

Cause No.
Order No.

(Company Name)

Oklahoma Tariff No. 1
Original Page No. 1

TITLE SHEET

Oklahoma Payphone Service Provider Tariff

OF

(Name of Company)
(Street Address of Company)
(City and State)
(Telephone Number)
(Toll Free Telephone Number)

Issued: _____

Company Name
Issuing Officer
Address
Address

Effective:

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CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of these pages.

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	Original
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5	Original
6	Original
7	Original
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9	Original
10	Original
11	Original
12	Original
13	Original
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15	Original
16	Original
17	Original
18	Original

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No."

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SYMBOLS

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

(AT)	means addition to text
(C)	means correction
(CP)	means change in practice
(CR)	means change in rate
(CT)	means change in text
(DR)	means discontinued rate
(FC)	means change in format lettering or numbering
(MT)	means moved text
(NR)	means new rate
(RT)	means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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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 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five 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
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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APPLICABILITY OF TARIFF

The tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of telecommunications services of the Company within the State of Oklahoma. Only those services, terms and conditions and rates and charges approved by the Oklahoma Corporation Commission and contained in this tariff may be provided to End-Users within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Oklahoma Corporation Commission and the Corporation's principal place of business:

(Name of Company)
(Street Address of Company)
(City and State)

These tariffs are available for viewing, during normal business hours, at the Commission and the Corporation's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (toll free number).

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SECTION 1 - TERMS AND ABBREVIATIONS

"Commission" means the Oklahoma Corporation Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

"Customer trouble report" means any oral or written report given to the reseller's repair service or contact person, and/or the Commission's Consumer Services Division by a customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the reseller.

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Oklahoma borders.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Oklahoma, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

"LEC" means a local exchange company which is providing local exchange service.

"OAC 165:56" means the Commission's rules specifically governing Resellers of intrastate toll

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services.

"OAC 165:58" means the Commission's rules specifically governing Payphone service providers.

"Oklahoma Corporation Commission ("OCC" or "Commission")" means the regulatory body authorized by the Constitution of the State of Oklahoma and the laws of the State of Oklahoma promulgated by and enacted by the Governor of Oklahoma, which regulates certain public utilities.

"Operator Service Provider (OSP)" means any common carrier, certified by the Commission, that provides intrastate operator services, or by other person or entity certified by the Commission to provide operator services.

"Payphone service" means the provision of telecommunications service by a payphone service provider through the means of a public or semi-public payphone, which, except for calls to public emergency telephone numbers and other numbers as may be designated by state or federal regulation, is utilized by the use of coins or alternative billing mechanisms, and is accessible by members of the general public.

"Payphone service instrument" means the equipment placed by a payphone service provider to facilitate the provisioning of payphone services to the end-user at a given location.

"Payphone service provider (PSP)" means any person, firm, partnership, corporation, cooperative corporation or other lawful entity providing payphone service as defined in OAC 165:58.

"Reseller" means any person, partnership, cooperative corporation, corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for profit. The term "reseller" as used in this Chapter shall not include LECs or IXC's, which shall be regulated as provided for by 165:55.

"Telecommunications service" means service provided by a reseller including voice, data, and all other types of communications services, under the reseller's tariffs on file with the Public Utility Division of the Commission.

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SECTION 2 - RULES AND REGULATIONS

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF COMPANY

2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Oklahoma under terms of this tariff.

2.2 LIMITATIONS

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company reserves the right to discontinue or limit service to a location owner for any reason stated in this tariff, and for any reason stated in its contract with the location owner.

2.2.4 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.

2.3 LIABILITIES OF THE COMPANY

2.3.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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- 2.3.2 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 an underlying 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.
- 2.3.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted.
- 2.3.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.3.5 The Company shall not be liable for any defacement of or damages to the property of an end-user or property of a location owner resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.
- 2.3.6 The Company shall not be liable for any refund occasioned by services provided by another common carrier, including services furnished by a TSP, OSP, IXC, or reseller.

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2.4 BILLING AND BILLING DISPUTES

- 2.4.1 Charges for calls paid with coins are charged at the time the call is placed. In the event that the Company provides operator services as an adjunct to its payphone service, such charges may be billed in arrears and the provisions of this section will apply.
- 2.4.2 Billing to end-users will be scheduled monthly. A bill will be considered rendered to the end-user when deposited in the United States mail with postage prepaid. If delivery is by means other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.
- 2.4.3 The end-user is responsible for all charges including all calls placed by the use of the end-user's authorization code(s).
- 2.4.4 Payment is due by the invoice date printed on the bill. Payments are sent to the address listed on the bill.
- 2.4.5 If an end-users bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.

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2.4.6 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to an end-user's bill may be directed to the Company's Customer Service Department at (toll free number). The Company shall investigate the particular case and report the results to the end-user. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The end-user shall be required to pay the undisputed part of the bill. In the event the disputed charges are not resolved, the Company shall inform the end-user that the end-user may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the customer with the following information:

Oklahoma Corporation Commission
Consumer Services Division
P.O. Box 52000-2000
Oklahoma City, Oklahoma 73152-2000
(405) 521-2331
(800) 522-8154

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2.5 PAYMENT FOR SERVICE

In the event the Company provides operator and reseller services adjunct to the provision of payphone service, payment for such service shall be made in accordance with the terms of this section.

2.5.1 All charges due by the end-user are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.5.2 Adjustments to end-user's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.6 RETURNED CHECK CHARGE

If a check offered by an end-user for payment for service provided is dishonored, a returned check charge shall be applied in the amount of \$XX.

2.7 SERVICES PROVIDED BY A TSP, OSP, IXC AND/OR RESELLER

The payphone service instrument furnished by the Company may be connected with the services or facilities of another carrier, including a TSP, OSP, IXC, and/or Reseller. Such service(s) if used, are provided under the terms, rates, and conditions of the specific TSP, OSP, IXC and/or Reseller furnishing the service. The end-user is responsible for all charges billed by the TSP, OSP, IXC, and/or Reseller for those services used by the end-user.

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2.8 CUSTOMER SERVICE

- 2.8.1 The Company shall maintain a toll-free number to enable end-users to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc. The toll free number of the Company for such calls is (toll free number).
- 2.8.2 In the event the complaint is not resolved, the Company shall inform the end-user that the end-user may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the customer with the following information:

Oklahoma Corporation Commission
Consumer Services Division
P.O. Box 52000-2000
Oklahoma City, Oklahoma 73152-2000
(405) 521-2331
(800) 522-8154

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SECTION 3 – DESCRIPTION OF SERVICE AND RATES

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3.1 GENERAL

- 3.1.1 Calls paid for with coins are billed at the same time the call is made. In the event that the Company provides operator services as an adjunct to its payphone service, for which bills are sent, calls are billed individually and on a monthly basis. Usage is billed in arrears.
- 3.1.2 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration.
- 3.1.3 If a payphone service instrument does not receive incoming calls, a notice shall be prominently displayed with either the words **“OUTGOING CALLS ONLY”** or **“THIS TELEPHONE CANNOT RECEIVE TELEPHONE CALLS”** or similar language approved by the Commission.

3.2. TIMING OF CALLS

Charges for 1+ calls placed over the network are based in part on the duration of the call as follows. Unless otherwise specified in this tariff:

- (A) Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- (B) Chargeable time for calls ends when one of the parties disconnects from the call.
- (C) Time is counted in increments of one minute. Fractions of a minute are rounded up to the next whole minute.
- (D) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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3.3 RATES AND CHARGES

Payphone calls, which originate and terminate in the State of Oklahoma, are subject to the rates and charges set forth below.

- 3.3.1 Operator (Intrastate IntraLATA and Intrastate InterLATA): Until such time as the Company has filed with and received approval of its operator services and the rates and charges therefore from the Oklahoma Corporation Commission, calls utilizing operator service provider services will be charged the rates and charges of the certificated operator service provider(s) providing the service as contained in their Oklahoma tariffs.
- 3.3.2 Coin (Intrastate IntraLATA and Intrastate InterLATA): \$X per minute with a X minute minimum
- 3.3.3 Local Directory Assistance: \$X per call
- 3.3.4 Intrastate Directory Assistance: \$X per call

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