ability of Customers to utilize the services furnished by the Company. It is the responsibility of the Customer to confirm any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administration.
- 2.2.5** Service may be discontinued by the Company, without notice to the Customer by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk.
- 2.2.6** Service may be discontinued by the Company, without notice to the Subscriber or Customer, 1) by blocking traffic to or from certain countries, cities, NXX exchanges or individual telephone stations or 2) by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign new authorization codes to replace those codes which have been deactivated.
- 2.2.7** In order to control fraud, the Company may limit the use of Prepaid Card calling from certain countries or areas, including all or part of the United States.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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

**2.3 Assignment or Transfer**

All services provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. All regulations and conditions contained in this tariff shall apply to such permitted assignees or transferees.

**2.4 Use of Service**

- 2.4.1** Service may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.4.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.4.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.4.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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

**2.5 Liability**

- 2.5.1** The Company shall not be liable for 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, 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 an Act of God, fire, war, civil disturbance, or act of government; or by any other cause beyond the Company's direct control.
- 2.5.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.3** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.5 Liability, (Cont'd.)**

- 2.5.4** The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of international long distance service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the call for the period during which the call was affected.
- 2.5.5** With respect to any other claim or suit, but the Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of international long distance service the Carrier's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the call for the period during which the call was affected.
- 2.5.6** The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities, personal identification numbers or authorization codes issued to the Customer by the Company.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Prepaid Card provided to a Customer before or after the expiration date assigned to each Prepaid Account.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.6 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, or single line 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.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.7 Payment for Service**

**2.7.1** Customer is responsible for the prepayment of all charges associated with the Initial Balance and any subsequent renewals prior to usage and depletion. All charges due by the Customer are payable to the Company or to the Company's authorized distributor before the appropriate authorization codes are activated in the Company's Customer database.

**2.7.2** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Personal Identification Numbers. Customers are responsible for the security and usage of all Personal Identification Numbers. The Customer is responsible for all calls placed via their Personal Identification Number (PIN) as a result of the Customer's intentional or negligent disclosure of the Personal Identification Number (PIN).

**2.7.3 Return Check Charges**

The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned by a bank for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Prepaid Account on hold until the check or draft clears or is paid.

**2.7.4 Late Payment Fees**

In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one and one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

**2.7.5** Organizations, resellers, agents, marketing companies, distributors and retailers selling TON Cards must comply with the terms of payment specified in separate agreements with the Company

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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

**2.8 Deposits**

The Company does not collect deposits from its Customers. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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

**2.9 Refusal or Discontinuance by Company**

**2.9.1** The Company, by verbal or written notice to the customer or applicant, may immediately refuse or discontinue service for noncompliance with and/or violations of any federal, state, or municipal law, ordinance, or regulation pertaining to telephone service. Service may also be discontinued or refused for the following reasons:

- A.** For nonpayment of Customer Prepaid Account renewal of a fully depleted balance.
- B.** An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
- C.** Without notice in the event of Customer use in such a manner as to adversely affect the Company equipment, the Company's service to others, or the Company's financial position.
- D.** Without notice in the event of tampering with the equipment furnished and owned by the Company.
- E.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- G.** Authorization Codes are issued only by TON to its Customers and may not be sold or otherwise distributed without the written consent of the Carrier. Any unauthorized or unlawful use of such numbers or authorization codes will result in the immediate termination of the service without notice.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.10 Taxes, Surcharges and Utility Fees**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

- 2.10.1** For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- 2.10.2** 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.
- 2.10.3** The Company may adjust its rates and charges 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. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.10 Taxes, Surcharges and Utility Fees, (Cont'd.)**

**2.10.3 (cont'd.)**

**A. Public Pay 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. The Public Pay Telephone 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's 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 "#" 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.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.10 Taxes, Surcharges and Utility Fees, (Cont'd.)**

**2.10.3 (cont'd.)**

**B. Universal Service Fund Fee (USF)**

The Company will assess all Customers a Universal Service Fund Fee which recovers the Company's contributions to federal programs which support universal service in high cost areas and low income users of telecommunications and assist schools, libraries and rural health care facilities to obtain telecommunications and information services. Universal Service Subsidy fees are subject to periodic adjustment.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimus exemption which exempts the Customer from paying directly into the fund. These percentages will be subject to periodic adjustment.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

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

**2.11 Interconnection with Other Carriers**

Service furnished by the company may be connected with the services or facilities of other carriers. Such service or facilities, if used, 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 TON's service. Any special interface or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS**

**3.1 General**

TON offers its Customers international long distance services in conjunction with its corresponding interstate service. The Customer is ultimately responsible for all charges. Each Customer is charged individually for each call placed through TON's network.

Exclusions. The following call types may not be completed with TON's Prepaid Card service:

Calls to 700 numbers	All Operator Services Calls
Calls to 800 series numbers	Conference Calls
Calls to 900 numbers	
Busy Line Verify and Busy Line Interrupt	
Calls requiring the quotation of time and charges	

Except as may be specifically referenced therein, calls made utilizing TON's Prepaid Card services are not included in any specialized service offerings nor promotions.

Posted Date: August 17, 2005

---

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.2 Timing of Calls**

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

- 3.2.1** Call timing begins when the called party answers the call (i.e., when two way communications are established) including pick up of answering machines & voicemail. 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** For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, TON will reasonably issue credit for the call.

Posted Date: August 17, 2005

---

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.3 Prepaid Card Service - Schedule A**

Prepaid Card Service - Schedule A permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule A Cards are not rechargeable. The Available Usage Balance expires 180 days from the date of activation of the Card. Schedule A cards are sold in \$5, \$10, \$20, \$40, \$60, and \$100 increments. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [1]

**3.3.1 Prepaid Card Service - Schedule A Rates**

The Price per Unit rate for calls made under this Schedule A are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.109
Payphone Compensation Chg., per call:	\$0.763

Posted Date: August 17, 2005

---

**INTERNATIONAL SWITCHED VOICE SERVICES**

---

**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.4 Prepaid Card Service - Schedule C**

Prepaid Card Service - Schedule C permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule C Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four (24) hour recharge amount by phone order is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [9]

**3.4.1 Prepaid Card Service - Schedule C Rates**

The Price per Unit rate for calls made under this Schedule C are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.693
Payphone Compensation Chg., per call:	\$0.693

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.5 Prepaid Card Service - Schedule D**

Prepaid Card Service - Schedule D permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

Schedule D cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule D Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [4,5,6]

**3.5.1 Prepaid Card Service - Schedule D Rates**

The Price per Unit rate for calls made under this Schedule D are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.000
Payphone Compensation Chg., per call:	\$0.711

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.6 Bank Card Service - Schedule E**

Bank Card Service - Schedule E permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule E service by dialing a Company-specified access code.

Schedule E Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [11,12,14]

**3.6.1 Bank Card Service - Schedule E Rates**

The Price per Unit rate for calls made under this Schedule E are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Payphone Compensation Chg., per call: \$0.711

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.7 Prepaid Card Service - Schedule F**

Prepaid Card Service - Schedule F permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule F Cards are rechargeable by phone or in person. The minimum amount that may be recharged by phone is \$25. The maximum daily recharge amount is \$100. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [10]

**3.7.1 Prepaid Card Service - Schedule F Rates**

The Price per Unit rate for calls made under this Schedule F are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.000
Payphone Compensation Chg., per call:	\$0.708

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.8 Prepaid Card Service - Schedule H**

Prepaid Card Service - Schedule H permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Schedule H Cards are rechargeable by phone or in person .in any whole number increment within the constraints for recharging by phone as noted above. The minimum amount that may be recharged by phone is \$25. The maximum twenty-four (24) hour recharge amount is \$100. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [7]

**3.8.1 Prepaid Card Service - Schedule H Rates**

The Price per Unit rate for calls made under this Schedule H are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Payphone Compensation Chg., per call: \$0.711

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.9 Bank Card Service - Schedule I**

Bank Card Service - Schedule I permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule I service by dialing a Company-specified access code.

Schedule I Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [13]

**3.9.1 Bank Card Service - Schedule I Rates**

The Price per Unit rate for calls made under this Schedule I are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Payphone Compensation Chg., per call: \$0.711

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.10 Prepaid Card Service - Kardlink Management**

Prepaid Card Service - Kardlink Management is offered for those Customers who wish to purchase prepaid cards in bulk. This offering is designed primarily for business Customers who provide prepaid cards for use by their employees. Kardlink Management includes a web-based service that allows the Customer to control the amount of money spent each month for phone usage.

Kardlink Management Cards are rechargeable via the Company's website. The Available Usage Balance expires one (1) year from the date of last use of the new card or replenished card, whichever is applicable. Payment for Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable. Payment may be made via automatic bank draft, check or money order. Calling time will then be added to the applicable Kardlink cards in the Customer's account.

The Customer may allot a predetermined amount of time each month to be used for long distance calling for each card. Card renewal may be accomplished either by adding time manually or by setting defaults to add calling time automatically via the Company's Internet web page. Default settings may be changed for all cards on the account or for individual cards.

As part of the service, call detail is made available through the Company's Internet web page. The Customer may view and print statements and receipts on all financial transactions via the web. The Customer may obtain call detail for each individual card or receive a summary of all the cards in the Customer's account.

Call charges are deducted from each card on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [8]

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.10 Prepaid Card Service - Kardlink Management, (Cont'd.)**

**3.10.1 Prepaid Card Service - Kardlink Management Rates**

The Price per Unit rate for calls made under this Schedule are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Payphone Compensation Chg., per call: \$0.72

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.11 Prepaid Card Service - Schedule K**

Prepaid Card Service - Schedule K permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$1.03 balance remaining.

Schedule K Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four (24) hour recharge amount is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule K Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [21]

**3.11.1 Prepaid Card Service - Schedule K Rates**

The Price per Unit rate for calls made under this Schedule K are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.99
Payphone Compensation Chg., per call:	\$0.75
Monthly Recurring Service Fee	\$0.99

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.12 Prepaid Card Service - Schedule L**

Prepaid Card Service - Schedule L permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 units and 1 unit of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$0.792 balance remaining.

Schedule L Cards are rechargeable in person only, and may not be recharged over the phone. The minimum recharge amount is \$5. The Available Usage Balance expires 360 days from the date of last use of the new card or replenished card, whichever is applicable. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [18]

**3.12.1 Prepaid Card Service - Schedule L Rates**

The Price per Unit rate for calls made under this Schedule L are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.74
Payphone Compensation Chg., per call:	\$0.75

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.13 Prepaid Card Service - Schedule M**

Bank Card Service - Schedule M permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule M service by dialing a Company-specified access code.

Schedule M Cards are refreshable. The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the bank account balance is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [24]

**3.13.1 Prepaid Card Service - Schedule M Rates**

The Price per Unit rate for calls made under this Schedule M are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.000
Payphone Compensation Chg., per call:	\$0.711

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.14 Prepaid Card Service - Schedule N**

Prepaid Card Service - Schedule N permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$0.71 balance remaining.

Schedule N Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four recharge amount by phone is \$50. The Available Usage Balance expires 180 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule N are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [22]

**3.14.1 Prepaid Card Service - Schedule N Rates**

The Price per Unit rate for calls made under this Schedule N are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.69
Payphone Compensation Chg., per call:	\$0.75

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.14 Bank Card Service - Schedule O**

Bank Card Service - Schedule O permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule O service by dialing a Company-specified access code.

The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the balance in the account is insufficient to cover the charges associated with the call.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [26]

**3.14.1 Bank Card Service - Schedule O Rates**

The Price per Unit rate for calls made under this Schedule O are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Payphone Compensation Chg., per call: \$0.711

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.15 Employee Service - Schedule P**

Employee Service - Schedule P rates are available to corporate employees and selected fleet customers. Schedule P permits Customers to use their own bank-provided debit card from which telephone call charges are deducted from their account on a daily basis. Customers access Schedule P service by dialing a Company-specified access code.

The card may be used at any time there are sufficient funds in the Customer's bank account (\$25 minimum) or until the account is closed. The available funds are verified during the call at various increments and again at the end of the call. Calls in progress will be terminated if the balance in the account is insufficient to cover the charges associated with the call.

The card may be used at any time there are sufficient funds in the Customer's bank account or until the expiration date on the bank-provided prepaid card or until the bank account is closed.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [ 25 ]

**3.15.1 Employee Service - Schedule P Rates**

The Price per Unit rate for calls made under this Schedule P are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones. A maximum of 100 units may be used for each call.

Payphone Compensation Chg., per call: \$0.75

Posted Date: August 17, 2005

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**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

**3.16 Prepaid Card Service - Schedule Q**

Prepaid Card Service - Schedule Q permits Customers to purchase a prepaid card from which call charges are deducted on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has a usage balance of 5 minutes and 1 minute of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. A call will not be processed if the card has less than \$1.05 balance remaining. This card has special rates available for use with international service to Mexico. Dialing instructions are available in both English and Spanish.

Schedule Q Cards are rechargeable either by phone or in person. The minimum amount that may be recharged by phone is \$5. The maximum twenty-four recharge amount is \$50. A monthly recurring charge applies for each month in which the card has a balance, regardless of usage. The Available Usage Balance expires 90 days from the date of last use of the new card or replenished card, whichever is applicable. Schedule Q Cards are rechargeable in any whole number increment within the constraints for recharging by phone as noted above. Payment for Retail Prepaid Cards and Available Usage in a Customer's Prepaid Account is non-refundable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis. [27]

**3.16.1 Prepaid Card Service - Schedule Q Rates**

The Price per Unit rate for calls made under this Schedule Q are provided in Section 4 following. The number of units charged per minute varies by call depending on the destination country. The payphone compensation charge is waived for calls made from TON payphones.

Access Fee, per call:	\$0.99
Payphone Compensation Chg., per call:	\$0.75
Monthly Recurring Service Fee:	\$0.99

**TON SERVICES INC.**  
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Tariff No. 7  
Original Page 40

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 4 - SERVICE RATES**

Please visit TON's website for International Rates and Charges.

([www.tonservices.com](http://www.tonservices.com).)

Posted Date: August 17, 2005

**INTERNATIONAL SWITCHED VOICE SERVICES**

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**SECTION 5 - CONTRACT SERVICE OFFERINGS**

**5.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.